"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, May 9, 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 9, 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** – PLAQUE PRESENTATION FROM THE BOYS & GIRLS CLUB OF ST. LUCIE COUNTY TO THE MAYOR AND COUNCIL

   B. **PROCLAMATION** - POLICE WEEK & PEACE OFFICERS MEMORIAL DAY

   C. **PROCLAMATION** - NATIONAL SAFE BOATING WEEK

   D. **SPECIAL PRESENTATION** – DISTINGUISHED BUDGET AWARD FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION TO THE OFFICE OF MANAGEMENT AND BUDGET, DAVE POLLARD, DIRECTOR OF OMB

   E. **PROCLAMATION** – PUBLIC WORKS WEEK

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** – REGULAR COUNCIL APRIL 11, 2016

   B. **MINOR SITE PLAN, PORT ST. LUCIE DIALYSIS,** LOCATED ON THE

NORTH SIDE OF PORT ST. LUCIE BOULEVARD, WEST OF SANSOM LANE, EAST OF GRECO LANE, AND SOUTH OF TATUM TERRACE, CONSTRUCTION OF A 8,090 SQ FT ONE-STORY MEDICAL OFFICE BUILDING, P16-024, ARTHUR BIGGS, BIGGS FAMILY, LLC, PLANNING AND ZONING DEPARTMENT

C. **SUNBELT RENTAL, INC.,** PURCHASE OF A NEW ARTICULATING BOOM LIFT, #20160059, $90,750 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 60 DAYS FROM RECEIPT OF ORDER WITH NO RENEWAL OPTION, PROCUREMENT MANAGEMENT DEPARTMENT

D. **WAIVER OF BID, CHAPTER 35.06,** EQUAL TO OR LOWER THAN EXISTING STATE CONTRACT #21100000-15-1, #20160124, PURCHASE NEW KUBOTA TRACTOR 4WD WITH ATTACHMENTS FROM **FLORIDA COAST EQUIPMENT, INC.,** $14,205.11, DECLARE SURPLUS FORMS FOR 1999 BOBCAT AND 2001 JOHN DEERE AS SURPLUS AND APPROVE TRADE IN TOWARDS THE NEW KUBOTA TRACTOR, PROCUREMENT MANAGEMENT DEPARTMENT

E. **RADEUM, INC. DBA FREELINC,** PURCHASE OF WIRELESS MICROPHONES FOR MOTOROLA HANDHELD RADIOS, #20160078, $31,539.75 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 45 DAYS FROM RECEIPT OF ORDER WITH NO RENEWAL OPTION, PROCUREMENT MANAGEMENT DEPARTMENT

F. **APPLIED CONCEPTS, INC.,** PURCHASE OF FIVE RADAR UNITS MOUNTED AND FIVE HANDHELD LAZERS, #20160058, $25,900 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 33 DAYS FROM RECEIPT OF ORDER WITH NO RENEWAL OPTION, PROCUREMENT MANAGEMENT DEPARTMENT

G. **CREDITECH COLLECTION SOLUTIONS, INC.,** DEBT COLLECTION AGENCY SERVICES, #20160075, COLLECTION SERVICE FEE OF 14% WHEN LEGAL ACTIVITIES ARE NOT REQUIRED AND A 40% CONTINGENCY FEE WHEN LEGAL ACTIVITIES ARE REQUIRED, CONTRACT PERIOD IS FOR FIVE YEARS WITH ONE FIVE YEAR RENEWAL, PROCUREMENT MANAGEMENT DEPARTMENT

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

9. **OTHER PUBLIC HEARINGS**

10. **FIRST READING 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.

11. RESOLUTIONS

A. **RESOLUTION 16-R31,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING THE CITY'S PARTICIPATION AS A PARTY TO THE INDIAN RIVER LAGOON (IRL) COMPACT; AND PROVIDING AN EFFECTIVE DATE.

12. UNFINISHED BUSINESS

A. **UPDATE ON THE STATUS OF THE PROPERTY LOCATED AT 401 SE LANGFIELD AVENUE,** INTERIM CITY ATTORNEY

B. **UPDATE AND REQUEST FOR DIRECTION ON THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA CASE FOR SEC V. EB5 ASSET MANAGER, LLC AND LIN ZHONG A/K/A LILY ZHONG (DEFENDANTS) AND US EB-5 INVESTMENTS, LLC, ET AL. (RELIEF DEFENDANTS) CASE NO.: 15-CV-62323-JAL**, INTERIM CITY ATTORNEY

13. NEW BUSINESS

A. **PROFESSIONAL GEOTECHNICAL SERVICES (GEO),** APPROVAL TO BEGIN NEGOTIATING A FIXED FEE RATE CONTINUING CONTRACT WITH THE TOP THREE FIRMS SHORT LISTED BY EVALUATION COMMITTEE: **ANDERSEN ANDRE CONSULTING ENGINEERS, INC., ARDARMAN & ASSOCIATES, INC.**, AND **TERRACON CONSULTANTS, INC.**, #20150127, PROCUREMENT MANAGEMENT DEPARTMENT

B. **SOUTHERN UNDERGROUND, INC.,** CITY WIDE CURB & GUTTER, ADA RAMPS & MISCELLANEOUS SIDEWALK REPLACEMENT PROJECTS, UNIT PRICES WITH AN ESTIMATED ANNUAL EXPENDITURE UP TO $250,000, APPROVE PURCHASE ORDERS AS NEEDED AS BUDGET ALLOWS WITHOUT FURTHER COUNCIL ACTION, CONTRACT PERIOD IS FOR TWO YEARS WITH THE OPTION OF THREE (3) ONE (1) YEAR RENEWALS, PROCUREMENT MANAGEMENT DEPARTMENT

C. **LAWN AND ORDER LANDSCAPE COMPANY**, MEDIAN MOWING AND LANDSCAPE MAINTENANCE SERVICES FOR CROSSTOWN PARKWAY, #20160037, UNIT PRICES OF $27.50 PER ACRE OF MOWING AND $0.01 PER LINEAR FOOT FOR EDGING, ESTIMATED ANNUAL COST OF $181,413.54 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR FIVE YEARS WITH A ONE TERM RENEWAL OPTION, PROCUREMENT MANAGEMENT DEPARTMENT

D. **STS MAINTAIN SERVICES, INC.,** MEDIAN MOWING AND LANDSCAPE MAINTENANCE SERVICES FOR ST LUCIE WEST/TRADITION, #20160038, UNIT PRICES OF $24.50 PER ACRE OF ST. AUGUSTINE TURF MOWING, $26.50 PER ACRE FOR ALL OTHER MOWING, AND $0.01 PER LINEAR FOOT FOR EDGING, ESTIMATED ANNUAL COST OF $164,202.74 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR FIVE YEARS WITH A ONE TERM RENEWAL OPTION, PROCUREMENT MANAGEMENT DEPARTMENT

E. **CITY OF PORT ST. LUCIE A MUNICIPAL CORPORATION VS. MARKETPLACE PORT ST. LUCIE LIMITED PARTNERSHIP,** 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. 2016-CA-000671, INTERIM CITY ATTORNEY

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

G. **CHARTER REVIEW**, CITY MANAGER & CITY ATTORNEY'S OFFICE

14. **DETERMINATION OF EXCUSED ABSENCES**

A. **COUNCILWOMAN MARTIN,** REGULAR COUNCIL MEETING, APRIL 25, 2016

15. **CITY MANAGER'S REPORT**

16. **COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS**

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

18. **ADJOURN**

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

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

May Meeting Calendar

DATE	MEETING	TIME	LOCATION
5-3-16	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
5-9-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
5-11-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
5-11-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
5-12-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
5-23-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
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

CA050916

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
MAY 9, 2016

13. **NEW BUSINESS**

h) **MAJOR GARY L. ROBINSON, ET AL., V. CITY OF PORT ST. LUCIE, 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. 2012-CA-001827, INTERIM CITY ATTORNEY

i) **TRANSPARENCY FOR FLORIDA, INC., ET AL., V. CITY OF PORT ST. LUCIE, 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. 2013-CA-003295, INTERIM CITY ATTORNEY

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4A
Meeting Date: 5/9/16

TO: Mayor and City Council

FROM: Daniel Holbrook, Acting City Manager

Agenda Item: Special presentation: Will Armstead, Executive Director of the Boys & Girls Club of St. Lucie County

Submittal Date: 4/29/2016

STRATEGIC PLAN LINK: This item relates to our Strategic Plan with our Mission, Principle 2, Responsive to the Community.

BACKGROUND: Presentation of a plaque to the Mayor and City Council.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Will Armstead, Executive Director of the Boys & Girls Club of St. Lucie County. (15 minutes)

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:
Email from Mashell Littles-Reeves, Office Manager with the Boys & Girls Club

Jasmin Padova

From: Mashell Little Reeves <mlreeves@bgcofslc.org>
Sent: Thursday, April 28, 2016 12:08 PM
To: Jasmin Padova
Subject: RE: Presentation at next Council Meeting

Good Morning Jasmin,

May 9th and the time is ok with Will. I also put it on his calendar.

Thank-you and have a great day,
Mashell Littles-Reeves | Office Manager/Boys & Girls Clubs Of St. Lucie County
3104 Avenue J, Fort Pierce, Florida 34947
http://www.bgcofslc.org
Telephone: 772.460.9918
Fax: 866.337.9918

From: Jasmin Padova [mailto:JasminP@cityofpsl.com]
Sent: Wednesday, April 27, 2016 4:31 PM
To: Mashell Little Reeves <mlreeves@bgcofslc.org>
Subject: RE: Presentation at next Council Meeting

Good afternoon,

I received approval to add this item to the next Council meeting which is scheduled for May 9th at 7pm at City Hall.

Please confirm Mr. Armstead is available to attend on this date and time.

Thank you

From: Mashell Little Reeves [mailto:mlreeves@bgcofslc.org]
Sent: Tuesday, April 26, 2016 1:47 PM
To: Jasmin Padova <JasminP@cityofpsl.com>
Subject: RE: Presentation at next Council Meeting

Hi Jasmin,

The plaque will say:

A special thanks on behalf of the Board of Directors

In recognition of your partnership and generosity that has benefited our Club members

GREAT FUTURES START HERE

The city logo with pictures of some of our members.

Sorry it took so long for me to respond back to you. My computer went down.

Thanks,
Mashell Littles-Reeves |Office Manager/Boys & Girls Clubs Of St. Lucie County
3104 Avenue J, Fort Pierce, Florida 34947
http://www.bgcofslc.org
Telephone: 772.460.9918
Fax: 866.337.9918

From: Jasmin Padova [mailto:JasminP@cityofpsl.com]
Sent: Tuesday, April 26, 2016 11:52 AM
To: Mashell Little Reeves <mlreeves@bgcofslc.org>
Subject: RE: Presentation at next Council Meeting

Hi,

Do you know what the plaque will say?

Thank you

Jaz

From: Mashell Little Reeves [mailto:mlreeves@bgcofslc.org]
Sent: Tuesday, April 26, 2016 11:49 AM

To: Jasmin Padova <JasminP@cityofpsl.com>
Subject: Presentation at next Council Meeting

Hi Jasmin,

Will Armstead, Executive Director of the Boys & Girls Clubs Of St. Lucie County would like to be on your agenda for May 2016 for a short presentation to present a plaque to the Mayor and the Council. Will and the Board will make the presentation and will need about 15-20 minutes of your time.

Thank you so much,
Mashell Littles-Reeves |Office Manager/Boys & Girls Clubs Of St. Lucie County
3104 Avenue J, Fort Pierce, Florida 34947
http://www.bgcofslc.org
Telephone: 772.460.9918
Fax: 866.337.9918

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4D
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Daniel Holbrook, Acting City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Special presentation: Distinguished Budget Presentation Award for the Office of Management & Budget

Submittal Date: 5/2/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the Port St. Lucie mission, principle 1, Exceptional Municipal Services

BACKGROUND: This award is the highest form of recognition in governmental budgeting.

ANALYSIS:

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minutes – David Pollard, Director, Office of Management & Budget

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Letter from the Government Finance Officers Association

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

April 19, 2016

Jeff Bremer
City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Dear Mr. Bremer:

I am pleased to notify you that City of Port St. Lucie, Florida has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Office of Management & Budget

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

Stephen J. Gauthier, Director
Technical Services Center

Enclosure

RECEIVED
MAY 02 2016
CITY MANAGER'S OFFICE

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

April 19, 2016

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

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Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **City of Port St. Lucie, Florida** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Office of Management & Budget**

For budgets beginning in 2014, 1,491 participants received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a major professional association servicing the needs of 18,300 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 5/9/16

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 – Port St. Lucie Dialysis (P16-024)
Submittal Date:	4/27/2016

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

BACKGROUND: The proposed project consists of an 8,090 square foot one story medical office building.

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 March 9, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: The subject property is located on the north side of Port St. Lucie Boulevard, west of Sansom Lane, east of Greco Lane, and south of Tatum Terrace.

ATTACHMENTS: Staff report, maps, application, site plan

PT/kh

RECEIVED
APR 2 8 2016
CITY MANAGER'S OFFICE

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **CITY COUNCIL – MEETING OF MAY 9, 2016**

FROM: **KATHERINE H. HUNTRESS, PLANNER**

RE: **MINOR SITE PLAN APPLICATION**
PORT ST. LUCIE DIALYSIS
PROJECT NO. P16-024

DATE: **APRIL 27, 2016**

PROPOSED PROJECT: The proposed project consists of an 8,090 square foot one story medical office building.

APPLICANT: Jayson Harrison, E.I. of Engineering, Design, and Construction, Inc. is acting as the agent.

OWNER: Arthur Biggs, Biggs Family, LLC

LOCATION: The subject property is located on the north side of Port St. Lucie Boulevard, west of Sansom Lane, east of Greco Lane, and south of Tatum Terrace.

LEGAL DESCRIPTION: The property is legally described as Lots 6-11, Block 1282, Section 12

SIZE: 1.44 acre

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

EXISTING ZONING: P (Professional)

EXISTING USE: Vacant land

SURROUNDING USES: North = RS-2 (Single Family Residential) zoning, existing single family residence. South = LMD (Limited Mixed Use) and P (Professional) zoning, existing commercial development. East = P (Professional) and RS-2 (Single Family Residential) zoning, existing commercial development and a single family residence. West = LMD (Limited Mixed Use) zoning, existing vacant land.

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

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

Transportation: The proposed site plan is projected to generate 116 average daily trips with 34 a.m. peak hour vehicle trips and 37 p.m. peak hour vehicle trips on the roads adjacent to the project according to the Institute of Transportation Engineers Trip Generation Manual, 8th Edition.

Parks/Open Space: NA

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: NA

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 a medical office building is a permitted use in the P (Professional) zoning district.

Building Height: The proposed height of the building is 23 feet. The maximum allowed height of a building in the P (Professional) zoning district is 35 feet.

Setbacks: The proposed setbacks shown on the site plan are in accordance with the required setbacks of the P (Professional) zoning district.

Parking: The site is required to have 41 parking spaces and 42 spaces are provided.

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

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

NATURAL RESOURCE PROTECTION: The project has been reviewed for compliance with the requirements of Chapters 153 and 157, Natural Resource Protection Code, and documented as follows:

Native Habitat/Tree Protection: Per Chapter 153 of the code, a tree survey was conducted by Crossroads Environmental noting all native trees. A tree location survey drawing is required at time of detail plan review by the Site Plan Review Committee.

Wildlife Protection: The summary of the Environmental Assessment done by Crossroads Environmental states that no state or federally listed species were found on the property during the environmental assessment.

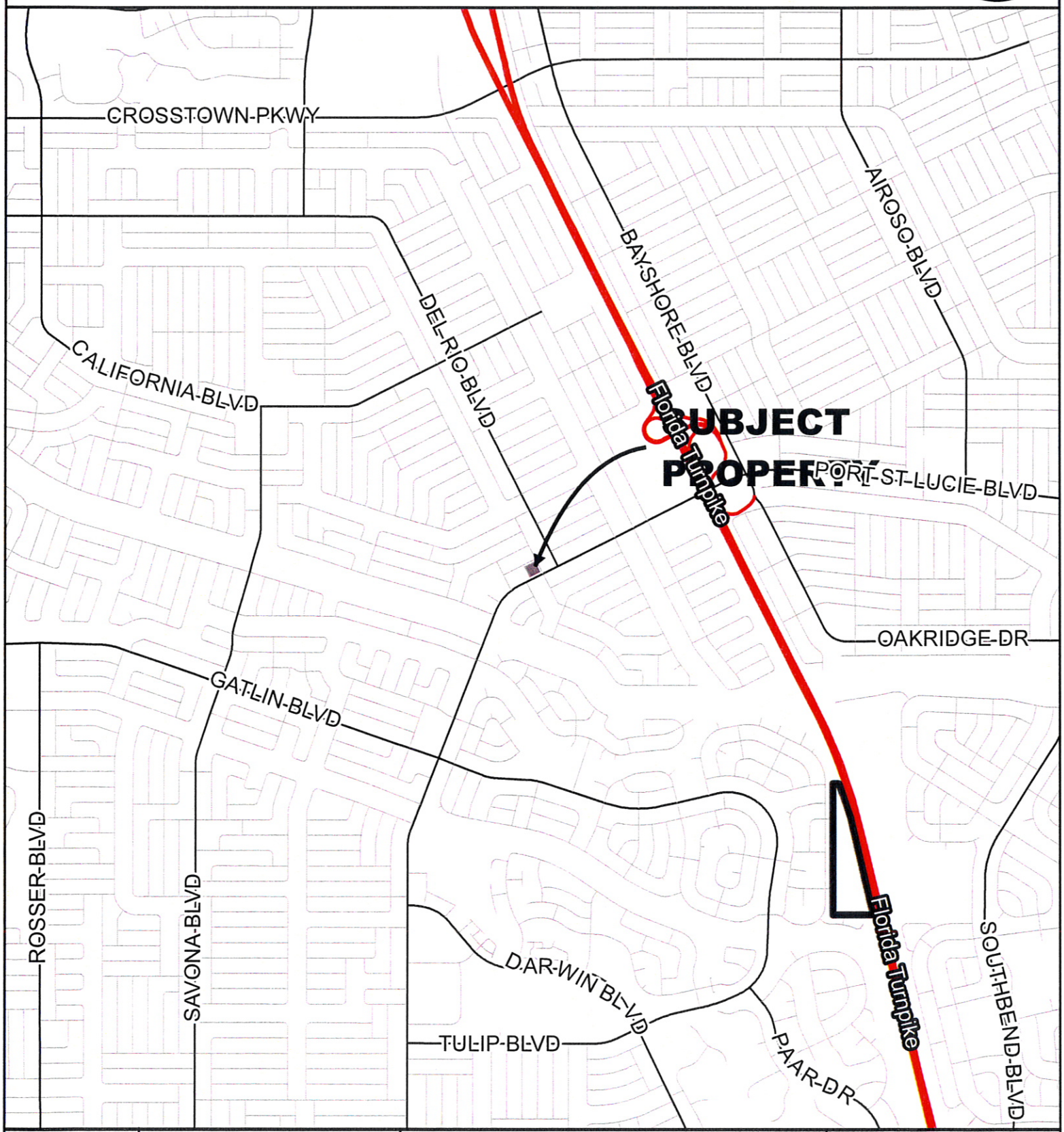
OTHER:

Fire District: The access location (external and internal) has been reviewed 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.

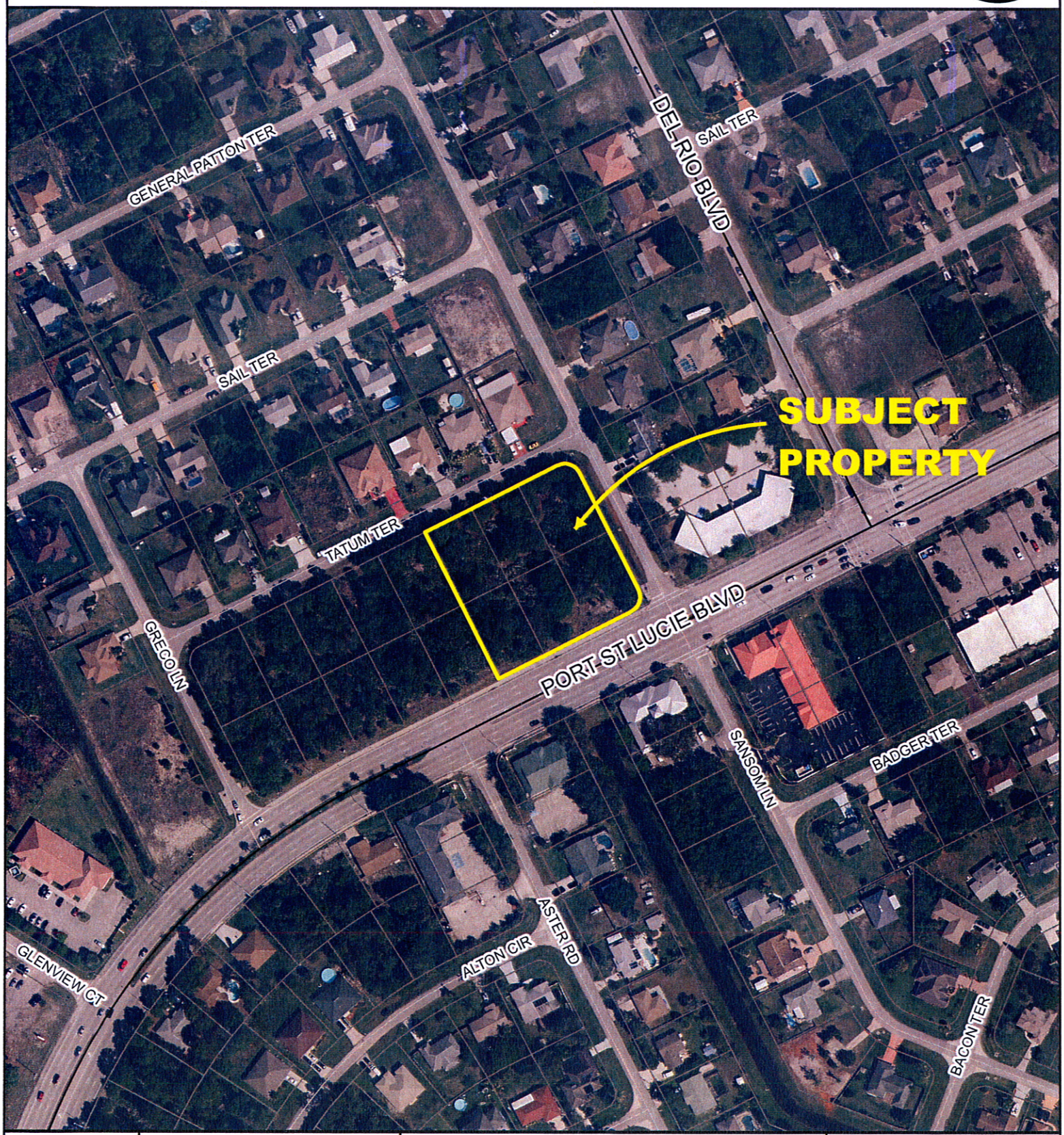
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan. The Site Plan Review Committee reviewed the request at their meeting on March 9, 2016 and unanimously recommended approval.

GENERAL LOCATION



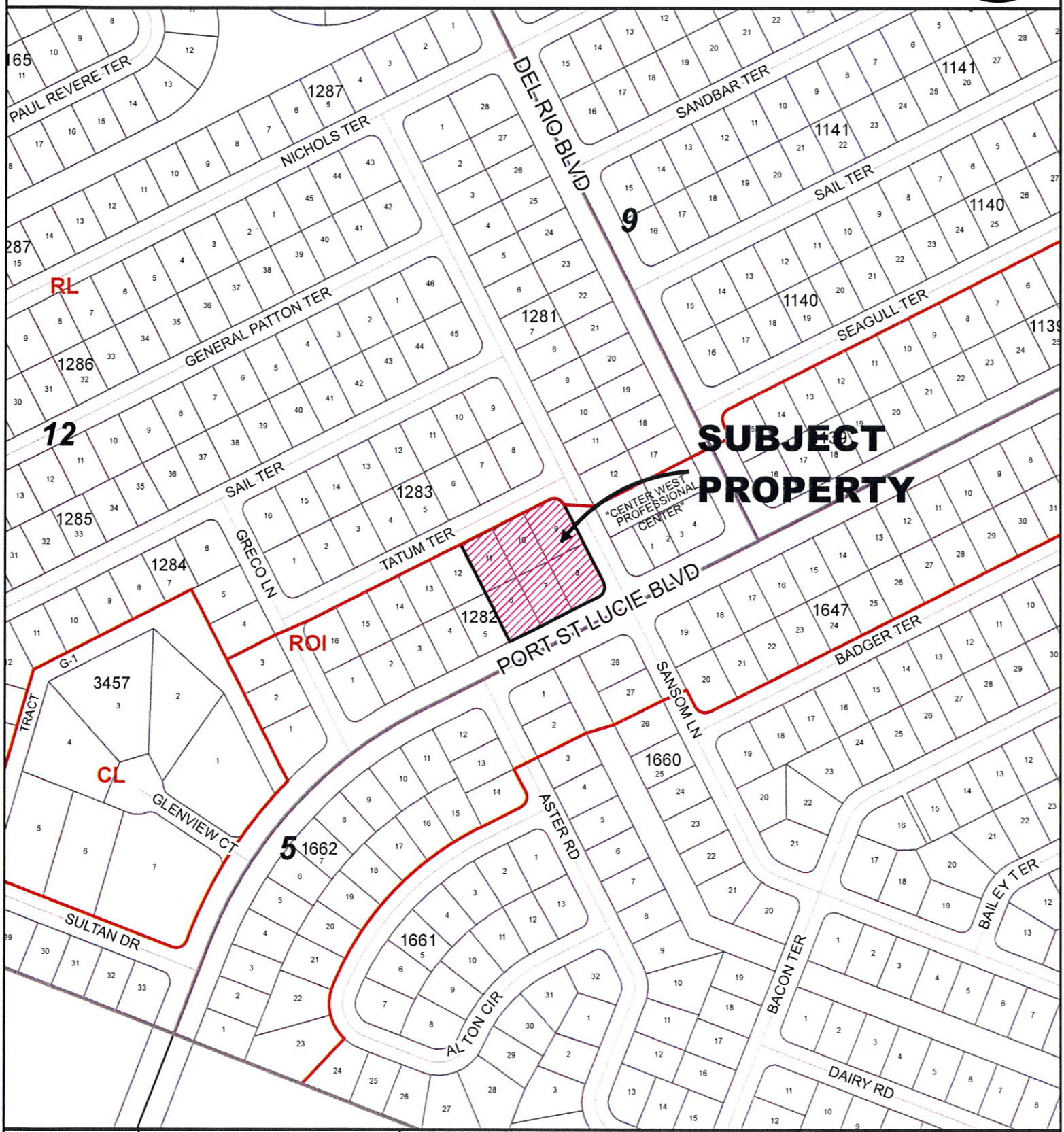
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN PORT ST. LUCIE DIALYSIS SECTION 12, BLOCK 1282, LOTS 6-11	DATE: 3/3/2016 APPLICATION NUMBER: P16-024 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



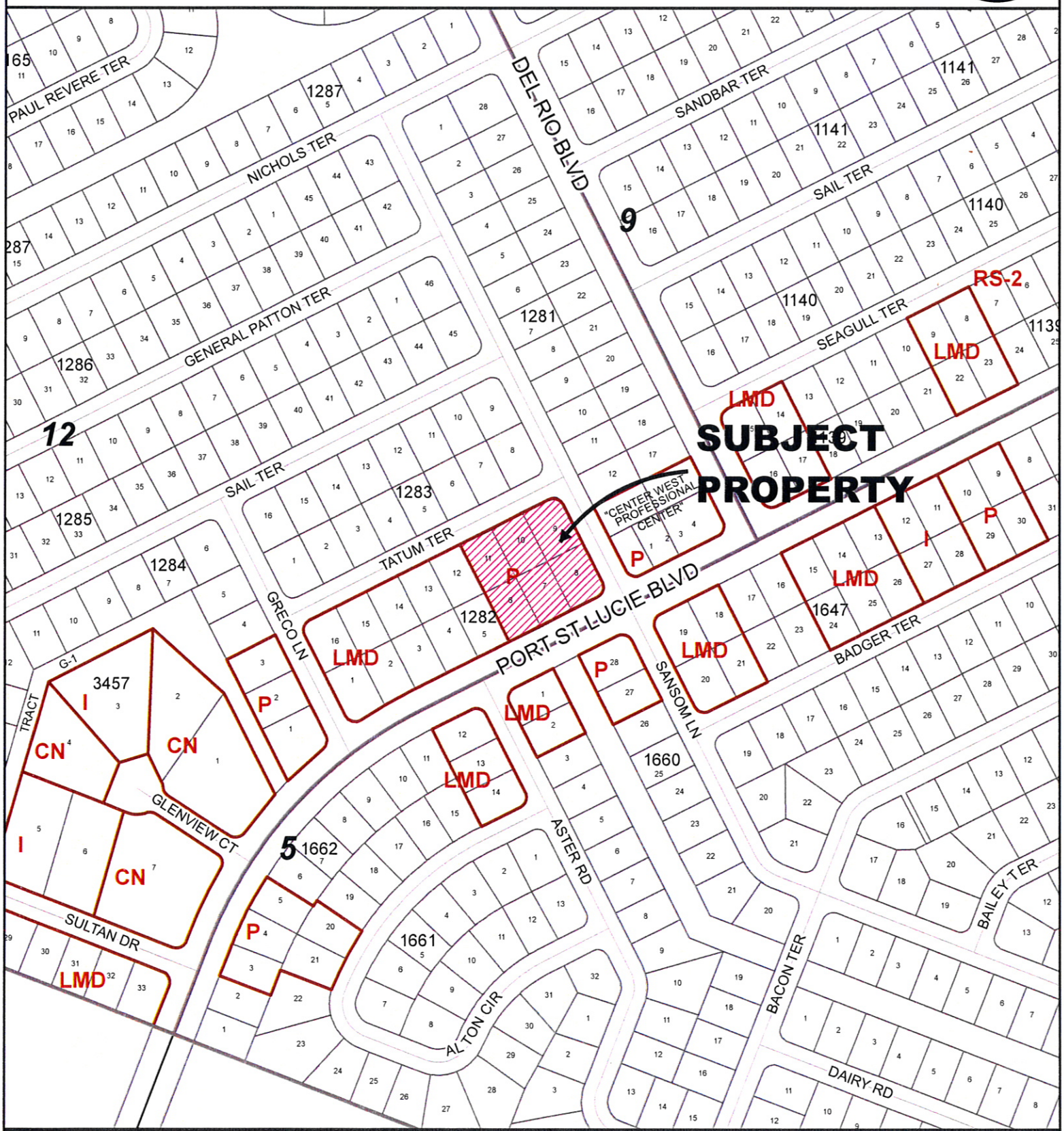
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN PORT ST. LUCIE DIALYSIS SECTION 12, BLOCK 1282, LOTS 6-11 AERIAL DATE 2014	DATE: 3/3/2016 APPLICATION NUMBER: P16-024 USER: patricias SCALE: 1 in = 200 ft

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN PORT ST. LUCIE DIALYSIS SECTION 12, BLOCK 1282, LOTS 6-11	DATE: 3/3/2016 APPLICATION NUMBER: P16-024 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN PORT ST. LUCIE DIALYSIS SECTION 12, BLOCK 1282, LOTS 6-11	DATE: 3/3/2016 APPLICATION NUMBER: P16-024 USER: patricias SCALE: 1 in = 300 ft

ENGINEERS SURVEYORS

February 12, 2016 15-260

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RECEIVED
FEB 16 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

RE: Port St. Lucie Dialysis Project
Site Plan Submittal

Dear Planning & Zoning,

Please find enclosed the following documents for your review and approval for the above-referenced project. This project proposes approximately 8,090 square feet for the proposed building. The building will be used to accommodate a renal dialysis outpatient medical facility. The project also proposes associated parking, storm drainage and utility infrastructure improvements.

- Site Plan Application, 1 signed original & 15 copies
- One (1) Application Fee, check #4636 in the amount of $ 4,783.88
- Three (3) copies of the warranty deed
- Letter of Authorization, 1 notarized original & 15 copies
- Sixteen (16) sets, 24" x 36" Site Plan
- Sixteen (16) sets, Boundary & Topo Survey, signed and sealed
- Sixteen (16) sets, Preliminary Floor Plans and Elevations
- Sixteen (16) sets, Environmental Assessment and Tree Survey
- Two (2) CDs with pdf's of above documents

ENGINEERING DESIGN & CONSTRUCTION, INC
CIVIL ENGINEERS & SURVEYORS SPECIALIZING IN LAND DEVELOPMENT

FORT PIERCE OFFICE
1934 Tucker Court, Fort Pierce, FL 34950
ph:(772) 462-2455 fx: (772) 462-2454

PORT ST. LUCIE OFFICE
469 NW Prima Vista Blvd, Port St. Lucie, FL 34983
ph:(772) 340-4990 fx:(772) 340-7996

Should you have any questions or require additional information, please feel free to contact me at 772-462-2455 or by e-mail at jaysonharrison@edc-inc.com at your convenience.

Sincerely,

Jayson R. Harrison, E.I.
Project Manager

JRH/nls

w/enclosures

cc: Sam Sarbacker, OGA
project file #15-260

Z:\15-projects\15-260(PSL Dialysis Project)\PSL P&Z\15-260 PSL PZ Site Plan App Submittal.docx

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. 16-024
Fees (Nonrefundable) $ 2,345.00 Arch.: $ 515.00
Receipt #'s: 84240

PRIMARY CONTACT EMAIL ADDRESS: jaysonharrison@edc-inc.com

PROJECT NAME: Port St. Lucie Dialysis Project

LEGAL DESCRIPTION: PORT ST. LUCIE - SECTION 12 - BLK 1282 LOTS 6, 7, 8, 9, 10 AND 11 (1.44 AC) (MAP44/07S)(OR 3353-221)

LOCATION OF PROJECT SITE: 709 SW Port St. Lucie Blvd., Port St. Lucie, FL

PROPERTY TAX I.D. NUMBER: 3420-555-0749-000-6

STATEMENT DESCRIBING IN DETAIL THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: Development / construction of a renal dialysis outpatient medical facility.

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GROSS SQ. FT. OF STRUCTURE (S): 8,090 sq.ft.

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: N/A

UTILITIES & SUPPLIER: City of Port St. Lucie

GROSS ACREAGE & SQ. FT. OF SITE: 1.44 ac **ESTIMATED NO. EMPLOYEES: 10

FUTURE LAND USE DESIGNATION: ROI ZONING DISTRICT: P-PSL

OWNER(S) OF PROPERTY:
Name, Address, Telephone & Fax No.:
Biggs Family, LLC Attn: Arthur Biggs
801 SE San Antonio Drive,
Palm City, FL 34990

APPLICANT OR AGENT OF OWNER:
Name, Address, Telephone & Fax No.:
Jayson R. Harrison, EDC, Inc.
1934 Tucker Court, Fort Pierce, FL 34950
(TEL) 772-462-2455 (FAX) 772-462-2454

PROJECT ARCHITECT/ENGINEER:
(Firm, Engineer Of Record, Florida Registration No., Contact Person, Address, Phone & Fax No.)
Roderick J. Kennedy, PE
Engineering Design & Construction, Inc. (EDC)
1934 Tucker Court, Fort Pierce, FL 34950
(TEL) 772-462-2455 (FAX) 772-462-2454

- 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	HAND PRINT NAME	TITLE	DATE
[signature]	Arthur E Biggs	VP	2/4/16

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3662687 OR BOOK 3353 PAGE 224, Recorded 01/06/2012 at 12:50 PM
Doc Tax: $0.70

Prepared by and return to:
A. E. Biggs
801 SW San Antonio Drive
Palm City, Fl 34990

(Space Above This Line For Recording Data)

COPY

Warranty Deed

This Warranty Deed made this **27th day of December, 2011**, between **A.E. Biggs Partners, LLC, a Florida limited liability company**, grantor, and **Biggs Family LLC, a Florida limited liability company** whose post office address is **801 SW San Antonio Drive, Palm City, FL 34990**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the **St Lucie County, Florida**, to-wit:

Lots 6, 7, 8, 9, 10 and 11, Block 1282, PORT ST LUCIE, SECTION TWELVE, according to the Plat thereof as recorded in Plat Book 12, Page 55 of the Public Records of St Lucie County, Florida.

Parcel Identification Number: 3420-555-0749-000/6

COPY

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

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

COPY

Signed, sealed and delivered in our presence:

A.E. Biggs Partners, LLC, a Florida limited liability cpmpany

By: _____
Arthur E. Biggs, III, as Managing Member

Witness Name: Susan D. Meitner

Witness Name: N. Perella

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this 27th day of December, 2011, by , **Arthur E. Biggs, III, as Managing Member of A.E. Biggs Partners, LLC, a Florida liability company,** she (X) is personally known to me or (__) has produced _____ as identification.

_____
Notary Public

Printed Name:

My Commission Expires:

SUSAN D. MEITNER
MY COMMISSION # DD 995572
EXPIRES: May 25, 2014
Bonded Thru Notary Public Underwriters

COPY
COPY
COPY

Date: February 1, 2016

To Whom It May Concern,

Please be advised that Engineering Design & Construction, Inc. (EDC) and their employees are authorized to act as an agent(s) for Biggs Family, LLC.

Thank you,

Signature

Arthur E Biggs III

Print Name Above

Biggs Family, LLC
801 SE San Antonio Drive
Palm City, FL 34990

STATE OF Florida
COUNTY OF Martin

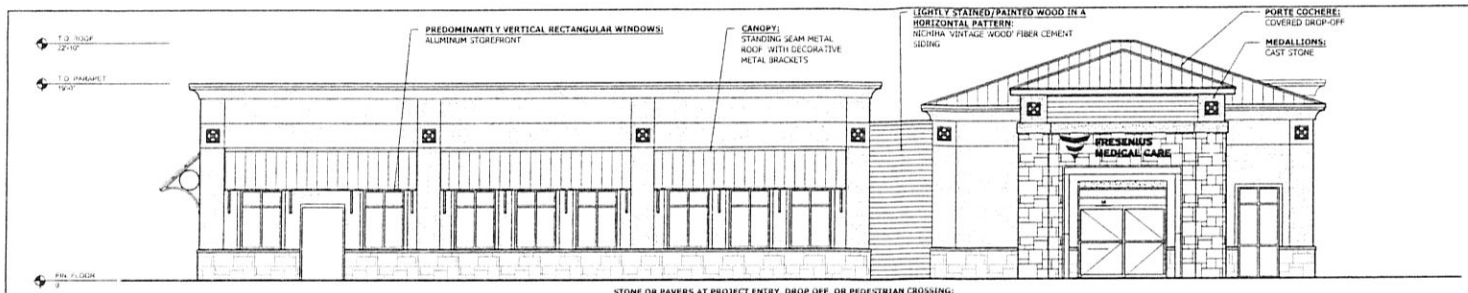
The foregoing instrument was acknowledged before me this 4 of Feb, 2016 by Arthur Biggs, who is (personally known to me) or (who has produced FLDL as identification) and who (did/did not) take an oath.

Notary Public, State of Florida

Print or Stamp Name

NOTARY PUBLIC STATE OF FLORIDA

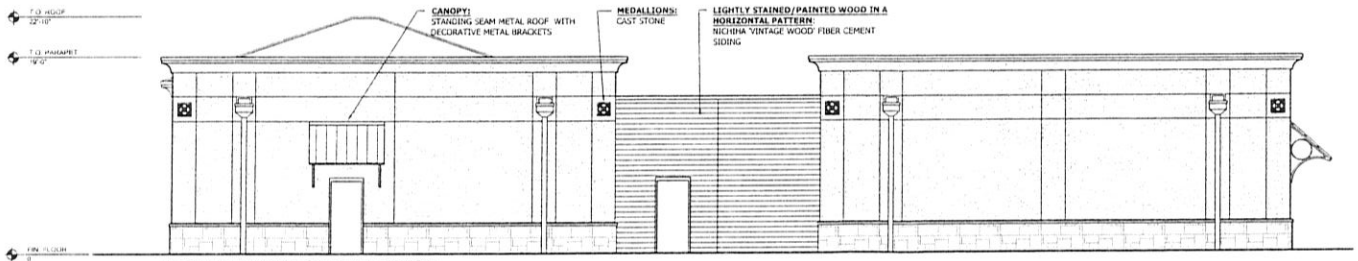
Jose Tapia
State of Florida
My Commission Expires 04/13/2018
Commission No. FF 109909



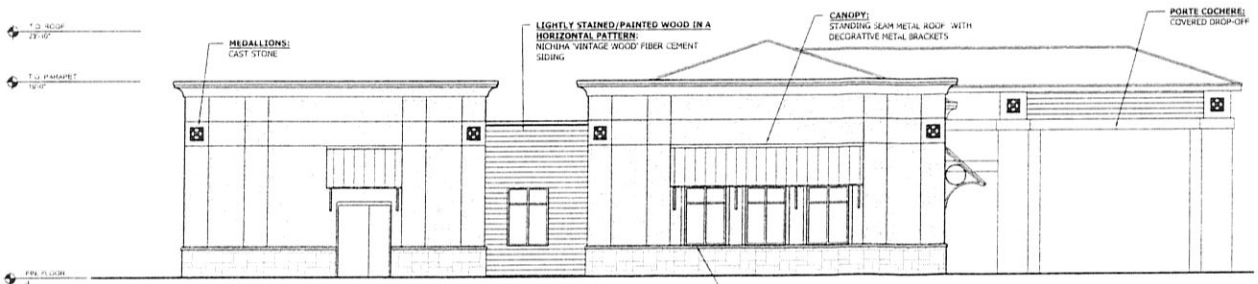
PORT ST. LUCIE BLVD. ELEVATION

STONE OR PAVERS AT PROJECT ENTRY, DROP OFF, OR PEDESTRIAN CROSSING: PAVERS WILL BE LOCATED AT THE PEDESTRIAN CROSSING

SANSOM LANE ELEVATION



TATUM TERRACE ELEVATION



WEST ELEVATION

STONE OR PAVERS AT PROJECT ENTRY, DROP OFF, OR PEDESTRIAN CROSSING: PAVERS WILL BE LOCATED AT THE PEDESTRIAN CROSSING

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NOTE: ROOFTOP MECHANICAL UNITS WILL BE SCREENED FROM VIEW VIA PARAPET WALLS. NO MECHANICAL EQUIPMENT SHALL BE VISIBLE.

SELECTED DESIGN ELEMENTS:

1. PREDOMINANTLY VERTICAL RECTANGULAR WINDOWS
2. PORTE COCHERE
3. STONE OR PAVERS AT PROJECT ENTRY, DROP OFF, OR PEDESTRIAN CROSSING
4. MEDALLIONS
5. LIGHTLY STAINED/PAINTED WOOD IN A HORIZONTAL PATTERN
6. CANOPY

EXTERIOR FINISH SCHEDULE

MATERIAL	MANUFACTURER	COLOR	PANEL NOTES
STONE VENEER	SOPAC	POSTA TEEP	COARSE STONE (RANDOM SPLIT PATTERN)
PAINTED STUCCO (MAIN BUILDING COLOR)	SHERWIN WILLIAMS	CRISPY - SW 6229	
PAINTED STUCCO (TRIM BUILDING COLOR)	SHERWIN WILLIAMS	CRISPEN - SW 6232	
ALUMINUM STOREFRONT		TEAK (WOODGRAIN)	
METAL SIDING	MECHANICO	SILVER SMITH	
HORIZONTAL METAL SIDING	METWOOD	CEDAR	VARIOUS WOOD PROJECT
STANDING SEAM METAL ROOF	MINNECO	CHALK WHITE	
METAL GUTTERS & DOWNSPOUTS		TEAK (WOODGRAIN)	
DECORATIVE MEDALLION	PINNACLE CAST STONE	BEACH STONE	

A Medical Facility for:
FMC PORT ST. LUCIE
709 PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL

DOUGLAS C McNAB | ARCHITECT
East Mid Florida Boulevard
Suite 100
Longwood, FL 32750-6400
Tel: 407-862-0000
Fax: 407-862-0001
MEMBER: AMERICAN INSTITUTE OF ARCHITECTS

CONCEPTUAL DESIGN

Drafted By:	JHD
Checked By:	DCM
Date Drawn:	4/6/16
Project #:	1531

REV. #	DATE	REVISION DESCRIPTION

A3.0
Sheet Number

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 5/9/16

TO: Mayor and City Council

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

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: E-Bid #20160059 – Purchase a New Articulating Boom Lift

Submittal Date: 4/29/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principle A, Exceptional Municipal Service "Developing and maintaining a state of the art infrastructure and utility system."

BACKGROUND: The Utility Systems Department is required to perform maintenance that is in need of an Articulating Boom Lift. The Genie Boom Lift that was purchased in 2003 has exceeded its life cycle and was sold on the City's Surplus Auction on October 27, 2015. The new Articulating Boom Lift will be replacing the Genie Boom lift and will be a shared resource benefiting multiple divisions within the department. The lift is essential in maintaining equipment that is vital to the proper operation of the City's Water Treatment Plants, Wastewater Treatment Plant, and ancillary facilities. The lift will also be used for the maintenance of large motors and associated plant equipment, odor control, security cameras, water storage tanks throughout the City and lighting at City facilities. Proper operation of the equipment and facilities are vital to provide an acceptable level of service and safety to the citizens of the City. An E-Bid was issued on March 12, 2016. During this period there were one hundred fifty nine (159) potential suppliers notified with thirteen (13) listed as plan holders. Three (3) proposals were received on April 7, 2016 and were deemed responsive, meeting the specifications.

ANALYSIS: Staff reviewed the submittals and determined that Sunbelt Rental Inc., meets the requirements of the solicitation and provides the best value to the City.

The City is currently renting the Articulating Boom Lift at $2,000.00 per month, with the end result being $24,000.00 per year. In 2003 the City purchased the Genie Boom Lift for $32,454.87, thirteen (13) years later this boom lift was sold on the City's Surplus Auction for $6,600.00. If the City continues to rent this equipment over a thirteen (13) year period it will cost approximately $312,000.00. With purchasing the new Articulating Boom lift the City would have an approximate cost savings over a thirteen (13) year period of $221,250.00. The Bidder is a local firm.

FINANCIAL INFORMATION: Funds are available in the Utility/ Operation/Wastewater Maintenance-Mechanic/Other Machinery & Equipment.

LEGAL INFORMATION: Reviewed by Ella Gilbert on March 29, 2016 and approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid #20160059, Purchase a New Articulating Boom Lift from Sunbelt Rental Inc., in the amount of $90,750.00, plus a one-time $10.00 indemnification fee. The contract period is for sixty (60) days from receipt of order with no renewal options.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A

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

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

ON 3560

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 5/28/15 DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER MARTIN FLORES 772-215-0684

DEPARTMENT 3560 Wastewater Maintenance

ITEM DESCRIPTION UM-0304

ITEM LOCATION GPWWTP 3 BAY

MANUFACTURER GENIE TRAILER / ARTICUL BOOM

MODEL # GENIE TMZ 50/30 SERIAL # 5D8AA23123R000304

FIXED ASSET # 09072 EST. CURRENT VALUE $ _____

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

REASON FOR REQUEST IT KEEPS BREAKING DOWN AND IT IS COSTING MORE TO FIX
TRANSFER **FROM** DEPARTMENT _____ **TO** DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES ( ) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____ 7-2-15

RECIPIENT (METHOD) _____ P.O. #_____

****

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

****

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

****

Procurement Management Department
E-BID TABULATION REPORT
E-BID # 20160059
OPENED: April 7, 2016
TIME: 11:00:00 am

E-Bid: Purchase a New Articultating Boom Lift

Item		Sunbelt Rental	Hertz Rentals	United Rentals
1	Lump Sum Bid Amount:	$ 90,750.00	$ 93,462.00	$95,117.45
2	Accepts Visa:	yes	yes	yes
3	Visa Percentage discount:	0%	0%	0%
4	Visa Discount amount:	$0.00	$0.00	$0.00
	Expected number fo days for delivery:	45-60 after aro	75 days aro	60 days
	Submitted E-Bid Reply Sheet:	yes	yes	yes
	Submitted Bid Bond:	org ck	yes	yes
	Submitted Insurance:	yes	yes	yes
	Submitted Vendor Code of Ethics:	yes	yes	yes
	Submitted Drug Free Form:	yes	yes	yes
	Submitted W-9 Form:	yes	yes	yes

Number of E-Bids received: 3
Number of Planholders: 13
Number of Potential Bidders: 159
Number of Non-Responsive Bids: 0

E-Bid Reply Sheet/Questionnaire # 20160059
Purchase a new Articulating Boom Lift

1. **COMPANY NAME**: Sunbelt Rentals, Inc.

DIVISION OF: A wholly owned subsidiary of Ashtead Group, PLC

PHYSICAL ADDRESS: 2341 Deerfield Drive, Fort Mill, SC 29715 - Local Address: 2633 South US Highway 1, Fort Pierce, FL 34982-5998

MAILING ADDRESS: 2341 Deerfield Drive

CITY, STATE, ZIP CODE: Fort Mill, SC 29715

TELEPHONE NUMBER: (800) 508-4762 FAX NO. (803) 578-6850

CONTACT PERSON: Katy G. Lovering E-MAIL: contractteam@sunbeltrentals.com

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

Is the firm incorporated? Yes--No If yes, in what state? Yes, in the state of North Carolina.

Brendan Horgan
~~President~~ CEO

Kurt Kenkel
~~Vice President~~ Executive Vice President - Administration & Business Development & Secretary

John Schoenberger
~~Treasurer~~ Executive Vice President - Finance and Treasurer

How long in present business: 33 years How long at present location: 9 years

Is the firm claiming Local Preference under City ordinance 35.12? Yes (x) or No ( )
The servicing location is based in St. Lucie County.

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

Addendum Number	Date Issued
None	

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

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

5.4 Lump Sum Total: $ 90,750.00

5.5 Expected Number of days for delivery: 45-60 days after order is placed

5.5 Provide a brochure with photos of the Articulating Boom Lift

5.6 Provide specifications and warranty for the Articulating Boom Lift

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

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.4 above and entered o the Demandstar web page. The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

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

6. INSURANCE CERTIFICATES LICENSE - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

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

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

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

At this time Sunbelt Rentals, Inc. will not be using any subcontractors to fulfill the scope of this bid.

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

(Insert additional lines if necessary.)

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes ( ) No (x)
If yes, please explain:

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

Sunbelt Rentals has been in the past and currently is involved in litigation, however, none of the litigation is material in nature to its performance of the proposed contract.

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

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

Sunbelt Rentals has been in the past and currently is involved in litigation, however, none of the litigation is material in nature to its performance of the proposed contract.

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

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

None.

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

15. CERTIFICATION

This bid is submitted by: I (print) Katy G. Lovering - Director of Customer & Government Contracts am ~~an officer~~ the Director of Customer & Government Contracts 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

Director of Customer & Government Contracts
Title

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

(seal)

(balance of this page is left intentionally blank)

Bank of America

Cashier's Check

No. 0805003987

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days

Void After 90 Days

30-1/1140
NTX

Date 04/04/16 01:10:23 PM

FORT MILL MAIN
0006 7630400 0061

Pay BANK OF AMERICA 500 00 FIVE ZERO ZERO CTS CTS

***$500.00

To The Order Of CITY OF PORT ST. LUCIE

Remitter (Purchased By): SUNBELT RENTALS, INC.

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

00-53-3364B 11-2010

⑈0805003987⑈ ⑆114000019⑆ 001641000298⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

2015 / 2016 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 1002356

CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2016

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES

TYPE OF BUSINESS 5531 PARTS RETAIL (HEAVY EQUIPMENT)

BUSINESS/ Sunbelt Rentals Inc

DBA NAME

MAILING ADDRESS Sunbelt Rentals Inc
2341 Deerfield Dr
Fort Mill, SC 2971534

BUSINESS LOCATION 2633 S US 1
Fort Pierce, FL 34950
City of Fort Pierce

JUL 28 2015

RENEWAL	
ORIGINAL TAX	$27.55
PENALTY	
COLLECTION COST	
TOTAL	$27.55

F00000004160

Paid 07/21/2015 27.55 0110-20150721-003929

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from $1.00 to $5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Sunbelt Rentals Inc
2341 Deerfield Dr
Fort Mill, SC 2971534

No. 15-00020551

CITY OF FORT PIERCE
BUSINESS TAX RECEIPT

2015 - 2016

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-467-3000

BUSINESS NAME: SUNBELT RENTALS INC

PRINCIPAL: SUNBELT RENTALS INC

MAILING ADDRESS: P.O. BOX 410328

LOCATION: 2633 S US HWY 1

CHARLOTTE NC 28241

PHONE: 409-1760

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: 190 RENTAL CARS/TRUCKS/RECREATIONAL VEHICLES
AERIAL EQUIPMENT RENTALS

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.

ISSUED JULY 27 2015

Linda W Cox (SEAL) CITY CLERK

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt does not allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

TAX AMOUNT	$ 127.34
NEW / RENEWAL FEE	$ 5.00
PENALTY	$ .00
TOTAL	$ 132.34

THIS RECEIPT MUST BE PROMPTLY POSTED FOR PUBLIC VIEW

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
SUNBELT RENTALS, INC.
TO ACTION IN LIEU OF MEETING

Pursuant to Section 55-8-21 of the North Carolina Business Corporation Act, the undersigned, being all of the directors of Sunbelt Rentals, Inc., a North Carolina corporation (the "**Corporation**"), do hereby adopt, consent to and approve in writing the resolutions shown on *Exhibit A* hereto in lieu of holding a special meeting.

This Written Consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same consent, and shall be effective as of the last date of signature below.

The undersigned, by executing this Written Consent, hereby direct that this document be filed with the minutes and proceedings of the Corporation and agree that the actions set forth in the attached resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation.

Effective as of July 17, 2015.

Date: July 17, 2015 _____
Geoffrey Drabble

Date: July 17, 2015 _____
Brendan C. Horgan

Date: July 17, 2015 _____
Suzanne H. Wood

Date: July 17, 2015 _____
Kurt J. Kenkel

Date: July 17, 2015 _____
John Schoenberger

Date: July 17, 2015 _____
Russ Brown

Date: July 17, 2015 _____
Francis Hassis

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Suzanne H. Wood

Date: July 17, 2015 _____
Kurt J. Kenkel

Date: July 17, 2015 _____
John Schoenberger

Date: July 17, 2015 _____
Russ Brown

Date: July 17, 2015 _____
Francis Hassis

Exhibit A

RESOLVED, that the following persons hereby are authorized, empowered and directed, in the name of and on behalf of the Corporation, to negotiate and execute contracts with the Corporation's customers (the "Contracts") in accordance with the Corporation's contracting policies, as they exist from time to time, and to cause to be prepared, executed, delivered and/or filed such Contracts, and other related applications, instruments, papers, certificates, forms or other documents that may be required and to do any other lawful acts and things that in the opinion of such persons are necessary or advisable in order to effect the intent and purposes of this resolution and the Corporation's contracting policies, as they exist from time to time.

Brendan C. Horgan	Chief Executive Officer
Kurt J. Kenkel	Executive Vice President - Administration and Business Development and Secretary
Francis Hassis	Executive Vice President - Operations
Russ Brown	Executive Vice President – Operations
John Schoenberger	Senior Vice President – Finance and Treasurer
Tim Robinette	Senior Vice President - Operations
John Washburn	Senior Vice President - Sales
Bruce Williams	Senior Vice President - Scaffolding
Kyle Horgan	Senior Vice President - Pump and Power and Climate Control
Katy Godwin Lovering	Director of Customer and Government Contracts
Vins Thornhill	Scaffold Operations Manager

FURTHER RESOLVED, that all actions taken by any of the above person(s) prior to the date hereof in connection with any transaction consistent with, any or all of the foregoing resolutions, and all transactions related thereto, are hereby approved, ratified and confirmed in all respects as actions of the Corporation.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2015

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
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
359925-Sunbe-GAW-15-16 988 NO AI N/A N/A N/A

INSURED
SUNBELT RENTALS, INC.
2341 DEERFIELD DRIVE
FORT MILL, SC 29715

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Travelers Property Casualty Company Of America	25674
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : Travelers Indemnity Company Of Conn.	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-003461078-42 **REVISION NUMBER:** 14

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:			OGLG24876561 $1,000,000 - Self Insured Retention	09/30/2015	09/30/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,500,000 $ 1,500,000 $ SELF-INSURED $ 1,500,000 $ 1,500,000 $ 1,500,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TC2J CAP 9531B41A-TIL-15 'Owned Vehicles' TC2J CAP 9531B421-A15 'Rented Vehicles'	09/30/2015 09/30/2015	09/30/2016 09/30/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Self Insured for Phy Dmg	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TC2OUB9531B34-1-15 (AOS) TRKUB-9531B40-8-15 (AZ, MA, WI)	09/30/2015 09/30/2015	09/30/2016 09/30/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

SUNBELT RENTALS, INC
2341 DEERFIELD DRIVE
FORT MILL, SC 29715

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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DRUG-FREE WORKPLACE FORM

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

04/06/2016
Date

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160059
Purchase a new Articulating Boom Lift

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

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

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

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

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

Name of Organization/Proposer Sunbelt Rentals, Inc.

Signature

Printed Name and Title Katy G. Lovering - Director of Customer & Government Contracts

Date 04/06/2016

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.
SUNBELT RENTALS, 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.)
2341 DEERFIELD DRIVE ***remit cks only: PO BOX 409211***

Requester's name and address (optional)

6 City, state, and ZIP code
FORT MILL, SC 29715 ***ATLANTA, GA 30384-9211***

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 8 – 0 4 1 5 1 9 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Carla Wells Date ▶ 1-4-2016

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.

600 SERIES

ARTICULATING BOOM LIFTS

JLG reachingout.

Performance

Platform Height		
600A	60 ft 5 in.	18.42 m
600AJ	60 ft 7 in.	18.47 m
Horizontal Outreach		
600A	39 ft 7 in.	12.07 m
600AJ	39 ft 9 in.	12.10 m
Up and Over Clearance	26 ft 7 in.	8.1 m
Swing	360 Degrees Continuous	
Platform Capacity Restricted (600A)	1,000 lb	450 kg
Platform Capacity Unrestricted	500 lb	227 kg
Platform Rotator	180 Degrees Hydraulic	
Jib Range of Articulation (600AJ)	130 Degrees (+70, −60)	
Weight		
600A	22,150 lb	10,047 kg
600A Narrow	24,100 lb	10,931 kg
600AJ	23,050 lb	10,455 kg
600AJ Narrow	24,200 lb	10,977 kg
Max. Ground Bearing Pressure		
600A	77 psi	5.5 kg/cm²
600A Narrow	94 psi	6.6 kg/cm²
600AJ	75 psi	5.27 kg/cm²
600AJ Narrow	94 psi	6.6 kg/cm²
Drive Speed 2WD	4.25 mph	6.8 kph
Drive Speed 4WD	4.25 mph	6.8 kph
Gradeability 2WD	30%	
Gradeability 4WD	45%	
Axle Oscillation	8 in.	20.4 cm
Turning Radius Inside/Outside		
2WS	11 ft. 5 in./17 ft. 8 in.	3.48 m/5.38 m
4WS	5 ft. 6 in./11 ft. 8 in.	1.68 m/3.56 m
Narrow Models		
4WS	5 ft. 7 in./11 ft. 2 in.	1.7 m/3.4 m

Standard Specifications

Power Source

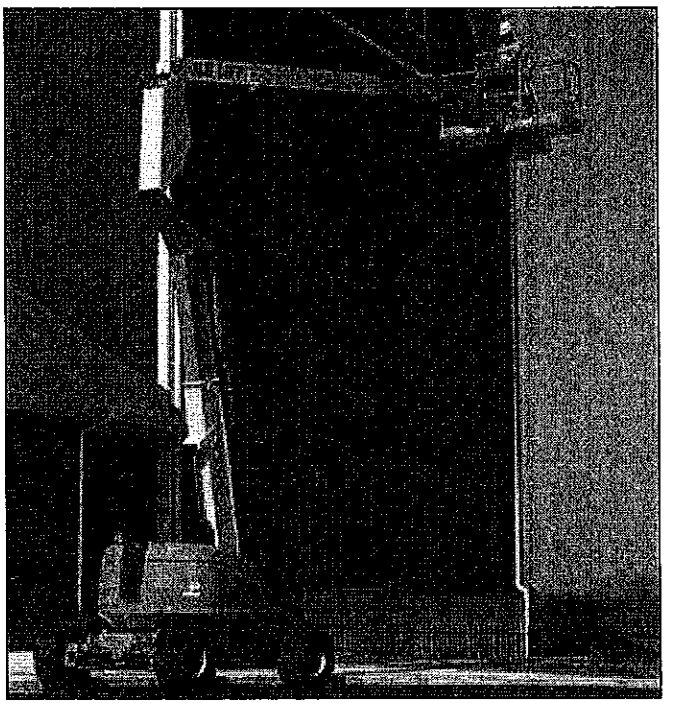
Dual Fuel Engine		
GM Vortec 3000 MPFI	82 hp	61 kw
Diesel Engine		
Deutz TD2.9L4 Tier 4 Final	48.8 hp	36.4 kw
Fuel Tank Capacity	30 gal.	113.6 L

Hydraulic System

• Capacity	30.6 gal.	115.8 L
• Auxiliary Power	12V DC	

Tires

• Standard	IN355/55D-6.25 Low Profile
• Narrow Models	14 x 17.5 Air Boss
• Optional	Foam-Filled



Standard Features

- Oscillating Axle
- 180 Degree Hydraulic Platform Rotator
- 110V-AC Receptacle in the Platform
- 5 Degree Tilt Alarm/Indicator Light
- Swing-Out Engine Tray
- 12V-DC Auxiliary Power
- Hourmeter
- Horn
- Control ADE® System
- Proportional Controls
- Gull-Wing Engine Hood
- Platform Console Machine Status Light Panel*
- Lifting/Tie Down Lugs
- All Motion Alarm
- Glow Plugs (Diesel Engines)

* Provides indicator lights at platform control console for system distress, 5 degree tilt light, and foot switch status.

Accessories & Options

- Platform: 36 x 72 in. (0.91 x 1.83 m)
- Fall Arrest Platform, Rear Entry[1]: 36 x 96 in. (0.91 x 2.44 m)
- Self-Closing Gate
- Mesh to Top Rail—Bolt-on Aluminum
- Soft Touch System
- Operator Tool Tray
- 43.5 lb (19.7 kg) Propane Tank
- Cold Weather Start Kit[2]
- Hostile Environment Kit[3]
- Light Package[4]
- Platform Worklights
- Flashing Amber Beacon
- Arctic Package[5]
- Accessory Packages:
  - SkyPower®
  - SkyWelder®
  - SkyGlazier®
  - SkyCutter®
  - Pipe Rack

1. Foam-filled tires required.
2. Includes glow plugs (Diesel), battery heater, oil tank heater.
3. Includes console cover, boom wipers and cylinder bellows.
4. Includes head and tail lights, and platform worklights.
5. Includes arctic hydraulic hoses (drive and steer only) and main boom cable, arctic hydraulic oil, extreme cold engine oil, fuel conditioner, engine block heater, battery blanket, glow plugs, hydraulic tank heater, and oversized footswitch.4. Not available on Multi-Powered models.
6. 2WD only.
7. Includes head and tail lights, and platform worklights.
8. Includes hydraulic tank heater, battery heater, and heater pad for block.

Note: Some options may increase lead time, and some option combinations may not be available.

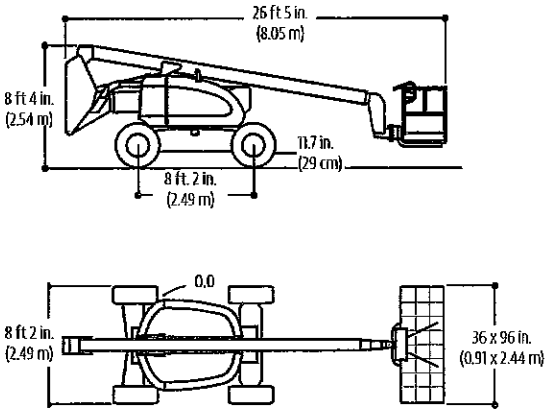
600 SERIES
ARTICULATING BOOM LIFTS

JLG reachingout.

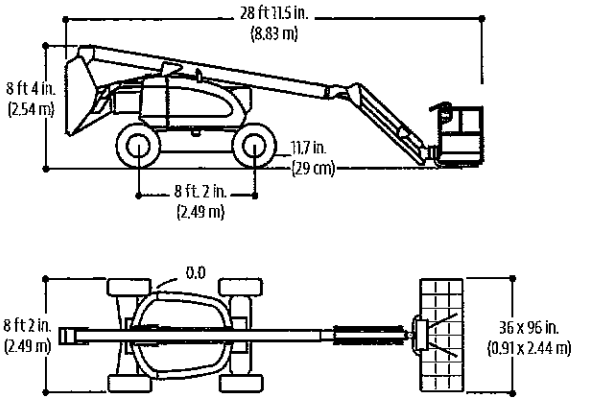
Dimensions

All dimensions are approximate.

600A

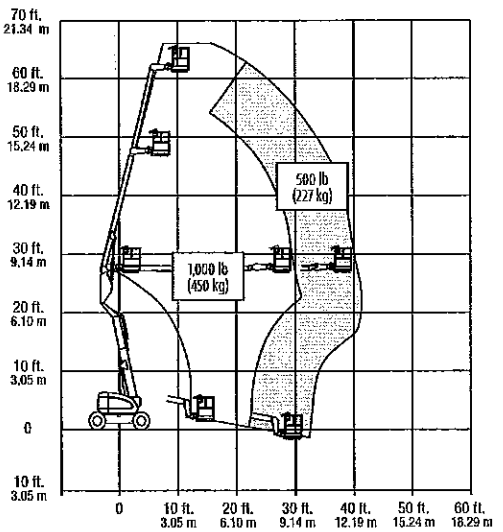


600AJ

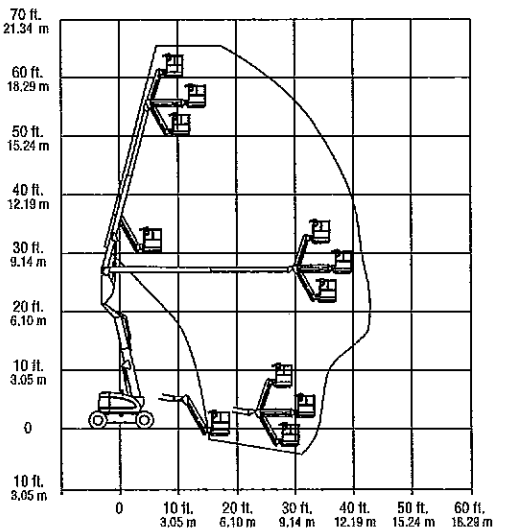


Reach Diagram

600A



600AJ



The JLG "1 & 5" Warranty

JLG Industries, Inc. backs its products with its exclusive "1 & 5" Warranty. We provide coverage on all products for one (1) full year, and cover all specified major structural components for five (5) years. Due to continuous product improvements, we reserve the right to make specification and/or equipment changes without prior notification. This machine meets or exceeds applicable OSHA Regulations in 29 CFR 1910.67, 29 CFR 1926.453, ANSI A92.5-2006, and CSA Standard CAN3-B354.2-M82, as originally manufactured for intended applications.

Part No.: 3131120
R051410
Printed in USA

JLG Industries, Inc.
1 JLG Drive
McConnellsburg, PA 17233-9533
Telephone 717-485-5161
Toll-free in US 877-JLG-LIFT
Fax 717-485-6417
www.jlg.com

An Oshkosh Corporation Company

JLG NEW PRODUCT WARRANTY
AMERICAS

JLG Industries, Inc. ("JLG") warrants its new products made by it to be free from defects in material or workmanship for twelve (12) months from the warranty start date.

In addition, JLG further warrants the structural elements of each new Boom Lift, Scissor Lift, Vertical Mast, Telehandler, Trailer and Trailer Boom (JLG LiftPod Product excluded) made by it, as defined in its then current warranty policies and procedures, to be free from defects in material or workmanship for five (5) years from the warranty start date.

JLG further warrants the powertrain of each of the new telescopic handlers made by it, as defined in its then current warranty policies and procedures, to be free from defects in material and workmanship for twenty-four (24) months or 2,000 hours-whichever occurs first.

JLG agrees only to repair or replace at its own expense, F.O.B. (E.X.W.), the place or places of manufacture, any part or parts of the product found to be defective in material or workmanship, provided JLG is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect. In no case shall any warranty extend to defects in materials, components, or services furnished by third parties. Defects caused by chemical action or the presence of abrasive materials and defects arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of this warranty. If any repairs or alterations are made or any parts are replaced during the applicable warranty periods by anyone other than JLG or an entity authorized by JLG in accordance with authorized JLG service manuals or with parts, accessories, or attachments other than authorized by JLG for use in its products, customer shall pay for such repairs or parts without recourse against JLG, and JLG shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. JLG's obligations under this warranty shall at all times be subject to its then current warranty policies and procedures. The above mentioned warranty shall not apply to replacement or service parts made and sold by JLG. Routine maintenance, routine maintenance items (including paint and decals), and minor adjustments are excluded from this warranty. Certain components, including, but not limited to, engines, tires and batteries, which may be a part of the product are not manufactured or warranted by JLG. Any applicable warranty for such components is provided through the original manufacturer of the component or its distributor organization.

JLG Warranty Policy covers Parts, Labor, and Travel costs as outlined in JLG's then current warranty policies and procedures. JLG LiftPod Product is excluded from Travel coverage.

JLG Warranty Policy does not cover any duties, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, and petrochemical items.

Under no circumstances shall JLG be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by JLG or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased over head, labor and material costs, and cost of manufacturing variances and operational inefficiencies. JLG's maximum liability under this warranty shall be the purchase price paid to JLG with respect to the product to which such warranty is claimed. The limitation of liability provisions herein shall apply to any and all claims or suits brought against JLG, including any claim based upon negligence, breach of contract, breach of warranty, strict liability or any other theories upon which liability may be asserted against JLG.

This warranty constitutes JLG's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. JLG does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this warranty. **JLG EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, EXCEPT FOR THE EXCLUSIVE WARRANTY PROVIDED HEREIN, OR IMPLIED WARRANTIES AS TO MERCHANTABLITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

This warranty shall be void, if, upon the occurrence of any incident involving any product made by JLG and resulting in any personal injury or property damage, customer shall fail to notify JLG within 48 hours of such occurrence or permit JLG and its representatives to have immediate access to such product and all records of or within the control of customer relating to the product and occurrence.

CHECKLIST
Bid #20160059
Purchase a New Articulating Boom Lift

Name of Bidder: Sunbelt Rentals, Inc.

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

- x E-Bid Reply Sheet #20160059 with proper signatures upload to DemandStar
- x $500.00 Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid shall be considered non-responsive.
- x Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.
- x Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- x Drug-Free Workplace Form uploaded to DemandStar
- x Required forms: Vendor Code of Ethics
  All forms are to be uploaded to DemandStar
- x Required W-9 as per Section 1.13 uploaded to DemandStar
- x Copy of the Checklist uploaded to DemandStar
- x Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #
- x Have reviewed the Contract and accept all City Terms and Conditions
- x All pricing has been mathematically reviewed and all corrections have been initialed
- x All price extensions and totals have been thoroughly checked

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

SOLICITATION REQUEST

Department: 3560 Department Technical Specialist: Brad Macek Extension: 6412

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Articulating boom lift

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 N/A
Replacement: [X] Yes [ ] No Total Project Budgeted Amount: $97,693.00
If professional services what is the estimated construction cost _____ Any grant funds being used for consultants _____ construction _____ Type of Grant _____
Liquidated damages amount (for construction only); _____
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
564400	431	3560		

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: Old articulating boom is old and unreliable. It has been auctioned. (UM-0304)

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

11-20-15
Date

11/20/2015

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid # 20160059
(E-Bid)

PURCHASE A NEW ARTICULATING BOOM LIFT

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

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INVITATION TO E-BID

Sealed Bid #20160059 to Purchase a New Articulating Boom Lift will be received by the Procurement Management Department of the City of Port St. Lucie (City) no later than 11:00 am on Thursday April 7, 2016.

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

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

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

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

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

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

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

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Hawes in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5221, Fax (772) 871-7337, and/or email: shawes @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after March 28, 2016 may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Hawes is the only individual authorized to represent the City.

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

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-33
- E-Bid Reply Sheet #20160059 pages 11-14 (included in E-Bid Specifications)
- Drug Free Workplace Form
- Vendor Code of Ethics

Sherri Hawes
Buyer

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

SPECIFICATIONS

SEALED E-BID # 20160059
PURCHASE A NEW ARTICULATING BOOM LIFT

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to Purchase a new Articulating Boom Lift.

It is the intent of the City to enter into a Lump Sum Contract for the purchase of a new Articulating Boom Lift for the Utility Systems Department. This boom lift will be used for maintenance and will need to be four (4) wheel drive as it will need to access areas that are not paved and in grassy areas.

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

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

1. GENERAL REQUIREMENTS

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

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

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

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160059 It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the Lump Sum from line 5.4 on the E-Bid Reply Sheet #20160059 that represents the best value to the City

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

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

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

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

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

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

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160059 should be typed or printed and signed. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in one (1) file.

No hard copies will be accepted.

A. Request Bid Specifications and all Attachments, #20160059 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet and save to your hard drive, program is in Word Office 2007 Professional. Enter total unit price on the E-Bid Reply Sheet #20160059 and save.

C. Complete company information on E-Bid Reply Sheet # 20160059

D. Enter lump sum total on line 5.4 on the E-Bid Reply Sheet # 20160059. Demandstar total shall agree with the E-Bid Reply Sheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar, and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet # 20160059 where indicated.

F. Upload and submit in one (1) PDF File: E-Bid Reply Sheet/ Questionnaire #20160059, $500.00 Bid Bond (**shall** be received within five (5) business days after the opening or your bid will be deemed non-responsive), Insurance Certificate(s), License, Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet # 20160059. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

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

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

1.9 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract and deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable The City will then execute the Contract. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council, has been executed by the City Manager, and a purchase order or Visa order form has been issued.

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

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

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed

subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

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

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

1.12 Permits - The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.12.1 Permit Fees: N/A

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

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

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

2. SPECIFIC REQUIREMENTS

2.1 Samples N/A

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

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

2.4 Proposal Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than five ($500.00) dollars of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

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

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements - N/A

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

(Balance of page is intentionally left blank)

E-Bid Reply Sheet/Questionnaire # 20160059
Purchase a new Articulating Boom Lift

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

_____
President

_____
Vice President

_____
Treasurer

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

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

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

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

5.4 Lump Sum Total: $_____

5.5 Expected Number of days for delivery: _____

5.5 Provide a brochure with photos of the Articulating Boom Lift

5.6 Provide specifications and warranty for the Articulating Boom Lift

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

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.4 above and entered o the Demandstar web page. The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

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

6. INSURANCE CERTIFICATES LICENSE - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

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

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

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

_____

_____

_____

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

_____

_____

_____

_____

_____

(Insert additional lines if necessary.)

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

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

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

_____

_____

_____

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

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

_____

_____

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

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

_____

_____

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

15. CERTIFICATION

This bid is submitted by: I (print) _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same

materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

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

_____ _____

Signature Title

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

(seal)

(balance of this page is left intentionally blank)

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

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160059

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

RECITALS

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

SECTION I
NOTICES

Project Manager: Utility Systems Department
Attn: Brad Macek
City of Port St. Lucie
900 SW Odgen Lane
Port St. Lucie, FL. 34983
Telephone: 772-873-6412
Email: bmacek@cityofpsl.com

City Contract Administrator: Procurement Management Department
Attn: Sherri Hawes, Buyer
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-7390 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

Vendor: _____
_____
_____
_____
_____
Telephone: _____ Fax: _____
Email:

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160059, and all agenda are made part of this Contract to Purchase a new Articulating Boom Lift, are hereby incorporated by this reference.

SCOPE OF WORK: Purchase and delivery of a new JLG 600AJ Articulating Boom Lift with the following specifications or equal:

Requirements:
- Boom lift maximum height of sixty (60) feet
- Four (4) wheel drive with hydraulic piston two (2) speed motors, gear reduction hubs and spring applied brakes for four (4) wheel drive traction, and that provides maximum traction and ease of steering.
- Front axle oscillates when traveling with counterweight over steer tyres, assistants in accessing difficult sites
- Four (4) wheel steer with operator selectable individual steer function for ease of operation
- Proportional controller for lift and lower and boom swing that will give smooth control
- One handler operation for operator comfort and control.
- Proportional drive controller that will give smooth control
- Low Maintenance steel platform with non-skid mesh floor, and side entry gate
- Enclosed foot switch
- Jib boom and basket rotate that allows additional functionality and access to third to reach positions
- Load sensing system
- QuikStick boom function that allows for fast operation from ground to full height using upper boom lift and telescoping and jib
- Increased up and over height and elevated drive that will allow easy access to multiple level positions
- Tie down and lifting lugs for ease of transport
- Urethane filled, puncture proof lug tyres
- High speed, four (4) cylinder engine, oil cooled engine and transmission pump to match drive and function power and performance
- Cylinder boots to protect cylinder rods from contaminants
- Power inverter with outlet on boom

Include all Specifications Sheets for Product purchased.

Delivery

Delivery shall be made to: City of Port St. Lucie Utility Systems Department
C/O First Vehicle Services
450 SW Thornhill Drive
Port St. Lucie, FL 34984

Service Manuals

Two (2) full sets of Operating and Maintenance Manuals shall be supplied with the lift. Must include two (2) Operators Manuals, two (2) Complete Parts and Maintenance Manuals, and one (1) Operational and Safety DVD for training purposes.

Warranty:

Minimum one (1) year Parts and Labor Warranty, two (2) years Structural Warranty on Boom Lift. Also any other Manufactures warranties for this vehicle.

SECTION III
TIME OF PERFORMANCE

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

SECTION IV
RENEWAL OPTION

"Not Applicable"

SECTION V
COMPENSATION

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

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

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

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

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

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

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

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of Procurement Management Department or her designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. All work changes over $25,000.00 must be approved by City Council.

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 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 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 #20160059 – Purchase a new Articulating Boom Lift shall be listed as additionally insured.". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the

City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds – N/A

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

SECTION XII
CLEANING UP

"Non -Applicable"

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the

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

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

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

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

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

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

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

City's Public Relations Image – N/A

Dress Code – N/A

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

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

Discrepancies – N/A

Permission to Use – N/A

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

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to

perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

Erosion and Sediment Control – N/A

Water Resources – N/A

Native Vegetation – N/A

Sanitary Conditions – N/A

Access to Work – N/A

Foreman or Superintendent and Workmen – N/A

Adjustments – N/A

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

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

Damage to Property – N/A

SECTION XV
LICENSING

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

SECTION XVI
SAFETY PRECAUTIONS

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

Safety Data Sheets - 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) – N/A

Safety Precautions – N/A

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the

Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(balance of the page is left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

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

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160059
Purchase a new Articulating Boom Lift

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

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

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

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

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

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

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

CHECKLIST
Bid #20160059
Purchase a New Articulating Boom Lift

Name of Bidder: _____

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

_____ E-Bid Reply Sheet #20160059 with proper signatures upload to DemandStar

_____ $500.00 Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid shall be considered non-responsive.

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

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

_____ Drug-Free Workplace Form uploaded to DemandStar

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

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

_____ Copy of the Checklist uploaded to DemandStar

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

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

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

_____ All price extensions and totals have been thoroughly checked

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

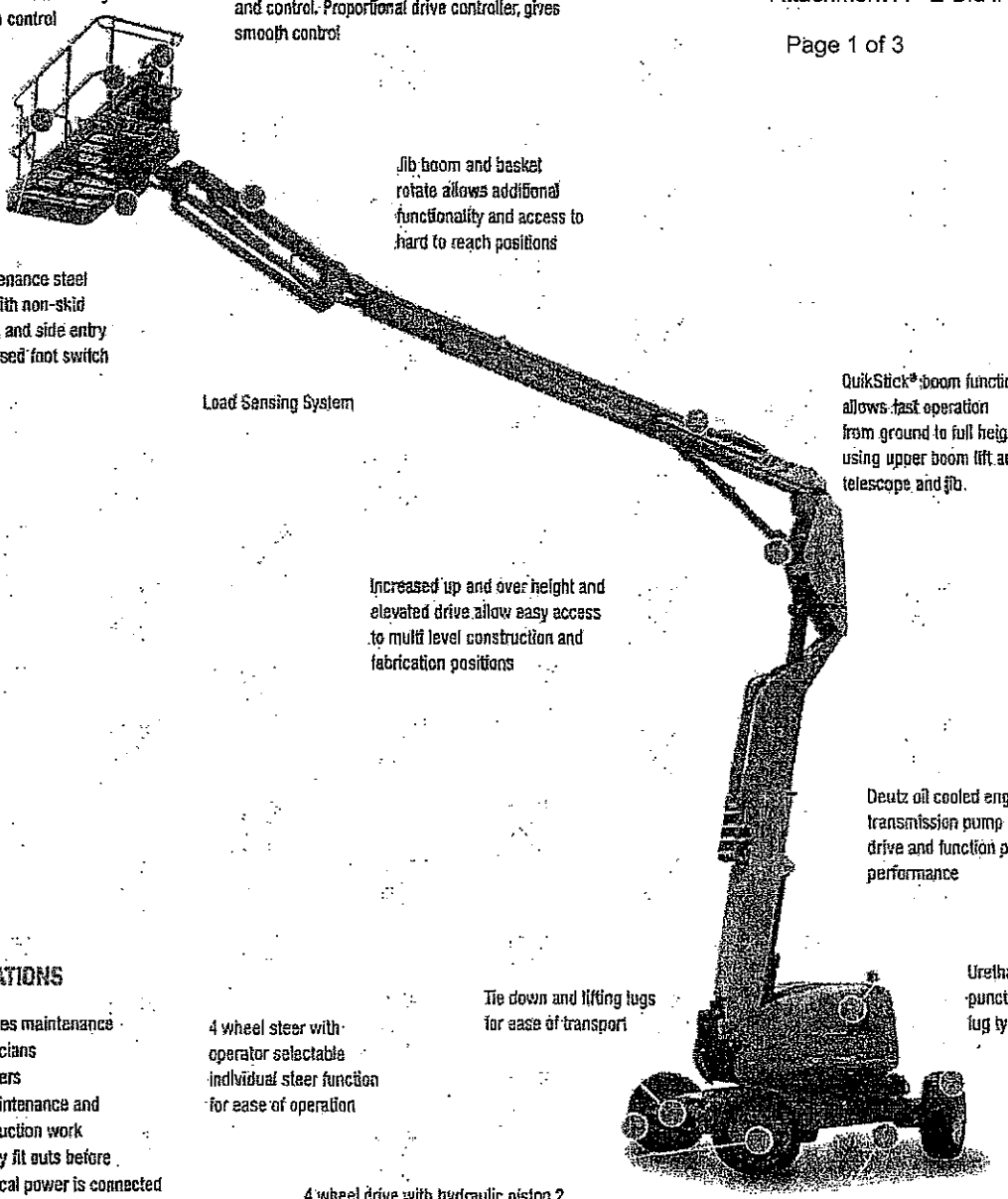
Example of requested Articulating Boom Lift

City of Port St. Lucie
Purchase of new Articulating Boom Lift

(3 pages follow as a separate attachment)

(Balance of page left intentionally blank)

60DAJ Articulating Boom Lift



APPLICATIONS

- Facilities maintenance
- Electricians
- Plumbers
- All maintenance and construction work
- Factory fit outs before electrical power is connected
- Steel building fabrication and pipe installation
- Steel cladding contractors

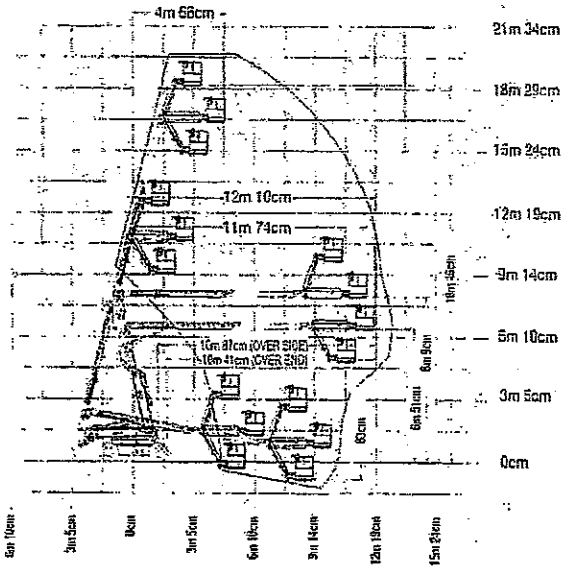
600AJ Articulating Boom Lift

QUESTIONS TO ASK

- What are the ground conditions in the work area?
- What are the site conditions travelling around the site?
- What is the working height needed for the job?
- What is the outreach required for the job?
- What is the up and over height needed to reach when working in congested sites?
- Do you need an extension lead outlet in the platform?
- Will an inbuilt Miller 5.5kVA generator make the job easier?

KEY SELLING POINTS

- Smooth control, proportional hydraulic 4 wheel drive, with two speed ranges
- Proportional lift and swing controls at the platform for fast functionality
- Oscillating front steer axle with the boom within 10 degrees of centre, assists 4 wheel drive traction
- 4 wheel steer
- Jib boom and basket rotate
- Knuckle boom arrangement allows fast operating speeds
- Cylinder boots protect cylinder rods from overspray and contaminants
- Lug pattern urethane filled tyres
- Multi axis 4 degree level sensor
- Plug in JLG analyser at platform and base to indicate system functions for servicing and adjustment
- Deutz Engine D2011 L04. High speed, 4 cylinder, liquid (oil cooled), 48.5kW engine pre-glow and post-glow feature reduces emissions

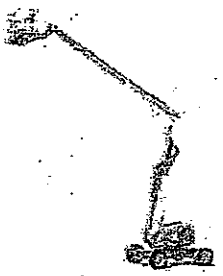


SPECIFICATIONS

Performance:	
Platform Height (max.)	18.29m
Working Height	20.29m
Platform Rotation Angle	180°
Jib Raise Angle	70°
Jib Lower Angle	65°
Jib Articulation Range	135°
Maximum Horizontal Outreach	12.12m
Platform Capacity	230kg
Slewing Angle	360°
Continuous Slew	Yes
Dimensions:	
Stowed Length	8.83m
Stowed Height	2.57m
Overall Width	2.44m
Wheelbase	2.44m
Ground Clearance	0.30m
Platform Width	2.44m
Platform Length	0.91m
Overall Jib Length	1.83m
Tailswing	0m
Axle Oscillation	Std
Power:	
Power Source	Diesel
Engine Make	Deutz
Engine Model	D2011 L04
Engine Power	48kW
Genset	5.5kVA Miller
Auxiliary Power	12V Pump
Travel:	
Tyre Size	14 x 17.5
Tyre Type	Urethane Filled
Inside Turn Radius	1.68m
Outside Turn Radius	3.56m
Gradeability with 4WD	45%
Drive Speed - 4WD	7.68km/h
Maximum Ground Bearing Pressure	5.25kg/cm²
Weights and Capabilities:	
Fuel Tank Capacity	113.56 Ltr
Hydraulic Tank Capacity	115.83 Ltr
Operating Weight	11,900kg

JLG 600AJ

JLG 600AJ



Platform Height:	60' 7"	Power Source:	Dual Fuel
Horizontal Outreach:	39' 9"	Fuel Type:	Gas/Diesel
Swing:	360° Non-Continuous	Fuel Capacity:	30 gal
Platform Rotator:	180° Hydraulic	Auxiliary Power:	12V DC
Platform Capacity:	500 lbs	Noise Level:	70 dBa
Platform Size:	36" x 96"	Drive Speed 2WD/4WD:	4.25 mph
Overall Width:	8'	Gradeability 2WD/4WD:	30%/45%
Tailswing:	-	Turning Radius 2WD/4WD Inside:	11' 5"/5' 6"
Stowed Height:	8' 4"	Turning Radius 2WD/4WD Outside:	17' 8"/11' 8
Stowed Length:	28' 11.5"		
Wheelbase:	8'		
Ground Clearance:	12"		
Weight:	23,050 lbs		
Ground Bearing Pressure:	75 psi		

A Harness is required to Operate this Equipment

VETERAN OWNED BUSINESS

BID OPENING ATTENDANCE
SEALED BID-201600059-SH
Purchase a New Articutlating Boom Lift
April 7, 2016 @ 11:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Sherri Hawes	City – PMD	shawes@cityofpsl.com	T772-871-5221
				F772-871-7337
2.	Brad Macek	PSLUSD	bmacek@cityofpsl.com	T 772-873-6400
				F 772-873-6405
3.	Gina Jolly	PMD		T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 5/9/16

TO: Mayor and City Council

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

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: 20160124 – Purchase New Kubota Tractor 4WD w/Attachments

Submittal Date: 4/29/2016

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

BACKGROUND: The Saints Golf Course is in need of a new Kubota tractor. The purchase of this tractor will replace the old and failing 2001 John Deere and 1999 Bobcat which will be traded in towards the purchase of the new tractor. The new tractor will not only improve productivity but will serve to bring the Saints' tractor fleet up-to-date with better fuel efficiency and lower emissions. Equipment repair costs and lost time due to breakage will be alleviated with the trade-in of aged and failing equipment and the purchase of the new Kubota tractor. The new Kubota tractor will serve as not only a loader/fork lift but also a tractor to use on the course for summer renovations and cultivations. Saints staff selected the Kubota tractor for several reasons: the Saints currently has a Kubota tractor in their fleet of maintenance equipment and the Kubota not only has a great reputation, but has proven the most reliable of the tractors they have and currently use; the Kubota is slightly less expensive for the same amount of horsepower over the John Deere; City mechanics are familiar with the Kubota and staff considered the future savings the City will realize from the various replacement parts that are already in

stock. The Saints staff determined the Kubota to be the best value for the City, now and in the future.

ANALYSIS: It is the intent of the Saints Golf course to purchase a new Kubota tractor Model Code M5660SUHD from Florida Coast Equipment utilizing State Contract 21100000-15-1 Agriculture and Lawn Equipment. In addition to the 23.49% discount from the contract, we will also realize a $17,000.00 savings for the trade-in of two old tractors; a 2001 John Deere Tractor with front bucket loader and backhoe attachments (Fixed Asset # 7467) and a 1999 Bobcat A300 Skid Steer (Fixed Asset #8743). The transaction summary is listed below. Safety features and attachment options in the amount of $7,876.45 will be added to the tractor for safety protection and to increase the tractor flexibility for use on various projects. The trade-in amounts offered by Florida Coast Equipment, Inc., have been researched and verified as fair market values for both the John Deer tractor and the 1999 Bobcat Skid Steer in their current condition. The net purchase price of the Kubota tractor is $14,205.11.

Summary of transaction is as follows:

$30,491.00 MSRP for new Kubota Tractor
-$ 7,162.34 (-23.49% state contract discount)
$ 23,328.66 (Initial purchase price)
+ 7,876.45 (addition of safety features and attachment options)
$ 31,205.11
-$12,000.00 (trade in savings for 1999 Bobcat with attachments)
$ 19,205.11
-$ 5,000.00 (trade in savings for 2001 John Deere loader backhoe)
$ 14,205.11 Net purchase price of Kubota Tractor with attachments

FINANCIAL INFORMATION: Funds are budgeted in the Parks & Recreation Department, Capital Outlay, other Machinery and Equipment.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, equal to or lower than existing State Contract, Chapter 35.06, and to purchase the new Kubota tractor Model Code M5660SUHD from Florida Coast Equipment, Inc., for a total cost of $14,205.11. Declare attached surplus forms for 1999 Bobcat and 2001 John Deere as surplus and approve trade in towards the new Kubota tractor.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Department Memo, Request to Relinquish Surplus Forms, Quote from Florida Coast Equipment, Inc, Quote to purchase used equipment from Express Reel Grinding, Inc., State Term Contract No 21100000-15-1 and State Term Contract Vendor Pricing

*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.

PORT ST. LUCIE PARKS & RECREATION

INTER-OFFICE MEMO

TO: Procurement Management Department

FROM: Saints Golf Course

RE: Kubota Tractor purchase

DATE: April 6, 2016

It is the intent of the Saints Golf course to purchase a new Kubota tractor utilizing state contract 21100000-15-1 Agriculture and Lawn Equipment. In addition to the 23.49% discount from the contract we will also realize a $17,000.00 savings for the trade in of two old tractors, a 2001 John Deere and a 1999 Bobcat. The new tractor will not only improve productivity but will serve to bring our tractor fleet up to date with better fuel efficiency and lower emissions. Equipment repair cost and lost time due to breakage will be reduced with the addition of the new tractor which will serve as not only a loader/fork lift but also a tractor to use on the course for summer renovations and cultivations. We submit this request in the belief that the purchase will assist the Saints in upholding its City Council directed goals and objectives for the operation. This goal is to maintain profitability by making improvements based upon natural depreciation of our course and equipment to ensure the best value golf experience on the Treasure Coast. The funds to complete this purchase are available in our 2015-2016 budget in Capital Outlay 421-7250-5644.

$ 30,491.00	MSRP for new Kubota Tractor
-$ 7,162.34	(-23.490% state contract discount)
$ 23,328.66	
+$ 7,876.45	(addition of safety features and attachment options)
$ 31,205.11	
-$ 12,000.00	(trade in savings for 1999 Bobcat with attachments)
$ 19,205.11	
-$ 5,000.00	(trade in savings for 2001 John Deere loader backhoe)
$ 14,205.11	

Total purchase price $14,205.11

2195 SE Airoso Blvd.
Port St. Lucie, FL 34984
Telephone: (772) 878-2277
Fax: (772) 871-5290

Scan to OMB ✓ 4/11/16

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 3/30/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sperman Conrad

CONTACT PERSON AND TELEPHONE NUMBER Ralph Dakin (772) 267-7535

DEPARTMENT P&R Saints Golf Course 7250

ITEM DESCRIPTION 1999 BOBCAT A300 SKIDSTEER w/ BUCKET ATTACHMENTS

ITEM LOCATION 2601 S.E. Morningside Blvd, Port Saint Lucie

MANUFACTURER BOBCAT

MODEL # A300 SERIAL # 521111534

FIXED ASSET # 8743 EST. CURRENT VALUE $ 12,000.00

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

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

IF YES: ON WHAT ITEM M5660 Kubota Tractor

VALUE OFFERED $ 12,000 VENDOR Florida Coast Equipment

****

RECOMMENDATION:

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

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. #_____

****

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

****

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

****

LARGE LOADER BUCKET –
GRAPPLE BUCKET — 14839
FORKS — 14833
AUGER — 14840
BACKHOE ATTACHMENT –
BACKHOE BUCKET LARGE –
BACKHOE BUCKET MED. —
BACKHOE BUCKET SM. —

APR 12 2016

Scan to OMB ✓ 4/11/16

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 3/30/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Steven Conrad

CONTACT PERSON AND TELEPHONE NUMBER Ralph Dakin (772) 267-7535

DEPARTMENT P&R Saints Golf Course 7250

ITEM DESCRIPTION 2001 JOHN DEERE TRACTOR w/ FRONT BUCKET LOADER + BACKHOE ATTACHMENTS

ITEM LOCATION 2601 S.E. Morningside Blvd, Port Saint Lucie

MANUFACTURER JOHN DEERE

MODEL # 4600 SERIAL # LV4600-P465677

FIXED ASSET # 7467 EST. CURRENT VALUE $ 5,000.00

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

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

IF YES: ON WHAT ITEM M5660 Kubota tractor

VALUE OFFERED $ 5,000 VENDOR Florida Coast equipment

****

RECOMMENDATION:

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

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. #_____

****

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

****

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

****

RECEIVED
APR 12 2016
Procurement Management Department

FLORIDA COAST EQUIPMENT, INC.

9775 W Boynton Beach Blvd
Boynton Beach FL 33472

PHONE: 561-369-0414 FAX: 561-369-1292 EMAIL: www.equipment@aol.com

Quoted By:
Doug Ward
Cell 561-652-1936

Contact:	Ralph Dakin	Customer Name:	The Saints Golf Course
Phone #:		Address:	2601 SE Morningside Blvd.
Fax #:		City:	Port Saint Lucie
Email #:		State:	FL ZIP: 34952

COMMENTS: Prices for product quoted are good for 14 days from quote date.

I (we), the undersigned, hereby order from you the Equipment described below, to be delivered as shown above. This order is subject to your ability to obtain such equipment from the manufacturer and you shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

ORDERING INFORMATION			PRICING INFORMATION		
QTY.	MODEL CODE	DESCRIPTION AND SERIAL NUMBER	UNIT LIST PRICE	UNIT CUSTOMER DISCOUNT PRICE	TOTAL CUSTOMER DISCOUNT PRICE
	Catalog / Price Sheet items being purchased - Itemize Below				
1	M5660SUHD	New Kubota Tractor 4wd	$30,491.00	$23,328.66	$23,328.66
		56 HP Diesel Tier 4			
	AMR8526/AMR8541	Turf Tires R-3			
1	LA1154SU	Front end loader, QA coupler	$5,629.00	$5,347.55	$5,347.55
1	M1676A	Front grill guard	$196.00	$186.20	$186.20
1	M1611	6' QA bucket	$686.00	$651.70	$651.70
1	M1609	Pallet Fork frame	$690.00	$655.50	$655.50
1	K9059	48" Pallet Forks (for use with M1609)	$512.00	$486.40	$486.40
1	E1134	Deluxe Canopy top	$387.00	$367.65	$367.65
1	E1138	Mounting Kit for E1134	$191.00	$181.45	$181.45
				Subtotal:	$31,205.11

Other Allowances, Discounts, Trade-Ins, Freight or Misc. Charges	
Trade In:	
Bobcat A300 Skid Steer w/ attachments	$ (12,000.00)
John Deere 4600 TLB	$ (5,000.00)
Subtotal:	$14,205.11
Applicable Sales Tax:	
Total Cash Price:	$14,205.11
Down Payment:	
TOTAL AMOUNT DUE	$14,205.11

Balance to be paid by: ☐ Cash ☐ Finance ____ Months @ ____ % with Insurance ___ Y or ___ N

Purchase Order #:

CUSTOMER SIGNATURE: X_____ DATE _____

DEALER SIGNATURE: X_____ DATE _____

The Standard Manufacturer's Warranty Applies, which does not include pick up or delivery.

Quote Date: 2/25/2016

Contract No.: 21100000-15-1 Agriculture and Lawn Equipment

Price Quote Form (PQF) V.2

Updated 10/29/2015

Vendor/Customer will need to fill in the sections that are in white

INSTRUCTIONS: Sections highlighted in; Yellow are for drop down menus, please select the correct answer. Blue is for auto fill sections. Just make sure the information that fills in the box is correct. Gray is for Titles. Other highlighted areas are just to show change in information or sections. Page numbers will be from the MSRP sheets available online.

Awarded Contractor Information

Vendor Name: (Drop Down)	Florida Coast Equipment Inc.		
Street Address:	9775 W Boynton Beach Blvd		
City, State, Zip:	Boynton Beach, FL 33472		
Contact Person:	Joe Moreno	Title:	Government Sales
Original Quote Date:	2/22/2016	Revised Quote Date:	Est. Delivery:
Phone #'s: Primary:	561-369-0414 x307	Secondary (optional):	561-436-3909
Email Address:	JMoreno@FloridaCoastEQ.com		
Fax #:	561-369-1282		

Requesting Agency Information

Agency Name:	The Saints Golf Course		
Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

Secondary Contact for Agency: (optional)

Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

Group	Group Description	Sub Group (Drop Down)	UNSPSC Commodity Code	Brand (Drop Down)
Group 12	Utility Tractors: Greater than or equal to 40 HP but less than 145 HP	20	21100000	Kubota

Sub Group Description: Compact Utility Tractors: Greater than or Equal to 40 HP but less than 75 HP (includes: Compact and Utility)

Manufacturer's Item Code	Base Equipment Description	Page Number	QTY	MSRP $###,###.##	% Discount	Total Discount Dollars For One Unit	Base Equipment Cost with Applied Discount for One Unit	Total cost
M5660SUHD	Open ROPS, 56hp Diesel, AMR8528/AMR8541 Tires	8-26	1	$ 30,491.00	23.490%	$ 7,162.34	$ 23,328.66	$ 23,328.66

Manufacturer's OEM Option Code(s)	OEM Option Description	Page Number	QTY	OEM Option $###,###.##	OEM Options Discount %	Total Discount Dollars For One Unit	Cost with Applied Discount For One Unit	Total cost
E1134	Deluxe Fiberglass Canopy Top	8-27	1	$ 367.00	5.00%	$ 19.35	$ 367.65	$ 367.65
E1135	Mounting Kit for E1134	8-27	1	$ 191.00	5.00%	$ 9.55	$ 181.45	$ 181.45
LA1154SU	Front End Loader with Quick Attach Coupler	8-161	1	$ 5,629.00	5.00%	$ 281.45	$ 5,347.55	$ 5,347.55
M1876A	Front Grille Guard	8-162	1	$ 196.00	5.00%	$ 9.80	$ 186.20	$ 186.20
M1811	6' QA Bucket	8-162	1	$ 686.00	5.00%	$ 34.30	$ 651.70	$ 651.70
M1809	Pallet Fork Frame	8-162	1	$ 550.00	5.00%	$ 34.50	$ 655.50	$ 655.50
K9258	48" Pallet Forks (for use with M1809)	8-162	1	$ 512.00	5.00%	$ 25.60	$ 486.40	$ 486.40
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
						$ 414.55	$ 7,876.45	$ 7,876.45
	TOTAL COST: OEM Options							
	SUB-TOTAL							$ 31,205.11

Accessories & Implements Item Code(s)	Accessories & Implements Item Description	Page Number	QTY	Accessories & Implements $###,###.##	Accessories & Implements Discount %	Total Discount Dollars For One Unit	Cost with Applied Discount For One Unit	Total cost
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
TOTAL COST: Accessories & Implements						$ -	$ -	$ -

OEM & Replacement Parts Item Code(s)	OEM & Replacement Parts Description	Page Number	QTY	OEM & Replacement Parts $###,###.##	MSRP Discount %	Total Discount Dollars For One Unit	Cost with Applied Discount For One Unit	Total cost
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
					0	$ -	$ -	$ -
TOTAL COST: OEM & Replacement Parts						$ -	$ -	$ -
Grand Total STC Price								$ 31,205.11
PO GRAND TOTAL								

Vendor Comments:	Trade-in: Bobcat A300 with attachements $12,000, Trade-in: John Deere 4600 Tractor Loader Backhoe $5,500.
Agency Comments:	

*UNSPSC = United Nations Standard Products and Services Commodity Code

Formulas are included in the BLUE shaded columns auto calculate.
Please complete only the Unshaded White cells or Yellow drop downs.

STATE AGENCIES MUST USE MP630!

Estimate

EXPRESS REEL GRINDING, INC.
7398 61ST STREET
VERO BEACH, FL 32967

Name/Address

THE SAINTS GC
C/O RALPH DANKIN

Date	Estimate No.	Project
03/15/16	45110-495	

Item	Description	Quantity	Cost	Total
	QUOTE TO PURCHASE USED EQUIPMENT			
USED EQUIPMEN	BOBCAT SKID STEER W/ ALL ATTACHMENTS IN NON-RUNNING ORDER	1	10,000.00	10,000.00T
USED EQUIPMEN	JD 4600 TRACTOR W/ BACKHOE/LOADER ATTACHMENT	1	4,000.00	4,000.00T
	Sales Tax		0.00%	0.00

Total $14,000.00

CERTIFICATION OF CONTRACT

TITLE: Agriculture and Lawn Equipment

CONTRACT NO.: 21100000-15-1

SOLICITATION NO.: 20-21100000-C

EFFECTIVE: September 1, 2015 – June 30, 2017

Revised:

CONTRACTOR(S):

1. Ariens Company – Gravely
2. Clark Equipment Company dba. Bobcat Company
3. CNH Industrial America LLC. – New Holland Brand
4. Deere & Company
5. Excel Industries, Inc. dba Hustler Turf
6. Federal Contracts Corp
7. Flagler Construction Equipment, LLC
8. Florida Coast Equipment Inc
9. ~~Florida Outdoor Equipment, Inc~~
10. Glade & Grove Supply Co., LLC
11. Kelly Tractor Co.
12. Moridge Manufacturing, Inc. dba Grasshopper Mowers
13. Ring Power Corp.
14. Roberts Supply, Inc.
15. Robinson Outdoors, Inc
16. Sarasota Fun Machines, Inc.
17. Sarlo Power Mowers, Inc.
18. Venture Products, Inc.
19. Wesco Turf, Inc.

A. AUTHORITY – Upon affirmative action taken by the State of Florida, Department of Management Services, a Contract has been executed between the State of Florida and the above designated Contractors. The Certification of Contract is not a contract, but is used when a large number of contractors are covered under the same contract. It allows the Department to display a single version of the contract and lists the contractors included under that agreement.

B. EFFECT – The Contract was entered into to provide economies in the purchase of agriculture and lawn equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, terms and conditions of the Contract and with the Contractors specified.

C. ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions. Products or services ordered shall not exceed the prices indicated.
All Contract purchase orders shall show the State Purchasing Contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

D. CONTRACTOR PERFORMANCE – Agencies shall report any vendor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

8/7/15

Rosalyn Ingram (Date)
Director of State Purchasing and
Chief Procurement Officer

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 5/9/16

TO: Mayor and City Council

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

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: E-Bid #20160078 – Wireless Microphones for Motorola Handheld Radios

Submittal Date: 4/28/2016

STRATEGIC PLAN LINK: Port St. Lucie Vision 2030, Principle A, "People feeling safe and secure at home, in their neighborhoods and around the community."

BACKGROUND: The Police Department current wired handheld radio microphones fail daily due to loss of connectivity. By removing the wire connection from the radio handheld microphones this will remove the connectivity failure. The wireless microphones will adapt to the radio units the patrol officers are currently using. These wireless microphones ease the configuration for the Officer patrol kits and has a lesser chance of the microphone wire being used as a tool for strangulation of an Officer. This technology is necessary to provide and improve the level of service to the citizens of the City. An E-Bid was issued on March 31, 2016. During this period there were sixty five (65) potential suppliers notified with fourteen (14) listed as plan holders. One (1) bid was received on April 21, 2016 and was deemed responsive meeting the specifications.

ANALYSIS: Staff reviewed the proposal and determined that Radeum, Inc. dba FreeLinc meets the requirements of the solicitation and provides the best value to the City. A specific brand was requested to adapt to the existing Motorola handheld radios with various supplies being notified and only one (1) bidder chose to bid. After doing research on the internet the cost to purchase from Amazon would have been $236. 55 per microphone totaling $39,030.75. By purchasing from Freelinc the cost savings is $7,491.00. The Bidder is not a local firm.

FINANCIAL INFORMATION: Funds are available in the General Fund/Neighborhood Policing/Office Supply/Jag State Award

LEGAL INFORMATION: Reviewed by Ella Gilbert on April 19, 2016 and approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid #20160078, Wireless Microphones for Motorola Handheld Radios to Radeum Inc. dba FreeLinc in the amount of $31,539.75, plus a one-time $10.00 indemnification fee. The contract period is for forty five (45) days from receipt of order with no renewal options.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A

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

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160078

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Radeum, Inc., dba FreeLinc* (Contractor), *829 S 200 E, Orem, UT 84058,* Telephone No. (801) 221-7796 (MST) Fax No. (801) 672-3003, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTICES

City Project Manager:
City of Port St. Lucie
Police Department
Attn: Roberto Mann
121 SW Port St. Lucie Blvd
Port St. Lucie, FL. 34984
Telephone: 772-871-5000 ext 4135- Fax: 772-344-4078
Email: Rmann@cityofpsl.com

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

Contractor:
Radeum, Inc., dba FreeLinc
Diane Eller
829 S 200 E
Orem, UT 84058
Telephone: 801-221-7796 (MST) Fax:801-672-3003
Email: deller@freelinc.com

SECTION II

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160078, and all agenda are made part of this Contract to Purchase Wireless Microphones for Motorola Handheld Radios for the Police Department are hereby incorporated by this reference.

Scope of Work: Contractor to Supply FreeMic 200 Wireless Systems compatible with XTS2500 Motorola Handheld Radios or equal:

- Wireless Technology - North Field Magnetic Induction (NFMI)
- Wireless Microphone compatible for a XTS2500 Motorola Handheld Radio
- Volume control
- Battery type – Lithium Polymer Rechargeable
- Talk time - Fifty (50) hours of continuous talk time on a single 3.5 hour charge
- Charge type 6 volt AC-DC wall charger
- Range – up to five (5) feet

SECTION III
TIME OF PERFORMANCE

Contract period shall begin May 31, 2016 and terminate on July 29, 2016 unless otherwise extended by written agreement or change order. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the contract specifications has not been completed the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

"N/A"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a unit price basis as listed below, plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Item #	Description	Quantity	Unit Price	Total Amount
1	Purchase Wireless Microphones for Motorola Handheld Radios	165	$191.15	$31,539.75

* Delivery shall be forty five (45) calendar days after receipt of order*

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

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

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

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

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

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

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of Procurement Management Department or her designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. All work changes over $25,000.00 must be approved by City Council.

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents Re: Contract # 20160078 Purchase Wireless Microphones for Motorola Handheld Radios are listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

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

Title VI

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

(1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.

(2.)Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.)Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.)information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the

Florida Department of Transportation, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.)Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.)Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or who property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex): Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act

of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION XII
CLEANING UP

"N/A"

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

City's Public Relations Image – N/A

Dress Code – N/A

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

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

Discrepancies – N/A

Permission to Use – N/A

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

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

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

Erosion and Sediment Control – N/A

Water Resources – N/A

Native Vegetation – N/A

Sanitary Conditions – N/A

Access to Work – N/A

Foreman or Superintendent and Workmen – N/A

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

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

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

Damage to Property – N/A

SECTION XV
LICENSING

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

SECTION XVI
SAFETY PRECAUTIONS

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

Safety Data Sheets - 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) – N/A

Safety Precautions – N/A

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

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

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

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

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(balance of the page is left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Jeff Bremer, City Manager

By: _____
Authorized Representative of Radeum, Inc., dba FreeLinc

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*)

Procurement Management Department
E-BID TABULATION REPORT
E-BID # 20160078
OPENED: April 21, 2016
TIME: 11:00:00 am
E-Bid: Wireless Microphones for Motorola Handheld Radios

ITEM NO	DESCRIPTION OF ITEM	Quantity	FreeLinc	
			Price per unit	Total
1	Wireless Microphones for Motorola Handheld Radios	165	$ 191.15	$ 31,539.75
	Subtotal		$ 191.15	$ 31,539.75
	Less visa discount		$ -	$ -
	Total		$ 191.15	**$ 31,539.75**

Lump Sum Bid Amount:	$ 31,539.67
Accepts Visa:	yes
Visa Percentage discount:	$0.00
Visa Discount amount:	$0.00

Submitted E-Bid Reply Sheet:	yes
Submitted Bid Bond:	copy of ck
Submitted Insurance:	yes
Submitted Vendor Code of Ethics:	yes
Submitted Non Collusion of Prime Bidder	yes
Contractor Verification Form	yes
Cerification Regarding Lobbying	yes
Cerification Regardeing Debarment	yes
E-Verify	yes
Submitted Drug Free Form:	yes
Submitted W-9 Form:	yes

Number of E-Bids received:	1
Number of Planholders:	14
Number of Potential Bidders:	65
Number of Non-Responsive Bids:	0

CHECKLIST
E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

Name of Bidder: Radeum, Inc., dba FreeLinc

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

X E-Bid Reply Sheet #20160078 with proper signatures upload to DemandStar

X $500.00 Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid shall be considered non-responsive.

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

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

X Drug-Free Workplace Form uploaded to DemandStar

X Required forms: Vendor Code of Ethics, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, Buy America Certificate of Compliance, Certification Regarding Lobbying, All forms are to be uploaded to DemandStar

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

X Copy of the Checklist uploaded to DemandStar

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

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

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

X All price extensions and totals have been thoroughly checked

X Provide a brochure with photos of the Wireless Microphones for Motorola Handheld Radios

X Provide specifications and warranty for the Wireless Microphones for Motorola Handheld Radios

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-Bid Reply Sheet/Questionnaire # 20160078
Purchase Wireless Microphones for Motorola Handheld Radios

1. **COMPANY NAME**: Radeum, Inc., dba FreeLinc

DIVISION OF: _____

PHYSICAL ADDRESS: 829 S 200 E, Orem, UT 84058

MAILING ADDRESS: 829 S 200 E

CITY, STATE, ZIP CODE: Orem, UT 84058

TELEPHONE NUMBER: ( ) 801-221-7796 (MST) FAX NO. ( ) 801-672-3003

CONTACT PERSON: Diane Eller E-MAIL: deller@freelinc.com

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

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

Michael Abrams
President

Vice President

Treasurer

How long in present business: 2006 How long at present location: 1 year

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

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

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

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

Addendum Number	Date Issued

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

5. **BID RESPONSE:**

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

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

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

5.4 Unit Price Total from line 4 below: $ -0-

Schedule A

Item #	Description	Quantity	Unit Price	Total Amount
1	Wireless Microphones for Motorola for Handheld Radios	165	$191.15	$31,539.67
2	Subtotal			$31,539.67
3	Less visa discount			-0-
4	**Total Amount**			$31,539.67

5.5 Number of days for delivery after receipt of order (ARO): 45 Calendar days

5.6 Provide a brochure with photos of the Wireless Microphones for Motorola Handheld Radios

5.7 Provide specifications and warranty for the Wireless Microphones for Motorola Handheld Radios

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

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.4 above and entered o the Demandstar web page. The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

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

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

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

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

   No subcontractors. FreeLinc manufacturers, warehouses, and ships all products and accessories.

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

    (Insert additional lines if necessary.)

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

    Yes ( ) No (X)

    If yes, please explain:

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

    None

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

13. List any judgments from lawsuits in the last five (5) years:
None

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

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
None

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

15. CERTIFICATION

This bid is submitted by: I (print) Michael Abrams 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:

DocuSigned by:
Michael Abrams
D3F04FD32919479...

Signature

President & CEO

Title

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

(seal)

(balance of this page is left intentionally blank)

CHASE

Terms and Conditions (Remitter and Payee):

* Please keep this copy for your record of the transaction
* The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
  - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
  - In most cases, the funds will be considered "abandoned" before the "Void After" Date
* Placing a Stop Payment on a Cashier's Check
  - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
  - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
* Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9512305280

04/19/2016

Void after 7 years

Remitter: RADEUM INC

$** 500.00 **

Pay To The Order Of: CITY OF PORT ST LUCIE

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

CASHIER'S CHECK

9512305280 25-3 440

Date 04/19/2016 Void after 7 years

Remitter: RADEUM INC

Pay To The Order Of: CITY OF PORT ST LUCIE

Pay: FIVE HUNDRED DOLLARS AND 00 CENTS $** 500.00 **

Do not write outside this box

Memo: #20160078eBid - Radeum dba Free Inc

Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH

Security Features Details on Back.

⑈9512305280⑈ ⑆044000037⑆ 758661326⑈

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
Deputy Secretary
for Commercial Recordings

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

OFFICE OF THE
SECRETARY OF STATE

Diane Eller
Radeum, Inc, dba FreeLinc
829 S 220 E
Orem, UT 84059

Job:C20160420-0085
April 20, 2016

Special Handling Instructions:

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Cert of Existence (good standing - short form)	23909-2003	10/1/2003	1	$50.00	$50.00
Total					$50.00

Payments

Type	Description	Amount
Credit	004809|4611601298196103701106	$50.00
Total		$50.00

Credit Balance: $0.00

Job Contents:
Web Certificate of Good Standing 1
Short(s):

Diane Eller
Radeum, Inc, dba FreeLinc
829 S 220 E
Orem, UT 84059

SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **RADEUM, INC**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since October 1, 2003, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 20, 2016.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Electronic Certificate
Certificate Number: C20160420-0085
You may verify this electronic certificate online at **http://www.nvsos.gov/**

CITY OF OREM

56 North State Street
Orem, Utah 84057
www.orem.org

Issued: 2/9/2016

Expires: 12/31/2016

License Number: 2008-24174

Business Name: FREELINC

Address: 829 S 220 East
Orem, UT 84058

Licensee: Radeum, Inc. DBA:Freelinc

Location: 829 S 220 East

Business License

POST IN A CONSPICUOUS PLACE - NON-TRANSFERABLE

Commercial Business
Established: 6/6/2008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/14/2016

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	CONTACT NAME: Sentry Customer Service	
ERIK S PULSIPHER	PHONE (A/C, No, Ext): 800-295-6919	FAX (A/C, No): 800-514-7191
	EMAIL ADDRESS: businessproducts_direct@sentry.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SENTRY INSURANCE A MUTUAL COMPANY	24988
INSURED	INSURER B :	
RADEUM INC DBA	INSURER C :	
FREELINC	INSURER D :	
829 S 220 E	INSURER E :	
OREM, UT 84058	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 0002 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			25-26227-01	07/05/2015	07/05/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			25-26227-01	07/05/2015	07/05/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			25-26227-02	07/05/2015	07/05/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Refer to attached

CERTIFICATE HOLDER	CANCELLATION
CITY OF PORT ST LUCIE 121 SW PORT ST LUCIE BLVD PORT ST LUCIE, FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Hayland

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
ERIK S PULSIPHER		RADEUM INC DBA FREELINC
POLICY NUMBER		
25-26227-01		
CARRIER	NAIC CODE	
		EFFECTIVE DATE: 07/05/2015

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations / Locations / Vehicles

CONTRACT #20160078

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DRUG-FREE WORKPLACE FORM

E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Radeum, Inc., dba FreeLinc 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.

Dave Eller
Bidder's Signature

4/16-2016
Date

VENDOR CODE OF ETHICS

"A City for All Ages"

E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

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

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

conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

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

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

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

Name of Organization/Proposer Radeum, Inc., dba FreeLinc

Signature Diane Eller

Printed Name and Title Diane Eller, VP Sales / Gen. Mngr.

Date 4/19-2016

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

CITY OF PORT ST. LUCIE, FLORIDA

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-BID #20160078

Purchase Wireless Microphones for Motorola Handheld Radios

State of GA }

County of Cherokee }

Diane Eller, being first duly sworn, disposes and says that:
(Name/s)

1. They are Vice President Sales & General Manager (Title) of Radeum, Inc., dba FreeLinc (Name of Company) the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Diane Eller

(Title) VP Sales / Gen. Mngr.

STATE OF ~~FLORIDA~~ Georgia }
COUNTY OF ~~St. Lucie~~ Cherokee } SS:

The foregoing instrument was acknowledged before me this ~~14th~~ 19th Day of April 2016
(Date)

by: Diane Eller who is personally known to me or who has produced

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

CHRIS GREEVER
Notary Public - State of Georgia
Cobb County
My Commission Expires Feb 24, 2019

Notary (print & sign name) Chris Greever

Commission No. _____

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: Radeum, Inc., dba FreeLinc

Corporate Title: Vice President Sales & General Manager

Address: 829 S 200 E

Orem, UT 84058
(Zip Code)

By: Diane Eller (Print name) Vice President Sales & General Manager (Print title)

Diane Eller
(Authorized Signature)

Telephone: ( ) 801-221-7796 (MST), 248-505-6752 Direct (EST)

Fax: ( ) 801-672-3003

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

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

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

Type of License: Commercial

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

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: Radeum, Inc., dba FreeLinc

Authorized By: Diane Eller (Sign) Diane Eller (Print Name)

Title: Vice President Sales & General Manager Date: 4/19-2016

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

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

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: Radeum, Inc., dba FreeLinc

Authorized By: _____ (Sign) Diane Eller (Print Name)

Title: Vice President Sales & General Manager Date: 4/19-2016

CITY OF PORT ST. LUCIE, FLORIDA

E-BID #20160078

Purchase Wireless Microphones for Motorola Handheld Radios

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: Radeum, Inc., dba FreeLinc

Authorized By: Diane Eller (Sign) Diane Eller (Print Name)

Title: Vice President Sales & General Manager Date: 4/19-2016

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.
Radeum, dba FreeLinc

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

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.)
289 S 220 E

Requester's name and address (optional)

6 City, state, and ZIP code
Orem, UT 84058

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
8 7 - 0 7 1 2 0 3 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Drew Heller Date ▶ 4/17-2016

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.

APPLICATIONS

LAW ENFORCEMENT
CORRECTIONS
TACTICAL

SURVEILLANCE
PRIVATE SECURITY
EXECUTIVE
PROTECTION

RAILWAY
MAINTENANCE
AIRLINE GROUND
SUPPORT

HIGH NOISE
ENVIRONMENTS
HEAVY EQUIPMENT

HOSPITALITY

FOR MORE INFORMATION CONTACT US AT:

FAX: 801.672.3003
PHONE: 866.437.1199

WWW.FREELINC.COM

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FREELINC
Secure Wireless Connection

175 W 400 N
OREM, UTAH 84057

FREELINC®
SECURE WIRELESS CONNECTION

NO CORDS
NO CABLES
NO BLUETOOTH

WHO IS FREELINC?

In 2003, FreeLinc Technologies recognized the security and reliability problems created by using Bluetooth to connect wireless accessories, and chose instead to use Near Field Magnetic Induction (NFMI) to eliminate the weakest and most dangerous link in an officer's communications chain - the cable from the speaker microphone to their 2-way portable radio. FreeLinc Technologies is now the world's leader in Research and Development, Intellectual Property, and the manufacturing of NFMI-enabled 2-way radio accessories.

WIRELESS TECHNOLOGY COMPARISON

NEAR FIELD MAGNETIC INDUCTION (NFMI)	VS BLUETOOTH
FreeLinc Technologies' NFMI creates a non-propagating wireless "bubble" around the 2-way radio. Devices connect inside the bubble and disconnect when they leave. The human body, the uniform, and the duty belt do not interfere with the signal.	Bluetooth sends an RF signal into free space and devices connect when they can "see" that signal. The human body, the uniform, and the duty belt can interfere with the signal.
RELIABILITY	
• Does not interfere with Bluetooth, Wi-Fi, DECT, or any standard RF 2-way communication bands	• Signals degrade as a result of multipath fading reflection, and the environment • Subject to interference with Wi-Fi, DECT, and other Bluetooth signals
SECURITY	
• Signal falls below the noise floor extremely rapidly, providing for a very Low Probability of Detection and Interception (LPD/LPI)	• Signals can be detected and intercepted up to 100s of meters away
POWER EFFICIENCY	
• Devices "recycle" energy and can last up to 6x as long as a comparable Bluetooth device	• Devices transmit their signal into free space and cannot recycle their energy.

NO CORDS NO CABLES
NO BLUETOOTH

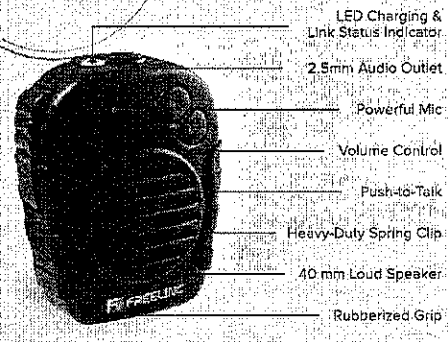
RADIO ADAPTERS

Each FreeLinc adapter attaches to the accessory interface of your portable radio. All adapters are equipped with a secondary Push-to-Talk button.

Simply turn off your FreeLinc adapter to restore full function to your portable radio. No need to physically remove the adapter.

An on/off switch on the adapter allows standard portable radio operations when set to the "off" position - it is not necessary to remove the adapter.

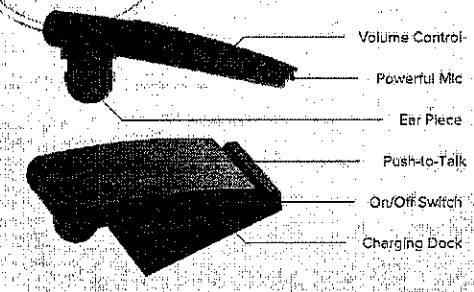
FREEMIC 200



The FreeMic 200 is perfect for professionals who need to communicate without removing their radio from their duty belt, but would like to get rid of the cable. By eliminating that cable, FreeLinc Technologies increases your safety margins and your mobility, without the security and reliability risks of Bluetooth. The 2.5mm audio port allows the use of listen-only accessories for high-noise environments, or when discretion is required. Efficient re-use of power provides up to 50 hours of continuous talk time on a single 3.5 hour charge.

The FreeMic 200 is easy to use and requires no change in how you operate. Attach the adapter to your radio, sync the FreeMic to the adapter, and you're ready to go!

FREEMOTION 100



The FreeMotion 100 is the perfect communication device when discretion is required. The sleek design of the FreeMotion 100 allows you to blend into a crowd while maintaining critical communications - without the security and reliability problems associated with Bluetooth. Efficient re-use of power provides up to 20 hours of continuous talk time on a single 3 hour charge.

Included with each FreeMotion 100 is an assortment of ear gels and ear hooks to enable the user to customize the fit. Or better yet, take the FreeMotion to an audiologist for a custom ear gel to make it perfect.

WIRELESS REMOTE PTT

The Remote Push-to-Talk adapter and fob option was developed to allow for completely covert communications. The small fob can be used discretely when your portable radio is hidden and you don't want to use the PTT on your FreeLinc accessory. The FA11, FA15, and FA16 adapters can be paired with either the FreeMotion 100 or the FreeMic to provide the additional remote wireless PTT capability - without a wiring harness and without Bluetooth. The Remote PTT Fob is powered by a standard CR2032 battery and has an estimated battery life of 3 months.

ITEM	COMPATIBILITY
ADAPTERS	
FA01	**Motorola** - XTS1500, XTS2500, XTS3000, XTS5000, EF Johnson - 5000, 5100
FA02	**M/A-Com** - P5100, P7100, P7200, LPE 200, Jaguar 700
FA03	**Motorola** - HT1250, HT750, HT1550, MTX850, MTX950, MTX8250, MTX9250
FA04	**Kenwood** - NX200, NX210, NX300, NX410, NX411, TK190, TK2140, TK2180, TK280, TK290, TK3140, TK3148, TK3180, TK3212, TK380, TK385, TK390, TK480, TK481, TK5210, TK5220, TK5310, TK5320 TK5400
FA05	**Motorola** - APX6000, APX7000, APX8000
FA06	**Motorola** - XPR6500, XPR6550, XPR6300, XPR6350, XPR7550, XPR7350, XPR6580, XPR6380, XPR6100, APX4000
REMOTE PTT ADAPTERS	
FA11	**Motorola** - XTS1500, XTS2500, XTS3000, XTS3500, XTS5000 | EF Johnson 5000, 5100. **Includes:** Adapter & Remote Push-to-Talk Fob
FA15	**Motorola** - APX6000, APX7000, APX8000. **Includes:** Adapter & Remote Push-to-Talk Fob
FA16	**Motorola** - XPR6500, XPR6550, XPR6300, XPR6350, XPR7550, XPR7350, XPR6580, XPR6380, XPR6100, APX4000 | **Includes:** Adapter & Remote Push-to-Talk Fob

SPECIFICATIONS

	FREEMIC 200	FREEMOTION 100
Battery Type:	Lithium polymer rechargeable	Lithium polymer rechargeable
Talk Time:	Up to 50 hours continuous	Up to 20 hours continuous
Charger Style:	6v charging port	Magnetic dock with 5v USB adapter
Wireless Technology:	Near Field Magnetic Induction (NFMI)	Near Field Magnetic Induction (NFMI)
Range:	Up to 4 to 5 ft (1.2 to 1.5 m)	Up to 4 to 5 ft (1.2 to 1.5 m)
Dimensions:	1.3 x 2.3 x 3.0 in (33 x 58.4 x 76.2 mm)	2.4 x 0.9 x 0.3 in (60.9 x 22.2 x 8.6 mm)
Weight:	4.0 oz (113 g)	0.6 oz (15.8 g)
Operating Temperature:	-22° to 140°F (-30° to 60°C)	-22° to 140°F (-30° to 60°C)
Humidity:	95% RH @ 8 hours (non-condensing)	95% RH @ 8 hours (non-condensing)

SOLICITATION REQUEST

Department: Police Department Technical Specialist: Roberto Mann Extension: 4135

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Purchase 165 Free Mic 200 Wireless System- or Wireless microphones for XTS2500 Motorola hand held Radio

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

Date plans received approval by City Building Department NA
Estimated time frame for completion of project after award 30 days
Replacement: [ ] Yes [ ] No Total Project Budgeted Amount: 31,363.
If professional services what is the estimated construction cost na Any grant funds being used for consultants na construction na Type of Grant 2016-JAGC-STLU-1-H3-047 Improving Local Law Enforcement Technology project IV
Liquidated damages amount (for construction only); 0
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
General Fund	001	2130	5510	Y1608

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

Bidder Name	Address	E Mail	Contact Person
Free Linc	175 West 400 North Orem Utah 84057	Deller@freelinc.com	Diane Eller
same as above	same as above	Nrossi@spcgov.com	Neal Rossi

Reason for purchase or service:
The wireless microphone will enhance officer safety and avoid a wire coming down from the Officer shoulder to his gun belt.

If digging or trenching is required what is the depth? na

If work is in water, what is the depth? na Is the water navigable? na

If this is a building, how many stories? na

John A. Boldue
Department Head Approval

2/18/16
Date

6/11/2015

"A City for All Ages"

CITY OF PORT ST. LUCIE

Purchase Wireless Microphones for Motorola Handheld Radios

Sealed Electronic Bid #20160078
(E-Bid)

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

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Attachments

INVITATION TO BID

Sealed Bid #20160078 to Purchase Wireless Microphones for Motorola Handheld Radios for the Police Department will be received by the Procurement Management Department of the City of Port St. Lucie (City) no later than **11:00:00 a.m. on Thursday, April 21, 2016.**

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

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

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

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

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

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

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

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Hawes in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5221, Fax (772) 871-7337, and/or email: shawes @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after April 7, 2016 may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Hawes is the only individual authorized to represent the City.

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

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-39
- E-Bid Reply Sheet #20160078 pages 11-14 (included in E-Bid Specifications)
- Drug Free Workplace Form
- Vendor Code of Ethics
- Contractor Verification Form
- Non-collusion Affidavit of Prime Contractor
- Buy America Certificate of Compliance
- Certification Regarding Lobbying
- Certification Regarding Debarment
- E-Verify

Sherri Hawes
Buyer

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

SPECIFICATIONS

SEALED E-BID # 20160078
Purchase Wireless Microphones for Motorola Handheld Radios

INTENT

The City of Port St. Lucie desires and intent is to obtain quotations from qualified individuals, firms, and legal entities relative to Purchase Wireless Microphones for Motorola Handheld Radios for the City of Port St Lucie Police Department.

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

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

1. GENERAL REQUIREMENTS

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

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

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

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160078 It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. If requested, performance history, list of projects recently completed and in process,

major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal:
  Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the Total Unit Price Bid from line 5.4 on the E-Bid Reply Sheet #20160078 that represents the best value to the City

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

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

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

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

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

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

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160078 should be typed or printed and signed. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in one (1) file. **No hard copies will be accepted.**

A. Request Bid Specifications and all Attachments, #20160078 from Onvia, via phone 800-711-1712 or via internet www.citvofpsl.com

B. Download the E-Bid Reply Sheet and save to your hard drive, program is in Word Office 2007 Professional. Enter total unit price on the E-Bid Reply Sheet #20160078 and save.

C. Complete company information on E-Bid Reply Sheet # 20160078

D. Enter total amount and the unit prices on E-Bid Reply Sheet # 20160078. Demandstar total shall agree with the E-Bid Reply Sheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet # 20160078 where indicated.

F. Upload and submit in one (1) PDF File; E-Bid Reply Sheet/ Questionnaire #20160078, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, Buy America Certificate of Compliance, Certification Regarding Lobbying, Certification Regarding Debarment, E-Verify, $500.00 Bid Bond (**shall** be received within five (5) business days after the opening or your bid may be deemed non-responsive), Insurance Certificate(s), License, Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet # 20160078. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

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

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

1.9 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract and deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable The City will then execute the Contract. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council, has been executed by the City Manager, and a purchase order or Visa order form has been issued.

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

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

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or

organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

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

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

1.12 Permits - The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.12.1 Permit Fees: N/A

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

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

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

2. SPECIFIC REQUIREMENTS

2.1 Samples N/A

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

2.3 Proposal Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than five ($500.00) dollars of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

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

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements - N/A

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

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

(balance of the page is left intentionally blank)

E-Bid Reply Sheet/Questionnaire # 20160078
Purchase Wireless Microphones for Motorola Handheld Radios

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

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

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

5.4 Unit Price Total from line 4 below: $_____

Schedule A

Item #	Description	Quantity	Unit Price	Total Amount
1	Wireless Microphones for Motorola for Handheld Radios	165		
2	Subtotal			
3	Less visa discount			
4	**Total Amount**			

5.5 Number of days for delivery after receipt of order (ARO): _____Calendar days

5.6 Provide a brochure with photos of the Wireless Microphones for Motorola Handheld Radios

5.7 Provide specifications and warranty for the Wireless Microphones for Motorola Handheld Radios

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

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.4 above and entered o the Demandstar web page. The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

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

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

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

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

_____

_____

_____

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

_____

_____

_____

_____

_____

(Insert additional lines if necessary.)

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

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

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

_____

_____

_____

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

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

_____

_____

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

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

_____

_____

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

15. CERTIFICATION

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

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

_____ _____

Signature Title

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

(seal)

(balance of this page is left intentionally blank)

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160078

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

RECITALS

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

SECTION I
NOTICES

City Project Manager: City of Port St. Lucie
Police Department
Attn: Roberto Mann
121 SW Port St. Lucie Blvd
Port St. Lucie, FL. 34984
Telephone: 772-871-5000 ext 4135- Fax: 772-344-4078
Email: Rmann@cityofpsl.com

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

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

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160078, and all agenda are made part of this Contract to Purchase Wireless Microphones for Motorola Handheld Radios for the Police Department are hereby incorporated by this reference.

Scope of Work: Contractor to Supply FreeMic 200 Wireless Systems compatible with XTS2500 Motorola Handheld Radios or equal:

- Wireless Technology - North Field Magnetic Induction (NFMI)
- Wireless Microphone compatible for a XTS2500 Motorola Handheld Radio
- Volume control
- Battery type – Lithium Polymer Rechargeable
- Talk time - Fifty (50) hours of continuous talk time on a single 3.5 hour charge
- Charge type 6 volt AC-DC wall charger
- Range – up to five (5) feet

SECTION III
TIME OF PERFORMANCE

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

SECTION IV
RENEWAL OPTION

N/A

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a unit price basis as listed below, plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Item #	Description	Quantity	Unit Price	Total Amount
1	Purchase Wireless Microphones for Motorola Handheld Radios	165		

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

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

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

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

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

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

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of Procurement Management Department or her designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. All work changes over $25,000.00 must be approved by City Council.

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents Re: Contract # 20160078 Purchase Wireless Microphones for Motorola Handheld Radios are listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

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

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

Title VI

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

(1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.

(2.)Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.)Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.)information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.)Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.)Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION XII
CLEANING UP

N/A

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his

findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

City's Public Relations Image – N/A

Dress Code – N/A

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

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

Discrepancies – N/A

Permission to Use – N/A

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

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

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

Erosion and Sediment Control – N/A

Water Resources – N/A

Native Vegetation – N/A

Sanitary Conditions – N/A

Access to Work – N/A

Foreman or Superintendent and Workmen – N/A

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

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

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

Damage to Property – N/A

SECTION XV
LICENSING

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

SECTION XVI
SAFETY PRECAUTIONS

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

Safety Data Sheets - 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) – N/A

Safety Precautions – N/A

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some

other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(balance of the page is left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

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

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

VENDOR CODE OF ETHICS

"A City for All Ages"

E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

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

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

conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

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

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

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

Name of Organization/Proposer_____

Signature _____

Printed Name and Title _____

Date _____

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

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

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

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

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-BID #20160078

Purchase Wireless Microphones for Motorola Handheld Radios

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. _____

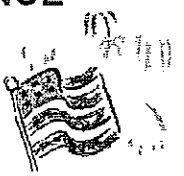
CITY OF PORT ST. LUCIE, FLORIDA

E-BID #20160078

Purchase Wireless Microphones for Motorola Handheld Radios

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
E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

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

E-BID #20160078

Purchase Wireless Microphones for Motorola Handheld Radios

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-040-68
PROCUREMENT
06/1

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
E-BID #20160078
Purchase Wireless Microphones for Motorola Handheld Radios

Name of Bidder:_____

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

_____ E-Bid Reply Sheet #20160078 with proper signatures upload to DemandStar

_____ $500.00 Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid shall be considered non-responsive.

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

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

_____ Drug-Free Workplace Form uploaded to DemandStar

_____ Required forms: Vendor Code of Ethics, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, Buy America Certificate of Compliance, Certification Regarding Lobbying, All forms are to be uploaded to DemandStar

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

_____ Copy of the Checklist uploaded to DemandStar

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

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

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

_____ All price extensions and totals have been thoroughly checked

_____ Provide a brochure with photos of the Wireless Microphones for Motorola Handheld Radios

_____ Provide specifications and warranty for the Wireless Microphones for Motorola Handheld Radios

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

BID OPENING ATTENDANCE
SEALED BID-201600078-SH
Wireless Microphones for Motorola for Handheld Radios
April 21, 2016 @ 11:00 a.m.

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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 5/9/16

TO: Mayor and City Council

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

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: E-Bid #20160058 – Purchase Radar Units Five (5) Mounted & Five (5) handheld laser

Submittal Date: 4/27/2016

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

BACKGROUND: The Police Department has recently created a Traffic Enforcement Division and is requesting to purchase five (5) new radar monitoring dash mounted units and five (5) handheld laser devices. The current radar units are over eight years old and are unreliable. The purchase of the Stalker 2x radar mounted system will allow for an officer to monitor traffic in two directions and several vehicles at the same time. The new units will allow for a quicker read time compared to the current units. The stalker XLR new handheld laser device allows for Auto obstruction mode (C- through technology) despite the presence of trees, bushes, utility poles and other obstruction between the radar unit and the vehicle. It can also be used from a greater distance than current units. Mounted radar units are used while in traffic you can monitor vehicles while traveling. Handheld radar units are for target specific vehicles during radar checks areas. An E-Bid was issued on March 5, 2016. During this period there were twenty three (23) potential suppliers, one (1) supplemental supplier and four (4) listed as plan holders. Two (2) bid proposals were received on April 5, 2016 with one (1) proposal being deemed responsive and meeting the specifications and one (1) proposal deemed non responsive.

ANALYSIS: Staff has reviewed the proposal and has determined that Applied Concepts, Inc. provides the best value to the City for the purchase of the five (5) mounted and five (5) laser handheld radar units. The Bidder is not a local firm.

FINANCIAL INFORMATION: The Funds are available in the Law Enforcement/ NPB Traffic Unit/ Other Machinery and Equipment.

LEGAL INFORMATION: Reviewed by Ella Gilbert on March 25, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval and award of Contract #20160058, Purchase Radar Units Five mounted and Five Handheld lasers to Applied Concepts Inc. in the amount of $25,900.00, plus a one-time $10.00 indemnification fee. The time period for this Contract is thirty three (33) days after receipt of order with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A

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

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160058

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Applied Concepts, Inc.,* (Contractor), *2609 Technology Drive, Plano, TX 75074,* Telephone No. (972) 398-3780 Fax No. (972) 398-3781, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTICES

City Project Manager:
City of Port St. Lucie
Police Department
Attn: Roberto Mann
121 SW Port St. Lucie Blvd
Port St. Lucie, FL. 34984
Telephone: 772-871-5000 ext 4135- Fax: 772-344-4078
Email: Rmann@cityofpsl.com

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

Contractor:
Applied Concepts, Inc.
Jan Achilles
2609 Technology Drive
Plano, TX 75074
Telephone: 972-398-3780 Fax: 972-398-3781
Email: sales@stalkerradar.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160058, **and** all agenda are made part of this Contract to Purchase Radar Units – Five (5) Laser Mounted & Five (5) Laser Handheld for the Police Department are hereby incorporated by this reference.

Scope of Work: Contractor to Supply Radar Units – Five (5) Mounted & Five (5) Laser Handheld for the Police Department.

Radar Units Mounted: Stalker 2X Dual Antenna, Fastlock Remote or equal:
Radar-Stalker DSR 2X is a direction-sensing dash-mounted KA-Band Doppler vehicle radar
It is two fully functional radars in one unit, and is capable of monitoring front and rear target zones simultaneously.
Automatic same direction target sensing,
True Doppler aul antennas
IR "FastLock" remote,
Two (2) tuning forks
Display hood kit
Radar dash mount
Two (2) antenna dash/deck mounts
Two feet & Sixteen feet antenna cables
VSS installation cable kit
Cigarette-plug power cable
Operator Manual

Radar Unit Laser Handheld: LTI20/20 TruSpeed Laser or equal:
Pinpoint single-vehicles targeting in multilane traffic and is impervious to lidar and radar detectors
Shoulder mount and runs on two (2) C-Cell batteries
Six icon-based buttons for ease of operation
Shoot through light rain or snow with the one-button weather mode
Removable shoulder rest enhances aiming stability

SECTION III
TIME OF PERFORMANCE

Contract period shall begin May 31, 2016 and terminate on July 5, 2016, unless otherwise extended by written agreement or change order. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the contract specifications has not been completed the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

"N/A"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a unit price basis as listed below, plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Item #	Description	Quantity	Unit Price	Total Amount
1	Radar Units – Mounted	**5**	**$3,012.50**	**$15,062.50**
2	Radar Units Laser Handheld	**5**	**$2,167.50**	**$10,837.50**
	Unit Price Total		**$5,180.00**	**$25,900.00**

* Delivery shall be thirty three (33) calendar days after receipt of order*

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

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

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

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

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

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

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of Procurement Management Department or her designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. All work changes over $25,000.00 must be approved by City Council.

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or

subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents Re: Contract # 20160058 Purchase Radar Units – Five Mounted & Five Laser Handheld are listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured.".
The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured

retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

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

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

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

Title VI

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

(1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.

(2.)Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.)Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.)information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails

or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.)Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.)Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or who property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex): Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients

and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION XII
CLEANING UP

"N/A"

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

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

the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

City's Public Relations Image – N/A

Dress Code – N/A

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

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

Discrepancies – N/A

Permission to Use – N/A

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

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

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

Erosion and Sediment Control – N/A

Water Resources – N/A

Native Vegetation – N/A

Sanitary Conditions – N/A

Access to Work – N/A

Foreman or Superintendent and Workmen – N/A

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

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

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

Damage to Property – N/A

SECTION XV
LICENSING

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

SECTION XVI
SAFETY PRECAUTIONS

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

Safety Data Sheets - 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) – N/A

Safety Precautions – N/A

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

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

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

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

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(balance of the page is left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Jeff Bremer, City Manager

By: _____
Authorized Representative of Applied Concepts, 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)

Procurement Management Department
E-BID TABULATION REPORT
E-BID # 20160058
OPENED: April 5, 2016
TIME: 11:00:00 am
E-Bid: Purchase Radar Units - Five Mounted & Five Laser Handheld

ITEM NO	DESCRIPTION OF ITEM	Quantity	Applied Concepts Inc.	
			Price per unit	Total
1	Radar Units Mounted	5	$ 3,012.50	$ 15,062.50
2	Radar Units Laser Handheld	5	$ 2,167.50	$ 10,837.50
	Subtotal		$ 5,180.00	$ 25,900.00
	Less visa discount		$ -	$ -
	Total		$ 5,180.00	**$ 25,900.00**

Lump Sum Bid Amount:	$ 25,900.00
Accepts Visa:	yes
Visa Percentage discount:	$0.00
Visa Discount amount:	$0.00

Submitted E-Bid Reply Sheet:	yes
Submitted Bid Bond:	yes
Submitted Insurance:	yes
Submitted Vendor Code of Ethics:	yes
Submitted Non Collusion of Prime Bidder	yes
Contractor Verification Form	yes
Cerification Regarding Lobbying	yes
Cerification Regardeing Debarment	yes
Submitted Drug Free Form:	yes
Submitted W-9 Form:	yes

Number of E-Bids received:	2
Number of Planholders:	4
Number of Potential Bidders:	159
Number of Non-Responsive Bids:	1

Non Responsive bidder: Dana Safety Supply

CHECKLIST
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

Name of Bidder: Applied Concepts, Inc.

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

- ✓ E-Bid Reply Sheet #20160058 with proper signatures upload to DemandStar
- ✓ $500.00 Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid shall be considered non-responsive.
- ✓ Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.
- ✓ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- ✓ Drug-Free Workplace Form uploaded to DemandStar
- ✓ Required forms: Vendor Code of Ethics, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, Buy America Certificate of Compliance, Certification Regarding Lobbying, All forms are to be uploaded to DemandStar
- ✓ Required W-9 as per Section 1.13 uploaded to DemandStar
- ✓ Copy of the Checklist uploaded to DemandStar
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #
- ✓ Have reviewed the Contract and accept all City Terms and Conditions
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed
- ✓ All price extensions and totals have been thoroughly checked

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-Bid Reply Sheet/Questionnaire # 20160058
Purchase Radar Units Five (5) Mounted & Five (5) Laser Handheld

1. **COMPANY NAME**: Applied Concepts, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 2609 Technology Drive, Plano, TX, 75074-7647

MAILING ADDRESS: 2609 Technology Drive

CITY, STATE, ZIP CODE: Plano, TX, 75074-7647

TELEPHONE NUMBER: (972) 398- 3780 FAX NO. (972) 398- 3781

CONTACT PERSON: Jan Achilles E-MAIL: sales@stalkerradar.com

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

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

Alan Mead
President

_____
Vice President

Darlene Stoneham
Treasurer

How long in present business: 39 years How long at present location: 10 years

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

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

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

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

Addendum Number	Date Issued

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

5. **BID RESPONSE:**

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

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

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

5.4 Unit Price Total from line 5 below: $ 5,180.00

Schedule A

Item #	Description	Quantity	Unit Price	Total Amount
1	Radar Units Mounted	5	$3,012.50	$15,062.50
2	Radar Units Laser Handheld	5	$2,167.50	$10,837.50
3	Subtotal		$5,180.00	$25,900.00
4	Less visa discount			
5	**Unit Price Total**		$5,180.00	$25,900.00

5.5 Number of days for delivery after receipt of order (ARO): 33 Calendar days

5.6 Provide a brochure with photos of the Radar Units

5.7 Provide specifications and warranty for the Radar Units

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

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.4 above and entered o the Demandstar web page. The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

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

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

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

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

   Applied Concepts, Inc. does not use subcontractors.

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

   (Insert additional lines if necessary.)

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

    Yes ( ) No (x)

    If yes, please explain:

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

    There are no pending or completed lawsuits involving Applied Concepts, Inc. within the last five (5) years.

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

13. List any judgments from lawsuits in the last five (5) years:
There are no judgements from lawsuits involving Applied Concepts, Inc. within the last five (5) years.

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

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
There are no criminal violations and/or convictions involving Applied Concepts, Inc.

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

15. CERTIFICATION

This bid is submitted by: I (print) Jan Achilles 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:

Jan Achilles — Signature

Sales Administrator Supervisor — Title

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

(seal)

(balance of this page is left intentionally blank)

282111108 NEW 01/08 8810004305

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

JP MORGAN CHASE BANK, NA
Phoenix, AZ

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

NO: 5006885225

91-2/1221

03/28/2016 04:22 PM
OUR REF : TSS CLIENT SERVICE
YOUR REF: APPLIED CONCEPTS

Five hundred dollars and 00/100

$***500 00

Pay To The Order Of

CITY OF PORT ST LUCIE

US

Jeanne Rosson

⑈5006885225⑈ ⑆122100024⑆ 7586618 13⑈

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2016

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
Roach Howard Smith & Barton
8750 N. Central Expressway
Suite 500
Dallas TX 75231

CONTACT NAME: Jo Watson
PHONE (A/C, No, Ext): (972) 744-2772 FAX (A/C, No): (972) 744-2872
E-MAIL ADDRESS: jwatson@rhsb.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Ins Co	25623
INSURER B: Travelers Prop Cas America	25674
INSURER C: Travelers Indemnity Co	25658
INSURER D:	
INSURER E:	
INSURER F:	

INSURED (972) 398-2750
Applied Concepts, Inc.

2609 Technology Drive
Suite 140
Plano TX 75074

COVERAGES **CERTIFICATE NUMBER:** Cert ID 33813 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			6303B809497	2/28/2016	2/28/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			BA6333F860	2/28/2016	2/28/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP4B407814	2/28/2016	2/28/2017	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB1432L942	2/28/2016	2/28/2017	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General, auto and umbrella liability policies include a blanket automatic additional insured endorsement or provision that provides additional insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General liability policy contains a special endorsement or provision with "primary additional insured" wording. General, auto and umbrella liability policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

CERTIFICATE HOLDER

For Information Only
Confers no rights to holder

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Bart Tucker

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DRUG-FREE WORKPLACE FORM

E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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

Jan Achilles
Bidder's Signature

03/23/2016
Date

VENDOR CODE OF ETHICS

"A City for All Ages"

E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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

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

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

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

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

Name of Organization/Proposer Applied Concepts, Inc.

Signature Jan Achilles

Printed Name and Title Jan Achilles, Sales Administrator Supervisor

Date 3/23/2016

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

State of Texas }

County of Collin }

Jan Achilles, being first duly sworn, disposes and says that:
(Name/s)

1. They are Sales Administrator Supervisor of Applied Concepts, 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) Jan Achilles

(Title) Sales Administrator Supervisor

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

The foregoing instrument was acknowledged before me this 3/23/2016
(Date)

by: Sara Grannis who is personally known to me or who has produced

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

SARA GRANNIS
Notary Public, State of Texas
Comm. Expires 11-10-2019
Notary ID 13043543-9

Sara Grannis
Notary (print & sign name)

Commission No. 13043543-9

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: Applied Concepts, Inc.

Corporate Title: _____

Address: 2609 Technology Drive

Plano, Texas, 75074
(Zip Code)

By: Jan Achilles (Print name) Sales Administrator Supervisor (Print title)

Jan Achilles
(Authorized Signature)

Telephone: (972) 398- 3780

Fax: (972) 398-3781

State License # N/A **(ATTACH COPY)**

County License # N/A **(ATTACH COPY)**

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

Type of License: N/A

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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: Applied Concepts, Inc.

Authorized By: Jan Achilles (Sign) Jan Achilles (Print Name)

Title: Sales Administrator Supervisor Date: 3/23/2016

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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: Applied Concepts, Inc.

Authorized By: Jan Achilles (Sign) Jan Achilles (Print Name)

Applied Concepts, Inc. does not use subcontractors.

Title: Sales Administrator Supervisor Date: 03/23/2016

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

CITY OF PORT ST. LUCIE, FLORIDA

E-BID #20160058

Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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: Applied Concepts, Inc.

Authorized By: Jan Achilles (Sign) Jan Achilles (Print Name)

Title: Sales Administrator Supervisor Date: 3/23/2016

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-040-68
PROCUREMENT
08/1

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: Applied Concepts, Inc.

Authorized Signature: Jan Cechilles

Title: Sales Administrator Supervisor

Date: 3/23/2016

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.
Applied Concepts, 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.)
2609 Technology Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Plano TX 75074-7467

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
7 5 – 1 5 4 4 9 2 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Sharon Conner Date ▶ 7-16-15

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

STALKER radar

applied concepts, inc.

QUOTE
#188979

2609 Technology Dr.
Plano, TX 75074
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 03/08/16

Inside Sales Mgr | Sina Banks 972-801-4888

Reg Sales Mgr: | Scott Berry 972-837-5129

Effective From : 03/08/2016 **Valid Through:** 06/06/2016 **Lead Time:** 21 working days

Bill To:	**Customer ID:** 349841	**Ship To:**	*UPS Ground*
Port St Lucie Police Dept 121 SW Port St Lucie Blvd Port St Lucie, FL 34984-5042	Accounts Payable	Port St Lucie Police Dept 121 SW Port St Lucie Blvd Port Saint Lucie, FL 34984-5042	

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	5	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	$2,995.00	$14,975.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	5	200-0965-00	2X Counting Unit, 1.5 PCB		$0.00
2	5	200-0875-00	2X Modular LED Display		$0.00
3	5	200-0326-30	DSR KA Antenna		$0.00
4	5	200-0326-32	DSR KA Rear Antenna		$0.00
5	5	200-0919-00	2X Fast Lock Remote w/Screw Latch		$0.00
6	5	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
7	5	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
8	5	200-0648-00	Display Sun Shield		$0.00
9	5	200-0243-00	Counting/Display Tall Mount		$0.00
10	5	200-0244-00	Antenna Dash Mount		$0.00
11	5	200-0245-00	Antenna Tall Deck Mount		$0.00
12	5	155-2055-04	Antenna Cable, 4 Ft		$0.00
13	5	155-2055-16	Antenna Cable, 16 Ft		$0.00
14	5	155-2283-50	CAN/VSS Power Cable		$0.00
15	5	200-0619-00	2X User Manual		$0.00
16	5	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
17	5	060-1000-36	36 Month Warranty		$0.00
18	5	006-0288-00	CERTIFICATE, FLORIDA	$0.00	$0.00
19	5	062-0001-00	FLORIDA OPTION	$0.00	$0.00
				Group Total	$14,975.00

Product	$14,975.00	Sub-Total:	$14,975.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$87.50
Payment Terms: Net 30 days		**Total:**	**$15,062.50**

001

STALKER radar

applied concepts, inc.

QUOTE
188978

2609 Technology Dr.
Plano, TX 75074
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 03/08/16

Inside Sales Mgr | Sina Banks 972-801-4888

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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	5	808-5025-00	LIDAR-XLR-C - LI-Ion Handles, Charging Stand, Stor	24	$2,150.00	$10,750.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	5	200-0893-00	Lidar XLR		$0.00
2	10	200-0944-02	Battery Handle (CE) for Lidar X, Stalker II, Pro II		$0.00
3	5	200-0839-00	Desktop Charger for LI-ON Battery Handle		$0.00
4	5	035-0211-00	Soft Storage Bag		$0.00
5	5	011-0002-00	Lidar Certificate of Accuracy		$0.00
6	5	011-0138-00	Lidar XLR Operators Manual		$0.00
7	5	011-0171-00	Lidar X-Series Quick Start Guide		$0.00
8	5	035-0364-00	Shipping Container, Lidar XLR/XS/LR		$0.00
9	5	060-1000-24	24-Month Warranty		$0.00
10	5	006-0299-02	Florida Certificate, Lidar XLR	$0.00	$0.00
11	5	062-0022-00	SET LIDAR FOR FLORIDA	$0.00	$0.00
				Group Total	$10,750.00

Product	$10,750.00	Sub-Total:	$10,750.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$87.50
Payment Terms: Net 30 days		**Total:**	**$10,837.50**

001

Stalker 2X | Dual Zone Direction-Sensing Radar

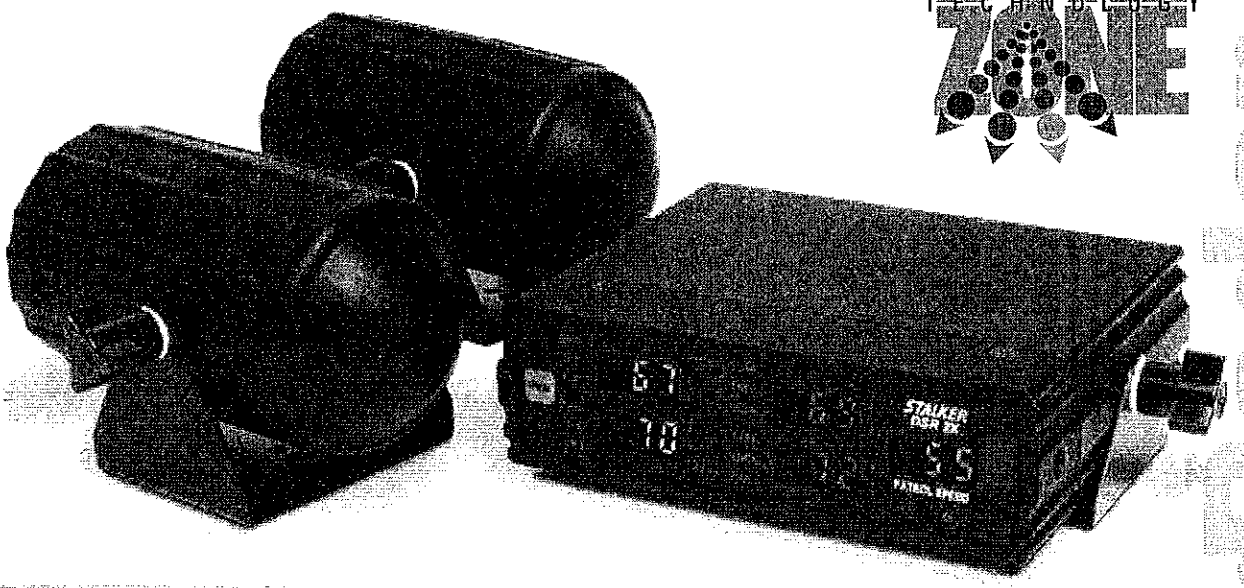
STALKER 2X

The Industry-leading Stalker 2X is unequalled in technology, performance, and safety. The Stalker 2X is actually two, full functioning direction-sensing radars in one compact unit which can simultaneously monitor front same and front opposite or rear opposite and rear same target zones from a single antenna. And, features a patented Rear Traffic Alert to warn the officer of a rapidly overtaking same-direction traffic in situations when the vehicle is most vulnerable.

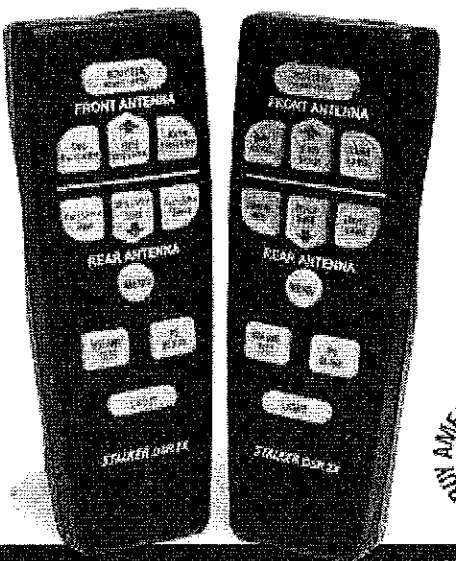
Featuring:

You asked for it: the 2X now shows up to 4 front (or rear) targets in 4 windows.

DUAL ZONE TECHNOLOGY



- New Dual Zone Mode
- Direction-Sensing Technology
- Rear Traffic Alert Feature for Officer Safety
- 2 Ergonomic Backlit IR Remote Controls
- Automatic Same-Direction Tracking
- Plug-n-Play Vehicle Speed Sensing
- Voice Verification of Antenna, Mode, and Direction
- ***Stalker - Used by more State Agencies than all other radar brands combined***



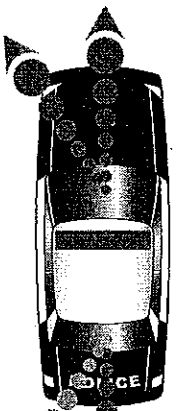
BUY AMERICAN ACT STALKER COMPLIANT

STALKER®

Power to Enforce.

All 4 Target Zones Stationary; Any 2 Target Zones Moving

The most advanced and easiest to use Police Traffic Radar just got better.



Conventional moving radar can only monitor traffic in one Target Zone. With the Stalker 2X, two moving Target Zones or all four stationary Target Zones can be monitored simultaneously. Stalker 2X is actually two independent radar units operating on a single 5-window display.

DUAL ZONE TECHNOLOGY

The 2X's Dual Zone capability distinguishes it from competitors' moving radars: only the 2X can monitor two zones from a single antenna. With the 2X, an operator can simultaneously monitor front same and front opposite or rear opposite and rear same Target Zones. No other police speed enforcement radar on the market has this feature.

In default moving mode, any combination of one front and one rear Target Zones can be monitored, for example front opposite lane and rear same direction. In Dual Zone moving or stationary mode, both target zones on a single front or rear antenna can be monitored.

In default stationary mode, one up to four Target Zones can be simultaneously monitored.

True Doppler Audio

The audio Doppler tone in opposite-lane operation is generated from the target's actual speed (not closure speed) so the tone always correlates directly to the target's speed – regardless of patrol speed.

Vehicle Speed Sensing (VSS) Operation Is Standard

Connecting the radar to power and VSS has never been simpler. Plug the Stalker CAN/VSS cable into the car's OBD II diagnostic port located under the dash on the driver's side, and you're done. No cables to splice, wire harnesses to find, just simple plug-n-play.

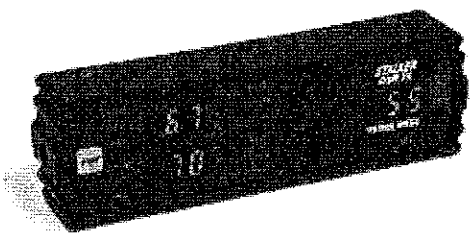
Rear Traffic Alert

Rear Traffic Alert, a proprietary feature of the 2X, is designed to warn the patrol officer of rapidly overtaking same-direction traffic when the patrol vehicle is most vulnerable to rear-end collisions – pulling into traffic from a standing start. If the 2X senses a rapidly approaching vehicle within adjustable speed parameters, it warns the officer with a distinctive alert tone. Rear Traffic Alert is a patent pending Stalker technology.

Read-Thru Lock, With Multi-Colored LEDs

The Stalker 2X allows tracking patrol speed after lock and utilizes three colors (amber, red, and green) to differentiate between the strongest, faster, and patrol speeds.

Removable Counting Unit Display



The tiny display module can be easily separated from the counting unit using an optional cable. This allows for nearly limitless installation options.

Serial Port

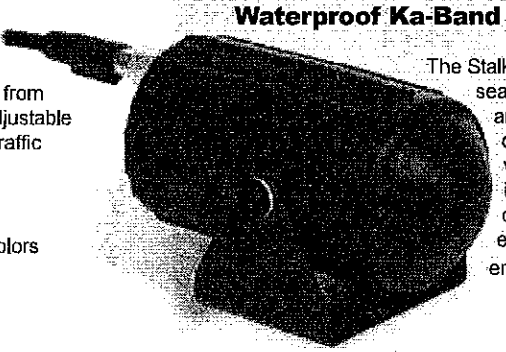
The serial RS-232 port can interface with most video cameras, computers, remote readouts, printers, and the Stalker CopTrax In-Car Video System.

CopTrax from STALKER

The Most Sophisticated Ka-Band Antennas

- Faster Target Acquisition
- More Dynamic Range

Waterproof Ka-Band



The Stalker 2X uses O-ring sealed, Ka-Band antennas. These compact, completely waterproof antennas include locking connectors and can be exterior mounted with no environmental concerns.

Patented, RFI Immune Digital Communication

The Stalker 2X achieves the industry's longest range by digitizing the Doppler audio signal at the antenna and using a high-speed digital communication link to transmit data between the antenna and the counting unit.

Traditional two-piece radar units send a low-level Doppler audio signal from the antenna to the counting unit for processing and speed display. This method is susceptible to noise induced by the auto ignition and 2-way radio transmissions, which results in reduced range and increased potential for false targets.

By using digital antenna signaling, we've virtually eliminated false signals and improved the range of our products.

STALKER®

STALKER 2X

"Faster" Target Locking Is Another STALKER First

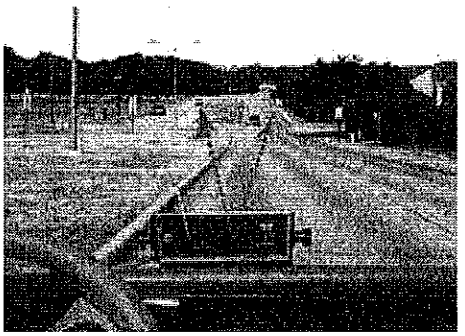
Now, an operator has a choice of locking the faster target or stronger target in any Target Zone, including same-direction faster targets.

Dramatically Simplifies Moving "Same-Direction" Operation While Automatically Ensuring Accuracy

With direction sensing antennas, the Stalker 2X is able to automatically determine if same-direction vehicles are closing or going away from the radar. This allows the 2X to automatically measure same-direction traffic speeds as simply and accurately as it does with opposite-direction traffic.

No longer does the operator need to tell the radar if same-direction traffic is faster or slower than the patrol vehicle. The Stalker 2X makes same-direction operation simple, accurate, and automatic. Plus, Stalker Radar's new Dual Zone technology takes full advantage of the Stalker 2X antennas' direction-sensing ability as well as fully utilizing the radar's display to present speed data simultaneously on up to four targets.

A Giant Leap in the Effectiveness of Stationary Operation



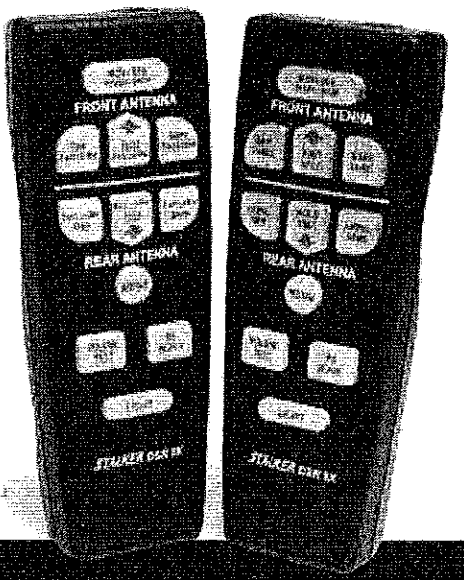
The direction sensing ability of the Stalker 2X allows the operator to select a specific direction of traffic to monitor. The 2X can measure closing targets while automatically ignoring vehicles that are going away–even if the target moving away is closer than a distant closing target.

Imagine the typical situation where you wish to measure closing vehicles at a lengthy distance on a two-lane road. Just when a distant car enters the picture, a truck passes by your location heading away from you (and towards the approaching car) A conventional radar would display the truck's speed until it is out of the area–and you could not measure the closing car's speed. The 2X is able to completely ignore the truck because it is traveling away from the radar, thereby being able to clock the closing vehicle–even though it is still distant. The Stalker 2X makes stationary operation very useful and highly effective in all locations.

Provides Voice Verification of the Antenna, Radar Mode, and Direction

Whenever a target is locked, the Stalker 2X audibly tells the operator WHICH antenna is in use (front or rear), what MODE the radar is operating in (moving or stationary), and the DIRECTION (opposite or same direction) the vehicle is traveling. This added step assists the operator in ensuring accuracy every time.

Your Choice of Two Full-Function Remotes



Fast-Lock Remote

This remote is designed for departments that require Fast Lock operation and normally operate in constant transmit mode.

Instant-On Remote

This remote is designed for departments that do not require Fast Lock operation but routinely use the "instant-on" feature. A dedicated XMIT/HOLD key provides instant transmitter ON/OFF operation.

Power to Enforce.

Your Choice of Two Full-Function Remote Controls

The Stalker 2X uses automation to reduce officer distraction caused by remote control use. Set-and-Forget Operation: Just select the two Target Zones you want to monitor and put the remote down. You simultaneously monitor four targets (strongest and faster in each zone) without touching the remote.

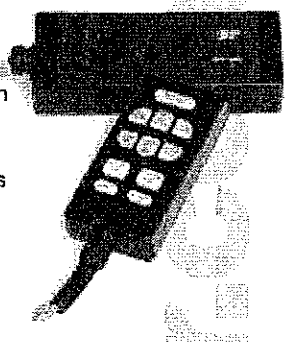
Strong target locking and Faster target locking in all Target Zones is standard with the Fast-Lock Remote, while Strong target locking is standard with the Instant-On Remote.

Other remote control features include tactile feedback keys, an ergonomically contoured body, amber backlit keys for night use, and omni-directional infrared operation that eliminates the need to point the remote.

Optional Waterproof Motorcycle Components

The Stalker's 2X waterproof components are durable, accurate products for continuous duty in the worst conditions. A full selection of brackets, mounts and cables are available.

Contact us for a Stalker Motorcycle Components brochure or go to StalkerRadar.com for more information.



MOV/STA Toggles between moving and stationary modes.

START/STOP In Stopwatch mode, starts and stops the internal timer.

OPP (Front & Rear) Turns on the front or rear transmitter (if in hold) and directly selects an Opposite Direction Target Zone.

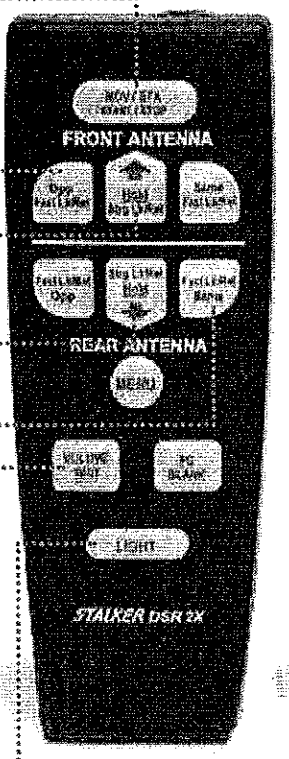
HOLD Press for ½ second to place the associated antenna into hold (standby) mode.

Strg Lk/Rel or LK/REL Locks strong targets and releases a locked strong target.

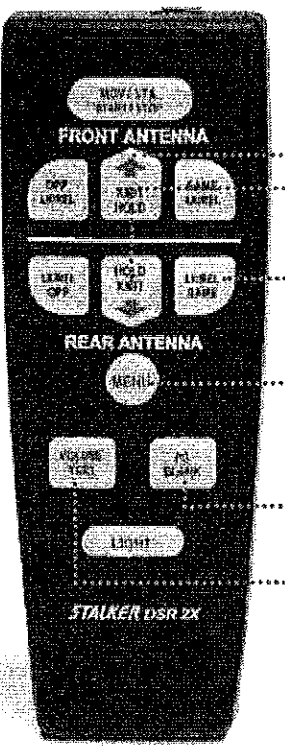
Fast Lk/Rel Locks faster targets and releases a locked faster target.

VOLUME Used with the ↑ and ↓ keys to adjust the Doppler volume, the Beep volume, and the Voice lock volume.

LIGHT A single press activates the remote control backlight for six (6) seconds and each additional press toggles the display intensity through six levels of brightness and auto.



Fast-Lock Remote
This remote is designed for departments that require Fast Lock operation and normally operate in constant transmit mode.



Instant-On Remote
This remote is designed for departments that do not require Fast Lock operation but routinely use the "instant-on" feature. A dedicated XMIT/HOLD key provides instant transmitter ON/OFF operation.

XMIT Turns the associated antenna on and selects the previous Target Zone.

HOLD Instantly places the associated antenna into hold (standby) mode.

SAME (Front & Rear) Turns on the front or rear transmitter (if in hold) and directly selects a Same Direction Target Zone.

MENU Press and release the Menu key to enter the Operator Menu system allowing the ↑ and ↓ keys to change the operator settings.

Press and hold the Menu key turns on the Dual Zone mode.

PS BLANK An incorrect patrol speed can be blanked and reacquired or, after a target lock, the patrol speed can be blanked and restored.

TEST Initiates a diagnostic check on the display unit, counting unit, and both antennas.

STALKER®

Power to Enforce.

applied concepts, inc.
2609 Technology Drive ■ Plano, Texas 75074
972.398.3780 ■ Fax 972.398.3781

006-0334-00 Rev K

800-STALKER

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Stalker XLR | Long Range LIDAR

The Stalker XLR is the smallest and lightest LIDAR in the Industry, with superior range, fast target acquisition and advanced tracking.

The Stalker X-Series LIDAR packs the industry's most advanced technology into the industry's smallest package. Plus, the new C-Thru Mode gives the unit the ability to track moving vehicles through obstructions, school and construction zones, and in the worst weather conditions.

- Small and Lightweight
- Fastest acquisition time
- Industry-leading range and accuracy
- Removable, high capacity, Li-Ion rechargeable battery handle
- Ergonomic, water resistant design
- Speed ***and*** distance in Heads-Up Display
- Advanced Tracking with C-Thru Technology
- Optional Data Logging, Following-Too-Close, and Bluetooth technology

High powered optics. Polymer housing is impact and water resistant.

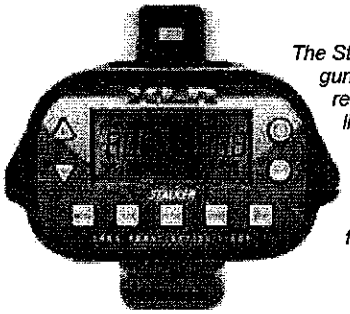
Removable, high capacity battery handle - power for several shifts.

Small. Light. Powerful. Stalker.

BUY AMERICAN ACT STALKER COMPLIANT

STALKER®

Power to Enforce.



The Stalker X-Series LIDAR are the smallest and lightest hand-held, gun-type lasers on the market today. At a mere 2.3 lbs. including removable/rechargeable battery handle, the X-Series may be lightest of all the hand-helds, but it's no lightweight.

The new snap-in Li-Ion battery handle provides ample power to last two or more shifts. Plus, the battery can be expected to last through more than 500 charging cycles.

Target acquisition is 1/3 second. The X-Series Long Range (XLR) is the best choice for targets as far as 4,000+ feet away.

Exclusive XLR Features:

Clear line of sight is no longer necessary!

■ C-Thru Technology

Stalker LIDAR XLR's C-Thru Technology enables the LIDAR to track targets despite the presence of trees, leaves, bushes, utility poles, and other obstructions between it and the target.

■ Auto Obstruction Mode

Using C-Thru Technology, the operator can take a position where previously – because of a fence, trees, signage, etc. – continuous tracking of a target was impossible.

Advanced Features:

■ School Zone / Construction Zone Mode

The X-Series can be set to track vehicles only within an operator-defined area, such as a school zone or construction zone. The operator sets a far boundary and near boundary and the X-Series will ignore vehicles outside of that zone.

■ Inclement Weather / Obstruction Mode

The X-Series units have, as standard, a Inclement Weather/Obstruction Mode which allows the unit to work in rain, snow, blowing dust, fog, as well as through fences, tree branches, etc. This also increases the operating distance when using the X-Series LIDARs through the front windshield of the patrol car.

■ Anti-Jamming Capability

The X-Series LIDARs now have software that not only detects but ignores jamming pulses and continues to provide accurate speed tracking. Jammers are being used without any worries about false or no readings.

■ Shoots Through Windshields

In normal operation, the X-Series is unaffected when shooting through the windshield or side windows of the patrol vehicle.

Optional Features:

■ Bluetooth - NEW

The XLR can connect with peripherals such as printers or speed display signs. In the client mode, it allows the XLR to connect to a PC for serial data transfers or use with the Data Logging feature.

■ Data Logging - NEW

Capturing and logging speed and time data is as easy as releasing the trigger. Storing up to 3,000 data sets in non-volatile memory, the data is either captured automatically or only when accepted by the operator.

■ Following-Too-Close - NEW

Easily set up, the XLR automatically compensates for cosine error. Taking readings of two vehicles inside a 3-second window calculates the time a following vehicle will take to reach the current position of the car in front.

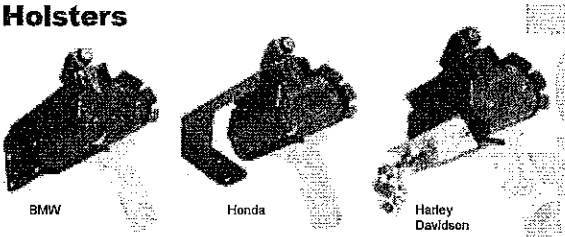
Specifications

Dimensions:	8.9" Height, 4.7" Length, 4.7" Width (22.6 cm Height, 11.9 cm Length, 11.9 cm Width)
Weight:	Including Battery Handle - 2.3 lbs (1.04 kg)
Housing:	High impact resistant polymer housing
Environmental:	-22° to +140° F, operating (-30° to 60°C) -40° to +185° F, non-operating (-40° to 85°C)
Humidity Protection:	+99° F, (37°C) 90% Relative Humidity
Battery Life:	Typically 500+ charge cycles
Battery Charge:	Li-ion battery: Approx. 2 - 3 shifts
Type:	Handheld LIDAR offering Tracking mode, Single-Shot mode, and Time/Distance mode.
Acquisition Time:	1/3 second
Nominal Range	Minimum: - Range mode <10' (<3 m) Speed mode 50 feet (15.2 m) Normal: 2500 feet (762 m) approaching Targets Maximum: >4,000 feet (1219 m)
Range Accuracy:	±6" (0.15 m)
Speed Measure:	1 mph to 299 mph (2 km/h to 481 km/h, 2 knots to 344 knots)
Speed Accuracy:	±1 mph (±1 km/h, ±1 knots)
Eye Safety:	FDA/CDRH CLASS 1 Laser Device (Eyesafe)

Lowest Cost of Ownership

Stalker products are priced competitively and built to last. But should your X-Series LIDAR ever need repair, you can count on a fair price based on your LIDAR's specific needs, not a one-charge-fixes-all blanket price. That's what we mean when we say that Stalker has the lowest cost of ownership in the industry.

Holsters



BMW Honda Harley Davidson

STALKER® **Power to Enforce.**

applied concepts, inc.
2609 Technology Drive ■ Plano, Texas 75074
972.398.3780 ■ Fax 972.398.3781

006-0517-00 Rev F

800-STALKER

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SOLICITATION REQUEST

Department: Police Department Technical Specialist: Roberto Mann Extension: ext4135/418-7546

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) 5 Mounted Radar Unit and 5 handheld radar units

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

Date plans received approval by City Building Department na
Estimated time frame for completion of project after award 2 weeks
Replacement: [ ] Yes [ ] No Total Project Budgeted Amount: 10,000. plus budget admendment
If professional services what is the estimated construction cost n/a. Any grant funds being used for consultants na construction na Type of Grant na
Liquidated damages amount (for construction only); _____
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
impact fees	109	2139	5644	00000

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:
Develop a new traffic unit in the City of Port St Lucie

If digging or trenching is required what is the depth? na

If work is in water, what is the depth? na Is the water navigable? na

If this is a building, how many stories? na

John A. Boldue
Department Head Approval

1/20/16
Date

6/11/2015

"A City for All Ages"

CITY OF PORT ST. LUCIE

Purchase Radar Units – Five Mounted & Five Laser Handheld

Sealed Electronic Bid #20160058
(E-Bid)

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

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Attachments

INVITATION TO BID

Sealed Bid #20160058 to Purchase Radar Units, Five (5) Mounted & Five (5) Laser Handheld for the Police Department will be received by the Procurement Management Department of the City of Port St. Lucie (City) no later than **11:00 am on Tuesday, April 5, 2016**.

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

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

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

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

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

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

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

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Hawes in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5221, Fax (772) 871-7337, and/or email: shawes @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after March 22, 2016 may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Hawes is the only individual authorized to represent the City.

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

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-39
- E-Bid Reply Sheet #20160058 pages 11-14 (included in E-Bid Specifications)
- Drug Free Workplace Form
- Vendor Code of Ethics
- Contractor Verification Form
- Non-collusion Affidavit of Prime Contractor
- Buy America Certificate of Compliance
- Certification Regarding Lobbying
- Certification Regarding Debarment
- E-Verify

Sherri Hawes
Buyer

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

SPECIFICATIONS

SEALED E-BID # 20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld for Police Department located at 121 SW Port St Lucie Blvd, Port St Lucie, Florida.

It is the intent of the City to enter into a unit price contract to Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld for the City of Port St. Lucie Police Department.

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

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

1. GENERAL REQUIREMENTS

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

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

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

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160058 It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal:
  Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the Unit Price Bid from line 5.4 on the E-Bid Reply Sheet #20160058 that represents the best value to the City

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

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

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

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

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

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

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160058 should be typed or printed and signed. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in one (1) file. **No hard copies will be accepted.**

A. Request Bid Specifications and all Attachments, #20160058 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet and save to your hard drive, program is in Word Office 2007 Professional. Enter total unit price on the E-Bid Reply Sheet #20160058 and save.

C. Complete company information on E-Bid Reply Sheet # 20160058

D. Enter total amount and the unit prices on E-Bid Reply Sheet # 20160058 and on the Demandstar Webpage. Total shall agree with the E-Bid Reply Sheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet # 20160058 where indicated.

F. Upload and submit in one (1) PDF File; E-Bid Reply Sheet/ Questionnaire #20160058, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, Buy America Certificate of Compliance, Certification Regarding Lobbying, Certification Regarding Debarment, E-Verify, $500.00 Bid Bond (**shall** be received within five (5) business days after the opening or your bid may be deemed non-responsive), Insurance Certificate(s), License, Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet # 20160058. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

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

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

1.9 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract and deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable The City will then execute the Contract. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council, has been executed by the City Manager, and a purchase order or Visa order form has been issued.

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

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

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

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

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

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

1.12 Permits - The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.12.1 Permit Fees: N/A

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

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

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

2. SPECIFIC REQUIREMENTS

2.1 Samples N/A

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

2.3 Proposal Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than five hundred ($500.00) dollars made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

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

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements - N/A

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

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

E-Bid Reply Sheet/Questionnaire # 20160058
Purchase Radar Units Five (5) Mounted & Five (5) Laser Handheld

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

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

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

5.4 Unit Price Total from line 5 below: $_____

Schedule A

Item #	Description	Quantity	Unit Price	Total Amount
1	Radar Units Mounted	5		
2	Radar Units Laser Handheld	5		
3	Subtotal			
4	Less visa discount			
5	**Unit Price Total**			

5.5 Number of days for delivery after receipt of order (ARO): _____Calendar days

5.6 Provide a brochure with photos of the Radar Units

5.7 Provide specifications and warranty for the Radar Units

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

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.4 above and entered on the Demandstar web page. The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

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

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

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

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

_____

_____

_____

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

_____

_____

_____

_____

_____

(Insert additional lines if necessary.)

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

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

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

_____

_____

_____

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

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

_____

_____

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

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

_____

_____

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

15. CERTIFICATION

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

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

_____ _____

Signature Title

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

(seal)

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160058

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

RECITALS

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

SECTION I
NOTICES

City Project Manager: City of Port St. Lucie
Police Department
Attn: Roberto Mann
121 SW Port St. Lucie Blvd
Port St. Lucie, FL. 34984
Telephone: 772-871-5000 ext 4135- Fax: 772-344-4078
Email: Rmann@cityofpsl.com

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

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

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160058, **and** all agenda are made part of this Contract to Purchase Radar Units – Five (5) Laser Mounted & Five (5) Laser Handheld for the Police Department are hereby incorporated by this reference.

Scope of Work: Contractor to Supply Radar Units – Five (5) Mounted & Five (5) Laser Handheld for the Police Department.

Radar Units Mounted: Stalker 2X Dual Antenna, Fastlock Remote or equal:
Radar-Stalker DSR 2X is a direction-sensing dash-mounted KA-Band Doppler vehicle radar
It is two fully functional radars in one unit, and is capable of monitoring front and rear target zones simultaneously.
Automatic same direction target sensing,
True Doppler aul antennas
IR "FastLock" remote,
Two (2) tuning forks
Display hood kit
Radar dash mount
Two (2) antenna dash/deck mounts
Two feet & Sixteen feet antenna cables
VSS installation cable kit
Cigarette-plug power cable
Operator Manual

Radar Unit Laser Handheld: LTI20/20 TruSpeed Laser or equal:
Pinpoint single-vehicles targeting in multilane traffic and is impervious to lidar and radar detectors
Shoulder mount and runs on two (2) C-Cell batteries
Six icon-based buttons for ease of operation
Shoot through light rain or snow with the one-button weather mode
Removable shoulder rest enhances aiming stability

SECTION III
TIME OF PERFORMANCE

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

SECTION IV
RENEWAL OPTION

"Not Applicable"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a unit price basis as listed below, plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Item #	Description	Quantity	Unit Price	Total Amount
1	Radar Units – Mounted	**5**		
2	Radar Units Laser Handheld	**5**		
	Unit Price Total			

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

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

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

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

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

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

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of

Procurement Management Department or her designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. All work changes over $25,000.00 must be approved by City Council.

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents Re: Contract # 20160058 Purchase Radar Units – Five Mounted & Five Laser Handheld are listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the

Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

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

Title VI

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

(1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.

(2.)Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.)Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.)information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.)Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.)Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION XII
CLEANING UP

N/A

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

Repair or Replacement - Should any defect appear during the warranty period, the Contractor(s) shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said

defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

City's Public Relations Image – N/A

Dress Code – N/A

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

which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

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

Discrepancies – N/A

Permission to Use – N/A

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

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

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

Erosion and Sediment Control – N/A

Water Resources – N/A

Native Vegetation – N/A

Sanitary Conditions – N/A

Access to Work – N/A

Foreman or Superintendent and Workmen – N/A

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

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

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption,

interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – N/A

SECTION XV
LICENSING

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

SECTION XVI
SAFETY PRECAUTIONS

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

Safety Data Sheets - 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) – N/A

Safety Precautions – N/A

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

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

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

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(balance of the page is left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

VENDOR CODE OF ETHICS

"A City for All Ages"

E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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

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

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

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

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

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

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

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

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

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

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

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

E-BID #20160058

Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-040-68
PROCUREMENT
06/1

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
E-BID #20160058
Purchase Radar Units – Five (5) Mounted & Five (5) Laser Handheld

Name of Bidder:_____

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

_____ E-Bid Reply Sheet #20160058 with proper signatures upload to DemandStar

_____ $500.00 Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid shall be considered non-responsive.

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

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

_____ Drug-Free Workplace Form uploaded to DemandStar

_____ Required forms: Vendor Code of Ethics, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, Buy America Certificate of Compliance, Certification Regarding Lobbying, All forms are to be uploaded to DemandStar

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

_____ Copy of the Checklist uploaded to DemandStar

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

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

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

_____ All price extensions and totals have been thoroughly checked

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

BID OPENING ATTENDANCE
SEALED BID-201600058-SH
Purchase Radar Units – Five Mounted & Five Laser Handheld for Police Department
April 5, 2016 @ 11:00 a.m.

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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager /Acting City Manager
Edwin M. Fry, Finance Director

FROM: Cheryl Shanaberger, MPA, CPPO, Director
Procurement Management Department

Agenda Item: Motion: Item #20160075 Debt Collection Agency Services

Submittal Date: 4/22/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 1, Financially Sound City, High Performance City Organization, Objectives 2, Reduce, or maintain a fiscally responsible level of City debt consistent with City financial policies and nationally accepted standards while investing in City infrastructure.

BACKGROUND: The City has engaged the services of a collection agency for various debt collections such as Code Compliance, Non Ad Valorem Special Assessments, Housing & Community Development Mortgages, Performance Bonds, Contractor Examining Board Liens, Building Code Liens and Utility Liens for several years. A collection company has the resources to track down lien holders. Statute dictates the City notify the owner of record listed with the property appraiser however often this information is incorrect or outdated. People move, go through divorce, bankruptcy, foreclosure, etc. The collections company has the ability and resources to track people all over the United States and put them on notice. Each lien is put through a series of letter and phone campaigns in an attempt to collect. If contact cannot be made the lien holders credit is hit which often prompts contact. Each lien is an asset of the city and every attempt possible is used to collect. The current contract was due to expire and a new bid was issued on March 6, 2016 to ninety (90) suppliers resulting in thirteen (13) plan holders. The bid opened on March 30, 2016 at 2:00 PM with one responsive bidder.

ANALYSIS: Staff reviewed the proposal and Creditech is the City's current vendor and received a positive evaluation. Also, the current offer is 4% less than the current contract. Creditech is not a local vendor.

FINANCIAL INFORMATION: Collection fees are assessed on top of the city's outstanding balance resulting zero direct costs to the city.

LEGAL INFORMATION: Reviewed by Ella Gilbert on March 7, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval of award and Contract for E-Bid #20160075 with Creditech Collection Solutions, Inc., for a collection service fee of 14% when legal activities are not required. Creditech will operate on a 40% contingency fee when legal activities are required. Contract will be for five (5) years with one 5 year renewal.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Contract, Bid Tab, Evaluation, Winning Proposal, E-Bid Document, Sign-in Sheet

*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 0 3 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE
CONTRACT FORM

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 *Creditech, Inc., a Pennsylvania Corporation, at 80 NE 4th Ave. Suite 20, Delray Beach, Fl 33483, Telephone (800) 555.5695 ext 6995 Fax (610) 588.5765*, hereinafter called "Contractor", party of the second part.

RECITALS

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

The City of Port St. Lucie retains the power to:

1) Decide which liens to assign to the collection agency;
2) Decide which collection techniques are permissible;
3) Prohibit the use of any technique it finds objectionable;
4) Take back any assigned debt or lien.

SECTION I
NOTICES

City Project Manager:
City of Port St. Lucie
Finance Department
Attn: Charlie Proulx
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5201- Fax: 772-871-5203
Email: cproulx@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Cheryl Shanaberger
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-7390 Fax: 772-871-7337
Email: cshanaberger@cityofpsl.com

Contractor:
Creditech, Inc.
James Pajak
403 S 3rd St. Suite B
Youngwood, PA 15697
Telephone (800) 555.5695 ext 6010
Fax (610) 588.5765

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the SRFP Specifications, Addenda, #20160075, **Debt Collection Agency Services,** are hereby incorporated by this reference. In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

Scope of Work

Contractor Responsibilities

The Contractor shall have the expertise, ability and willingness to offer consulting services to the City's Collections Division free of charge, as a cost of doing business with the City under this Contract
These consulting services shall include, but not be limited to, the following:

- Identification of specialized governmental debt and the preparation of legal referral of such debt for City approval.
- Laws that regulate the enforceability of specialized governmental debt.
- Procedures for identifying unperfected debt as well as perfecting such debt.
- Procedures to ensure that specialized governmental debt is automatically perfected through routine procedures within the department responsible for its creation.
- Identification of ways to reduce City expenditures regarding indigent services through the use of asset searches to disprove claims of indigence as they occur.
- Assessment of each area's asset search needs to ensure the proper depth of investigation in order to maximize search effectiveness and minimize the cost to the City.

The Contractor shall comply with all federal, state, and local laws and regulations relating to collections policies and procedures and conduct such collections in a professional, courteous, and business like manner, consistent with the image and reputation of the City. All written communications used by the Contractor shall be approved in writing by the City prior to be sent out. Any letters deemed by the City, at its sole discretion, to be of a harassing nature are forbidden to be utilized for collection purposes.

The Contractor shall not, under any circumstances, use any threats, intimidation or harassment of debtors in the collection of accounts or violate any other applicable government guidelines. The Contractor shall not hold itself out as or claim to be an officer or employee of the City or state.

The Contractor shall maintain the necessary staff to provide the services requested during the contract period and any extensions thereof.

The Contractor shall not settle any accounts for less than the total amount due without the express written consent of the City.

All development and postal costs of any kind are to be provided by the Contractor.

The Contractor shall have the capability to report debts on behalf of the City to a nationally available credit history reporting database, such as TRW, Equifax, TransUnion, etc. There shall be no additional fee for this service.

The Contractor shall provide electronic data interface capabilities for exchange of financial transactions, account placements, and status reports, including E-mail or Internet capabilities.

The Contractor shall have the capability to accept debtor credit card payments made by Visa, MasterCard and American Express. City shall receive full amount of payment via credit card. Contractor pays credit card transaction fees.

The Contractor shall have the capability to advance the costs of debt collection. Any expenditure by the Contractor on debts, uncollectible for any reason, is the sole responsibility of the Contractor and not subject to reimbursement by the City Of Port St. Lucie.

Prior to commencing work under this Contract, the Contractor shall be licensed pursuant to Chapter 559, Part VI. (Consumer Collection Practices), Florida Statutes. Depending on the volume of revenue from customers other than the City, the Contractor may also need to be licensed pursuant to Chapter 559, Part V (Commercial Collection Practices), Florida Statutes.

It shall be the responsibility of the Contractor to submit, prior to commencement of work, a current Business Tax Receipt for the City of Port St. Lucie and/or St. Lucie County, if required, and all permits required to complete this contractual service at no additional cost to the City.

The Contractor shall have person(s) familiar with enforceable writs and the collection thereof as well as working knowledge, concerning the location of assets and the priority of liens.

Upon request by the City, Contractor shall provide a written response to all collections complaints received by City against the Contractor,

The Contractor shall suspend any and all activity on any case(s) or debt category upon receipt of written request of the City.

The Contractor shall immediately notify the City in writing if any employee or stockholder of the Contractor is a party to any debt turned over to the Contractor for collection.

Contractor shall have at a minimum, one Spanish-speaking collector employed to service the accounts of the City's substantial Spanish speaking population. Also, employees who speak Creole and Portuguese are desirable.

The City reserves the right to visit the offices of the Contractor and/or its agents periodically for inspection of the facilities, records and/or operations used in the performance of any work under this Contract. Financial records pertaining to the Contract will be available to the City's Internal Auditor at any time during normal working hours.

The Contractor shall have the resource capability to conduct a minimum of twenty-five (25) advanced asset searches per week, if requested.

Contractor shall be able to effect collections in all 50 states, U.S territories or commonwealth and Canada and/or have existing networking agreements with other collection agencies nationwide which include an experienced staff to effect collections through written communications with debtors, skip tracing for new addresses, telephone calls, perfecting liens, credit bureau inquiries, and foreclosing on property.

All Contractor letters to and correspondence with debtors must be of an informative and respectful nature. Any letters deemed by the City, at its sole discretion, to be of a harassing are forbidden to be utilized for collection purposes.

Federal and State Tax
The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's Tax Exemption Number in securing such materials.

Access and Audits
The Contractor shall maintain adequate records related to all charges, expenses; and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

Accounts Included and Extent of Collection Service
This Contract shall include only specialized governmental debt for which enforceable writs and property liens may be obtained. The specialized debt accounts may include, but shall not necessarily be limited to, the following collection categories:

- Code Enforcement liens
- Non Ad Valium Special Assessments (board & secure and lot clearing)
- Housing & Community Development mortgages
- Judgments or liens in favor of or the benefit of the City of Port St. Lucie
- Performance bonds/developer agreements
- Contractor Examining Board Liens
- Building Code Liens
- Utility Liens

Asset Search Services Required
Asset search services may be required to determine the assets that may be owned by debtors that have done damage to City property and also debtors with Code Enforcement liens or other liens identified by the City. Searches may be expanded to include, but not limited to, any other asset search that may be requested by the City's Collections Division.

Basic Asset Investigation
This search will determine a defendant's title ownership of any automobiles, boats, aircraft, or mobile homes registered or unregistered anywhere in Florida. In addition, this search will reveal the ownership of any real property in any of the sixty-seven (67) Counties in Florida. These searches incorporate the latest information provided by the State Department of Motor Vehicles and the property records of all the Counties in Florida.

Intermediate Asset Investigation
This investigation includes all of the searches conducted for the Basic Asset Investigation, plus it would also disclose whether any real property was either recently purchased or sold within St. Lucie County, and for how much it was purchased or sold. Also, this investigation would reveal any automobiles, boats, or aircrafts that were sold as recently as within a two (2) week period.

Advanced Asset Investigation

This investigation would include all of the searches conducted under the Intermediate Investigation and would disclose recently purchased assets, in addition to sold automobiles, along with national aircraft and statewide watercraft ownership. Also, any corporate holdings, affiliations and U.C.C, filings, if any, would be discovered. Furthermore, a full credit report providing extensive information including mortgage and credit card payment amounts and histories would be obtained.

SECTION III
TIME OF PERFORMANCE

Contract period shall commence May 1, 2016 and terminate April 30, 2021, (5) five years, with a renewal as per Section IV. In the event all work required in the SRFP specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the SRFP specifications has been rendered.

SECTION IV
RENEWAL OPTION

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for an additional five (5) year term and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract at the mutually agreed upon price for the additional term.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

SECTION V
COMPENSATION

The collection services fee is **14%** percent add on when legal activities are not required. This amount is paid by the debtor not the City. The Contractor will operate on a **40%** contingency basis for this contract when legal fees are required. Contractor will not get paid until the City is paid. Contractor will advance all costs such as datamining, skip tracing, asset identification and all costs associated with the legal collection strategy. For those accounts requiring legal activities, the Contractor will advance the court cost, filing fees, sheriff/service charges and other litigation related expenses.

The Contractor shall submit a monthly summarized invoice for each debtor account by the 5th of the month. Each summarized invoice shall include the debtor's name, the City assigned debtor account number, the date and total amount collected, the commission based on the collected amount, and the balance on the account. The Contractor shall also include a remittance report with submitted invoices which reflects the total amount collected and total fees.

The Contractor shall remit by the 5th of the month the entire amount collected to the City less commission and any other approved additional fees

All invoices and correspondence relative to this Contract must contain the Contract number.

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. Any and all changes must be authorized by a written change order signed by the Director of OMB or his 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. The City, in the event of any such change, will work with Contractor to ensure that Contractor is allowed adequate time to incorporate change(s) into its systems. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITHS SRFP

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

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).

The Contractor including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Contractor to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverages outlined below shall apply on a primary and non-contributory basis.

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

obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers Compensation - The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. **A Waiver of Subrogation endorsement is required**. Coverage should apply on a primary basis.

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

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

An **Additional Insured endorsement must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG2060) 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 is required**. Defense costs are to be in addition to the limit of liability. A **Waiver of Subrogation is required in favor of the City**. 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.

Professional Liability - The selected Proposer 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, City reserves the right, but not the obligation, to review and request a copy of Proposer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Proposer 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), Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

Automobile Liability – Not Required for this Contract.

Additional Insured - 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 political subdivision 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 (if Auto Liability is required). The name for the Additional Insured endorsement issued by the insurer shall read, **"City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20160075 for Collection Agency Services shall be listed as additionally insured".** The Policies must be specifically endorsed to grant the City of Port St Lucie the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the Certificate of Insurance. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event the statutory liability of

the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required to provide coverage at least equal to the amended statutory limit of liability of the City upon the City's thirty - (30) days written notice. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Waiver of Subrogation - 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 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 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.

Cyber Liability

The Consultant shall agree to maintain Cyber Liability in limits not less than $1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response/Customer Breach Notice Expense. Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as additional insured. A waver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

Theft and Fraud Fidelity Bond

The Contractor shall furnish, to the City, an Employee Theft and Fraud Fidelity Bond in the amount of $10,000.00, prior to the commencement of work, and shall keep in full force and effect during the entire term of

the Contract, and thereafter for a period of six (6) months or until financial obligations are satisfied, whichever comes first.

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.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

SECTION XII
CLEANING UP

N/A

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

N/A

SECTION XIV
ADDITIONAL REQUIREMENTS

Recalled Accounts
The City reserves the right to recall any accounts, judgments, and liens referred to the Contractor under this Contract. Recall shall be by actual or constructive notice. Whenever possible, the City shall provide the Contractor with actual notice of recall, however in the event that account, judgment, or lien is satisfied, settled, or extinguished by any judicial or quasi-judicial body (such as the Code Enforcement Special Mastery Board) then that shall serve as constructive notice of recall. The City shall only be responsible for reimbursable expenses incurred up to the time of recall. City will, whenever possible, send notice to Contractor when lien is extinguished or judgment is vacated.

SECTION XV
LICENSING

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

SECTION XVI
SAFETY PRECAUTIONS

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION

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

SECTION XVIIII
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

N/A

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 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 Creditech, Inc.

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*)

LEGAL SERVICES ATTORNEY NOMINATION FORM

Debt Collection Agency Name: Creditech, Inc.
As part of this SRFP, the Debt Collection Agency must identify the person, persons or firm that will serve as legal counsel(s) for the Authorized Collection Agency for debt collection legal services in the event the using department determines that legal services will be included as part of the Debt Collection Services under this SRFP. Said legal counsel(s) may be a staff person of the Authorized Collection Agency or a subcontractor to said agency. The City of Port St. Lucie Attorney's Office, shall have the right to review the information contained in the Legal Services Attorney Nomination Form and shall have the sole discretion to approve /disapprove. The City of Port St. Lucie Attorney's Office may conduct whatever investigation or background checks, including reference checks as deemed necessary. Authorized Legal Services will be subject to supervision by the City of Port St. Lucie's Attorney Office or the using departments authorized representative. The City of Port St. Lucie Attorney's Office shall not unreasonably withhold approval of a proposed legal service representative, but any failure by the above to approve a nominated legal service person, persons or firm, shall not relieve an Authorized Collection Agency from full compliance with this SRFP and subsequent individual using agencies contract.

If during the course of this contract, the Authorized Collection Agency wishes to change their approved legal service designation, this form must be resubmitted to the Procurement Management Department for re-review and approval, prior to the effective date of such change in designation.

NAME OF PROPOSED LEGAL COUNSEL: Kevin Bennett	
FIRM NAME:	
ADDRESS: 80 NE 4th Ave. Ste. 18, Delray Beach Fl 33483	
TELEPHONE NO.: 561-276-9343	FAX NO.: 561-276-9320
EMAIL:	

Qualifications for Appointment: Please attach resume and statement of qualifications for each attorney/Firm Nominated for potential approval.

Financial Terms: Please state the financial terms of the Debt Collection Agency's agreement relative to legal services with this SRFP (staff employee, etc.)

The following to be filled out by the City of Port St. Lucie only:

City of Port St. Lucie Attorney's Office approval: _____ Dated: _____

User: **Shanaberger, CPPO, Cheryl** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

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Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20160075-0-2016/CS
Bid Name	Collection Agency Services
Bid Due Date	3/30/2016 2:00:00 PM Eastern time
Bid Opening	**Closed**

1 total response found.

✓ online, offline, • not submitting, ! not received

	Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1	Creditech	3/29/2016 4:20:44 PM	50 N 7th st Bangor, PA 18013	$12.28		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Reference Check Form E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓	Bid amount only permits monetary figures the bid amount is 12.28% contingency fee	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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Evaluation Form

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE PROCUREMENT MANAGEMENT DEPARTMENT. THANK YOU.

CONTRACT #____20130048_____ DEPARTMENT: _____Finance_____

TITLE: _____

NAME OF CONTRACTED FIRM: _____Creditech_____ DATE DUE: _____

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT Exceeds Requirements	GOOD Meets Requirements	FAIR Meets Some Requirements	POOR Does Not Meet Requirements	N/A
Delivery Times		X			
Quality of Work		X			
Reliability		X			
Quality of Products Used		X			
Adherence to Specifications		X			
Problem Solving (Response to Issues)		X			
Accurate Billing & Accurate Invoice Details		X			
Ability to work with Contractor to stay on schedule and adhere to specifications		X			
Adequate Staff for the project		X			
Subcontractor/Overall Management (The contracted firm's ability, effort and success in managing & coordinating subcontractors. If no subs, rate the overall project management performance)		X			
Working Relationships (The contracted firm's working relationships with other parties (i.e., City project manager, city staff/employees and other entities)		X			
Contract Closeout The contracted firm's overall ability to efficiently close out the project (Timely completion of all punch list items, timely resolution of all outstanding change orders, and timely submission of all close-out documents.)		X			
Overall Performance					

Please make comments. List any additional information you find pertinent to the contracted firm's performance.

_____

_____

_____

_____

Would you contract with this firm again: **Yes** **or** **No** DATE: ____2/10/16_____

(Please circle one)

SUPERVISOR/ PROJECT MANAGER: ____Charlie Proulx_____ *(Please print)*

00000-89

BID REPLY SHEET/ QUESTIONNAIRE
SRFP #-20160075
Debt Collection Agency Services

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 Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications 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.

PLEASE NOTE: THIS FORM IS NOT PROTECTED. INSERT ANSWERS IMMEDIATELY FOLLOWING EACH QUESTION. INCLUDE ANY ADDITIONAL SHEETS FOLLWING THAT QUESTION.

Dated this 30th day of March, 2016.

Creditech, Inc.
Legal Name of Proposer's Organization

By: Michelle Marshall, President
Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation

2. Firm's name and main office address, telephone and fax number, e-mail of **Primary Contact**:

Corporate Office:	**Additional Location:**	**Primary Contact:**
50 North 7th St.	80 NE 4th Ave Ste 20	James Pajak
Bangor, PA 18013	Delray Beach, FL 33483	403 S 3rd St. Ste B
		Youngwood, PA 15697

3. Firm's previous names (if any). N/A

4. How many years has your organization been in business as a Debt Collection Agency? Since 1983.

5. What is the location of the office that will be performing this Contract? 50 N. 7th St., Bangor, PA 18013. How long at this location? Since 1983.

6. Is firm a minority business? Yes

7. Does firm have a drug-free workplace program? Yes

8. If no, is your company planning to implement such a program? N/A

9. How many employees do you have in the Treasure Coast area? None.

10. Is your firm claiming Local Preference under City ordinance 35.12? No.

11. Status of Contracts on hand. Over 75 Utility Accts and excess of 125 miscellaneous accounts.

12. Describe your experience with Government clients.

CREDITECH is affiliated with H. A. Berkheimer, Inc., whose Berkheimer Tax Administrator division has been in the collection of municipal fees and taxes for over 80 years. In 2013 Berkheimer collected and disbursed over 1.8 billion dollars in Local Government revenues and fees

As a company that specializes in assisting government clients in the collection of past-due debts we understand that government debt is different from other kinds of commercial debts. Our training curriculum will be tailored to the unique needs and requirements of the Client. Furthermore, Creditech believes that timely and effective training enable our staff to provide the highest level of service in the industry. As such we feel strongly that our collectors have the knowledge and experience to handle your delinquent cases.

13. What best differentiates your company from your competitors?

At CREDITECH, we believe nothing of superior caliber is possible without commitment to excellence, team work, and service to our customers. It is this spirit that separates us from many other service bureaus and collection agencies. The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The continued success of the Company is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the Company, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.
The Company will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

14. Please provide Three (3) references that are similar to our City in terms of scope of services requested and size. (Please use the attached Reference Check Form- Make 3 copies).

City of Crescent City
3 N Summit St
Crescent City, FL 32112
Contact: Jocelyn
Utilities
Phone: 386-698-2525 x 226
utilitybilling@crescentcity-fl.com

Hellertown Borough/ North Hampton Co.
685 Main St.
Hellertown, PA
Contact: Tanya
Garbage
Phone: 610-838-7041 x101
Fax:610 838-0500
Tstanetz@hellertownborugh.org

St Vincent Health Erie FCU
2314 Sassafras St. Ste 100
Erie, PA 16502
Contact: Tonia
Medical
Phone: 814-452-5829
Fax: 814-452-7921
TGIDO@SVHS.ORG

15. Debt Collection Procedures

Describe the services provided by your Company to assist the City in establishing a cost-effective collection service that will maximize the percentage of recovery of delinquent claims. Include a description of the Proposers internal accounting procedures for recording, monitoring, evaluating and reporting monies collected and debt collection services performed. Include examples of accounting and control forms, reports on both used with an explanation of each. Examples are limited to three pages.

1. All accounts assigned to our system are electronically verified through the U.S. Postal National Change of Address and accounts are updated with the most current mailing addresses prior to the first notice being sent.
2. All accounts assigned to our system are electronically checked for the most current telephone #.
3. Accounts are assigned to individual collectors via the Columbia Ultimate Business System (C.U.B.S.)
4. The first notice is mailed via the C.U.B.S. system.
5. Telephone calls will be placed to consumers either manually by the individual collector or via the automated dialer. More attempts will be made on higher balance accounts.
6. Collectors will do manual skip tracing as needed to obtain good phone #'s and addresses.
7. After the 30 day validation period, a second letter will be mailed.
8. Collectors will continue to make attempts to contact consumer to obtain payment of the account(s) for a minimum of 180 days.
9. Approximately 21 days after the second letter is sent, a credit bureau letter will be sent. This letter is contingent upon the client allowing their accounts to be credit reported to a national credit bureau. Accounts with a balance of $50.00 or more will be credit reported.
10. If the account is not paid in full or on an acceptable payment plan within 90 days of assignment, the account is reported to a national credit bureau. Again this is contingent upon the client allowing their accounts to be credit reported to a national credit bureau.
11. Individual accounts are reviewed by management to determine if further collection activity should be made, which may include recommending a suit.

- A standard of two to three letters will be sent.
- Other than the standard letter series, collectors may send other letters based on different scenarios during the collection process.
- Collectors will try to obtain payment in full when at all possible. Payment plans will be negotiated if payment in full cannot be obtained.

Please refer to "Life of the Collection Account section" page __

16. Certification of Due Diligence for all Assigned Debts

Provide certification that all accounts assigned will receive the full range of collection efforts equitably based upon type of account, age of account, and amount of account, so that certain kinds of accounts are not given preference for collection efforts.

We work all of the accounts based on the Tiered methodology described above. All are scored initially and prioritized to ensure that the accounts with the highest probability of collection are identified. However, we do pursue all accounts.

17. Timeframe for Assigned Debts

List your Company's time frame necessary in acknowledging receipt of assigned claims or accounts, and the time frame to commence work on assigned claims.

24 to 48 hours depending on the method of submission. Prior to commencement of the work, we will establish billing guidelines to ensure the requirement for reimbursement is minimized. Our standard methodology is to "net" our fees from collected revenue. Accordingly, the need for reimbursements should be minimal. However, should a scenario arise that requires reimbursement, the request will be reviewed verified and reimbursed within 30 days of receipt.

18. Procedures for Reimbursements

Describe your Company's procedures to return reimbursements received in the event of an audit finding that the service(s) rendered were not eligible for reimbursement or that the reimbursement amount was excessive.

Prior to commencement of the work, we will establish billing guidelines to ensure the requirement for reimbursement is minimized. Our standard methodology is to "net" our fees from collected revenue. Accordingly, the need for reimbursements should be minimal. However, should a scenario arise that requires reimbursement, the request will be reviewed verified and reimbursed within 30 days of receipt.

19. Procedures for Return of Uncollected Debts

Proposers must give a description of the procedure and time frame for the return of any claim.

Immediately upon notification, we will cease all communication with the debtor and close-out any outstanding credit reporting. Any corresponding account information will be returned to client within 30 days.

20. Criteria for Offering Payment Plans

Describe your Company's applied criteria in determining the offering of installment debt payments and the maximum payment-plan agreement term.

We understand that debtors have different financial circumstances and we try to match the payment plan to their individual capability. However, we design the plans based on the criteria that is submitted by the client. Our standard payment plans are no longer than 6 months but depending on the amount owed and client criteria, these time frames can be extended.

21. Payment Plan Procedures

Describe the maintenance procedures, forms and monitoring utilized with payment plan agreements.

Our system has inherent capabilities to establish, track, and process payment plans. Payment plans are an integral part of our collection process. The system allows for the collector to set up a payment agreement in a number of ways to maximize collection for our clients. Additionally, the system automatically monitors the status of the accounts on payment plans and reports any defaults of these payments directly to the collectors for immediate follow-up.

22. Referral of Debt for Legal Services

Describe the procedures through which:

Collections will be recommended for legal services or litigation

Creditech has a fully staff legal department with an in house Attorney which will review each account for viability of legal pursuit. Once the preliminary legal review is approved and we will review the account with the client before legal pursuit.

Criteria for determining the appropriateness of legal services or litigation

On accounts where we cannot successfully collect the balances due through normal debt collection processes, it will be recommended that we commence legal action. If approved by you, we will forward the account to our collection attorney. The account will be reviewed for a variety of compliance issues including statute of limitation, debtor bankruptcy and any other legal concerns that may prevent a collection suit from being filed. Legal action will be handled on a case by case basis. Creditech can prepare the Civil Complaints for filing and recommends accounts greater than $1,000.00 for legal review, however balance threshold can be modified at the client's request. Fees and plan of action will be discussed with client.

Mechanisms through which notification of the need for legal services

a. Will be made

   We will send a notification to the client advising the portfolio of accounts we recommend to go for legal.

b. Apprised of legal services status

c. Description of the frequency and content of periodic reports.

   Creditech will provide on a monthly basis in an electronic format, a status report of all accounts that have been sent for legal work. Upon award, we will work with the City to develop a report that is mutually agreed upon.

d. Procedures for conducting legal services which may occur outside of the City of Port St. Lucie

   Debt can be collected and litigated where it was incurred, regardless of current residency. However, if in order to execute a judgment it will have to be transferred to the county in which the Debtor is now residing. Appropriate counsel for new jurisdiction will be obtained as determined by our final agreement with the City.

e. Outside the State of Florida

   There will be occasions when litigation becomes necessary to collect a delinquent account. Consequently, we offer this service to supplement our ordinary collection efforts. Prior to referral to an attorney, the following must occur:

   - The representative determines that the delinquent account cannot be resolved through ordinary collection procedures.
   - An investigation to determine the existence of assets is conducted.
   - If assets are discovered, the account is referred to management for approval.
   - The account is reviewed and approved for litigation.
   - A "Legal Letter" is sent to the client.

   Upon receipt of the signed "Legal Letter," the account is forwarded to our in-house attorney.

23. <u>Electronic Data Processing (EDP) Sophistication:</u>

Describe your Company's level of EDP sophistication and capacity, including, but not limited to:

Number of competent technical staff assigned to the City Contract who can meet the operational requirements of the Proposal. Include job title, description, of position, years of experience, language and bi-lingual skills.

Lance Mazon Systems Analyst
Lance started with the company in 2014 and was formerly employed with "Columbia Ultimate System"

Richard Smith
TSD Team Leader / Project Coordinator – TSD leader and TSD project coordinator - 20 years' experience

Paul Sawka and John Ramirez
Level 1 Technicians – Troubleshoot and resolve level 1 technical issues - combined 16 years'experience

Robert Lessard
Level 2 Technician – Troubleshoot and resolve level 2 technical issues - 20 years' experience

Chade Andress and Christopher Sakasits
Sr. Technicians – Troubleshoot and resolve level 3, more difficult technical issues as well as lead technicians on new installs - 16 years' experience

Seth Plowman
Helpdesk Coordinator – Coordinate schedules and assign helpdesk issues to the technicians - 9 years

Deborah Jones
Debbie has been in a supervisory position for 15 years. She is responsible for ensuring that employees comply with company policies and all laws applicable to the collection industry. Her responsibilities include training employees; monitoring, planning, assigning, directing work and performance appraisals.

List and describe in detail, the in-house hardware and software, or the availability of a service bureau that can handle the anticipated accounts.

We currently utilize the Columbia Ultimate Business Systems to manage our collection activities including documentation of collector activities and debtor contact. This system is housed on redundant HP Unix servers and is part of our extensive in-house data center. All IT infrastructure is supported by our in-house technical support staff, and CUBS programmers.

List the method of security systems, procedures, and types; describe how debt collection account case records will be stored securely and what security will be used (physical, staff, and electronic) to ensure access only by authorized individual and that privacy of information is maintained in accordance with all Federal, State and Municipal laws.

The security procedures and policies of our data center are review as part of a SAS 70 type II Certification of our family of companies. Due to our 65 year history with handling and processing confidential taxpayer records, we place a high priority on security and confidentiality of our client's data. Accordingly we utilize a variety of hardware and software security mechanisms and include a segregation of duties protocol to prevent unauthorized access. Our operations also maintain HIPAA compliance in support of our medical clients. We have implemented an active disaster recovery plans

including a comprehensive backup policy that ensures that there is no breach of privacy or data.

Provide samples of reporting case tracking and aging systems capable of calculating interest penalties and fines.

N/A

Demonstrate your Agency's ability to send required monthly reports to Departments, and City Attorney and/or his designee, in the format designated by the City via electronic report (email).

Our system has a full complement of standard reporting that is available on a monthly basis. Ad-Hoc and custom reporting is available as requested designated by the city. Upon request, we can provide to the City our online service called Client Access Web. This service is provides real-time access to our system allowing the city to generate reports on demand.

24. <u>Identification of Subcontractors:</u>

Identify any Subcontractors that may be used in performance of Debt Collection Services.

Online Payments – Applied Innovations
Credit Card payments – Official Payments Holding Inc.

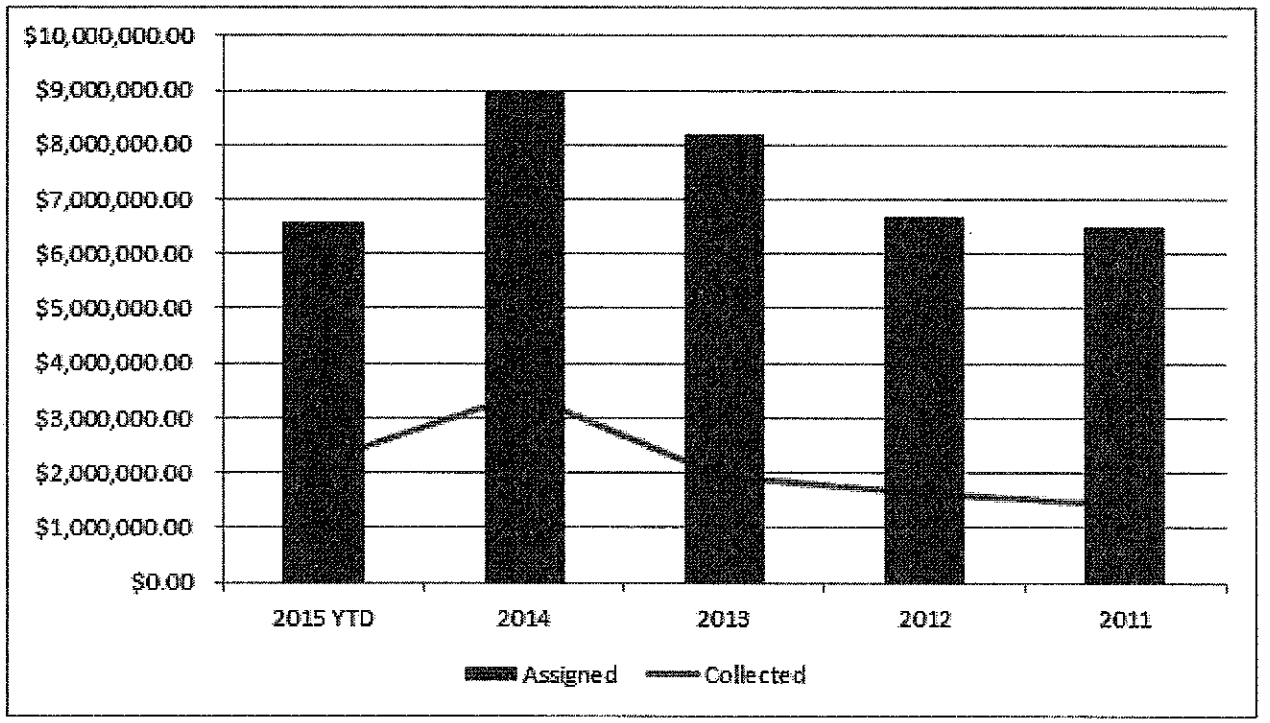
Due to our size and the sophistication of our organization CREDITECH utilizes the resources of several sister companies. CREDITECH utilizes Berk-One for mail processing as well as imaging and payment processing.

25. <u>Capacity of Debt Collection Assignments:</u>

Provide a description of your Agency's total account capacity for all potential debt collection services, and the current amount of assigned debt.

CREDITECH is under the Berkheimer umbrella of companies. Due to the size and sophistication of our organization CREDITECH has the ability to utilize technology and resourcing normally reserved for larger entities. That opportunity allows us to create a collection process that is innovative, efficient and scalable as resourcing opportunities arise. Most importantly our unique situation provides adequate resourcing for ancillary services which then allow our core staff to focus exclusively on collections. Including our affiliate companies our employee count is in excess of 350 employees. CREDITECH maintains the flexibility to scale staff appropriately when portfolios reach 80% of capacity for our core collection staff. Currently we are at 40%. Total assigned debt 13 million.

Proposers must also provide the total amount of debt assigned by government agencies and the percent collected per year for the past five (5) years in graph format.



26. <u>Dept Collector Account Assignment:</u>

Proposer must detail policies regarding the number of accounts assigned to the individual collectors.

As outlined in the Life of the Account section all accounts are scored and placed in tiers to denote the level of frequency needed to reach the highest collectability. On a daily basis each collector then works these tiers and when needed assigns accounts to their personal desk(s) for additional follow up. The collection manager assigns time within the collector's daily workflow for these accounts to be worked. Metrics and standards have been established to denote when the personal desks are reaching capacity and additional resources are assigned as needed to ensure each account is given the level of attention needed.

27. <u>Experience Providing Debt Collection with Legal Services:</u>

Identify previous experience in legal services or litigation of debt collection accounts including the outcome of said legal services or litigation for governmental accounts.

Overall we have had a recovery of approximately 5% utilizing legal avenues. This course of action is used only as a last resort and it has been agreed upon by both parties that it has reached the end of its collection life.

28. <u>Training:</u>

Proposer must describe any training programs provided by the Proposer to staff, Subcontractors, agent, etc. concerning the requirements and restrictions for the fair collection of debts to ensure compliance with federal and state general and special laws and regulations and the terms of the Debt collection Services Contract.

Creditech staff receives extensive training including but not limited to Fair "FDCPA" Debt Collection Practices, "HIPPA" Health Insurance Portability Account Act, "FCPA Fair Credit Reporting Act, "TCPA" Telephone Consumer Protection Act, Debt Collection Techniques, Customer Service Etiquette

and the Collection Software. In addition, Creditech in an active member "ACA" American Collectors Association. After the initial education the collector is seated with an experienced collector/trainer to "shadow" the process. Once that step of training is completed, the collector themselves handles the calls along with an experienced collector/trainer. Once the collector has mastered the skillset, the collector can work independently. From that point on the collector's work along with the other team members are monitored by the Collection Manager monthly for accuracy and quality. This includes both qualitative assessments of performance statistics (such as average call time, number of calls taken, complaint reports, etc.) as well as subjective factors such as call monitoring by supervisory personnel. Performance statistics are measured against established standards to determine agent effectiveness and quality of service. A more subjective measurement is used to measure calls sampled.

29. <u>Understanding of Collection of Governmental Accounts:</u>

Briefly illustrate your Agency's experience with, and understanding of, the collection of governmental accounts receivable, and a brief one (1) page description of the authorized collection Agent's previous recovery success for governmental accounts.

As stated previously we have been working with government collections since 1936. Through our experience, we have been able to truly perfect our methodology of collecting on government accounts.

CREDITECH is affiliated with H. A. Berkheimer, Inc., whose Berkheimer, Tax Administrator division has been in the collection of municipal fees and taxes for 8 0 years. In 2013 Berkheimer collected and disbursed over 1.8 billion dollars in Local Government revenues and fees

CREDITECH employees have spent the last three decades dedicating themselves to client satisfaction, flexibility and technological innovation, which enables our clients to focus on their core competencies while reducing costs. We believe that nothing of superior caliber is possible without a commitment to excellence and teamwork. As members of the American Collector Association, we are committed to follow federally regulated guidelines that govern consumers' rights and collectors' responsibilities.

CREDITECH is backed by the same sophisticated data processing system utilized by all Berkheimer Companies that allows us to continually maintain mail, telephone and personal contact with you and your delinquents. You can be assured that our systems and professional staff members will provide a timely solution to your accounts receivable problems in a manner in which we can be mutually proud.

Our average collection rate on governmental entities is 62% with ranges of return from 5% - 98%.

30. <u>Reports / File Media:</u>

The Specifications allow the City's Departments to send and receive a variety of file formats, media processing or reporting capabilities. List your Agency's limitations in the sending and receiving of information and reports.

Due to the sophistication of the family of companies within the Berkheimer umbrella, CREDITECH does not have any limitations on sending and receiving of information or reports.

31. Litigation Services – Approval:

Identify the lawyers who will provide litigation services. List Legal staff separately on the Attorney Nomination Form.

Kevin G. Bennett, Esquire – Delray Beach Florida Legal

Kevin Bennett graduated from the University of Florida Levin College of Law in 1992. He served as a prosecutor for approximately 2 years before entering private practice. Since that time, he has represented both plaintiffs and defendants in a wide variety of civil matters

32. Personnel Qualifications:

List the personnel which would be assigned to the City. Indicate for each, the number of years and type of debt collection experience and language capacity.

Michelle Marshall: 16 years of government collections experience Speaks Spanish

Karen Check: 16 years of government collections experience

James Pajak: 33 years of government collections experience

Deborah Jones: 15 years of government collection experience

Does your firm have experience with collection of Code Liens? Yes_X_ No ___

Will your firm take the Code Liens to small claims court, etc to collect? Yes_ X__ No ___

Does your firm have the resource capability to conduct a minimum of twenty-five (25) advanced asset searches? Yes_ X__ No ___

Does your firm have the ability to collect in all fifty (50) states, US Territory(s) and Common Wealth(s), Canada? Yes_ X__ No ___

33. Collection Service Fee :

f. 12.28% contingency fee or 14% add on when legal activities are not required.

g. 40% contingency fee when legal activities are required.

34. INSURANCE CERTIFICATES - Proposers are required to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

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

36. CONTRACT - Proposer agrees to comply with all requirements stated in the specifications for this SRFP.

Yes.

Cyber Liability

The Consultant shall agree to maintain Cyber Liability in limits not less than $1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response/Customer Breach Notice Expense. Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as additional insured. A waver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

Currently we do not but we are currently looking into obtaining one.

CERTIFICATION

This SRFP is submitted by: Name (print) Michelle Marshall who is an officer of the above firm duly authorized to sign Proposals and enter into Contracts. I certify that this SRFP is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting an SRFP 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 SRFP.

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

Michelle Marshall — President

1. Signature — Title

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

a. (seal)

37. **ADDENDUM ACKNOWLEDGMENT** - Proposer acknowledges that the following addenda have been received and are included in his/her Proposal:

Addendum Number	Date Issued
No Addendums	

Balance of Page Left Blank

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM
SRFP # 20160075
Debt Collection Agency Services
Proposer's Name: Creditech, Inc.

Proposer's Instructions: Complete information in box below. The City shall send form to referenced company for completion by them after City's receipt of form in Proposal. (Please print or type)

Referenced Company Name: City of Crescent City

Fax #: _____ Telephone # 386-698-2525 x226

Person to contact: Jocelyn Email: utilitybilling@crescentcity-fl.com

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. As the referenced Company, please complete the information below, sign and fax within five (5) days to 772-871-7337. Thank You!

Is your collection for Government or Private accounts?

How many years have you done business with this Agency?

What problems were encountered (claims)?

Do you turn over all collections to this Agency?

Has this Agency provided litigation services for you?

How would you rate the Proposer on a scale of low (1) to high (10) for the following?

Professionalism: _____ Litigation Services: _____
Experience/Expertise: _____ Cooperation: _____
Methodology of Collections: _____ Reliability: _____
Personnel assigned to your account: _____ Overall Satisfaction with this Agency: _____
Customer complaints on this Agency's collection tactics: _____

Would you contract with this Proposer again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM
SRFP # 20160075
Debt Collection Agency Services
Proposer's Name: Creditech, Inc.

Proposer's Instructions: Complete information in box below. The City shall send form to referenced company for completion by them after City's receipt of form in Proposal. (Please print or type)

Referenced Company Name: St. Vincent Health Erie FCU

Fax #: 814 452-7921 Telephone # 814-452-5829

Person to contact: Tonia Email: TGIDO@SVHS.ORG

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. As the referenced Company, please complete the information below, sign and fax within five (5) days to 772-871-7337. Thank You!

Is your collection for Government or Private accounts?

How many years have you done business with this Agency?

What problems were encountered (claims)?

Do you turn over all collections to this Agency?

Has this Agency provided litigation services for you?

How would you rate the Proposer on a scale of low (1) to high (10) for the following?

Professionalism: _____ Litigation Services: _____
Experience/Expertise: _____ Cooperation: _____
Methodology of Collections: _____ Reliability: _____
Personnel assigned to your account: _____ Overall Satisfaction with this Agency: _____
Customer complaints on this Agency's collection tactics: _____

Would you contract with this Proposer again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM
SRFP # 20160075
Debt Collection Agency Services
Proposer's Name: Creditech, Inc.

Proposer's Instructions: Complete information in box below. The City shall send form to referenced company for completion by them after City's receipt of form in Proposal. (Please print or type)

Referenced Company Name: Hellertown Borough/ North Hampton Co.

Fax #: 610 838-0500 Telephone # 610-838-7041 x101

Person to contact: Tanya Email: Tstanetz@hellertownborugh.org

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. As the referenced Company, please complete the information below, sign and fax within five (5) days to 772-871-7337. Thank You!

Is your collection for Government or Private accounts?

How many years have you done business with this Agency?

What problems were encountered (claims)?

Do you turn over all collections to this Agency?

Has this Agency provided litigation services for you?

How would you rate the Proposer on a scale of low (1) to high (10) for the following?

Professionalism: _____ Litigation Services: _____
Experience/Expertise: _____ Cooperation: _____
Methodology of Collections: _____ Reliability: _____
Personnel assigned to your account: _____ Overall Satisfaction with this Agency: _____
Customer complaints on this Agency's collection tactics: _____

Would you contract with this Proposer again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

HABERKH-01 ABREEDING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2016

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
The Loomis Company P&C Division
850 N Park Road
Wyomissing, PA 19610

CONTACT NAME: Amy Breeding
PHONE (A/C, No, Ext): (610) 374-4040 FAX (A/C, No): (610) 376-1049
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Travelers Casualty & Surety Co	19038
INSURER C : Zenith Insurance Company	13269
INSURER D : Travelers Casualty & Surety Co of America	31194
INSURER E :	
INSURER F :	

INSURED
Creditech, Inc.
80th NE 4th Avenue
Suite 20
Delray Beach, FL 33483

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			TB2Z51291225025	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	$	3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	3,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			AS2Z51291225015	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB / X OCCUR			ZUP71M1446115NF	10/01/2015	10/01/2016	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED / X RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			M1009507	10/01/2015	10/01/2016	X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Employee Dishonesty			105513541	10/01/2015	10/01/2016	25K Retention		5,000,000
D	D&O/EPL			105513541	10/01/2015	10/01/2016	25K Retention		1,000,000

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

CERTIFICATE HOLDER

Reference - Delray

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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LEGAL SERVICES ATTORNEY NOMINATION FORM

Debt Collection Agency Name:
As part of this SRFP, the Debt Collection Agency must identify the person, persons or firm that will serve as legal counsel(s) for the Authorized Collection Agency for debt collection legal services in the event the using department determines that legal services will be included as part of the Debt Collection Services under this SRFP. Said legal counsel(s) may be a staff person of the Authorized Collection Agency or a subcontractor to said agency. The City of Port St. Lucie Attorney's Office, shall have the right to review the information contained in the Legal Services Attorney Nomination Form and shall have the sole discretion to approve /disapprove. The City of Port St. Lucie Attorney's Office may conduct whatever investigation or background checks, including reference checks as deemed necessary. Authorized Legal Services will be subject to supervision by the City of Port St. Lucie's Attorney Office or the using departments authorized representative. The City of Port St. Lucie Attorney's Office shall not unreasonably withhold approval of a proposed legal service representative, but any failure by the above to approve a nominated legal service person, persons or firm, shall not relieve an Authorized Collection Agency from full compliance with this SRFP and subsequent individual using agencies contract.

If during the course of this contract, the Authorized Collection Agency wishes to change their approved legal service designation, this form must be resubmitted to the Office of Management and Budget for re-review and approval, prior to the effective date of such change in designation.

NAME OF PROPOSED LEGAL COUNSEL: Kevin Bennett	
FIRM NAME:	
ADDRESS: 80 N E 4th Ave Ste 18, Delray Beach Fl 33483	
TELEPHONE NO.: 561-276-9343	FAX NO.: 561 276-9320
EMAIL:	

Qualifications for Appointment: Please attach resume and statement of qualifications for each attorney/Firm Nominated for potential approval.

Financial Terms: Please state the financial terms of the Debt Collection Agency's agreement relative to legal services with this SRFP (staff employee, etc.)

The following to be filled out by the City of Port St. Lucie only:

City of Port St. Lucie Attorney's Office approval: _____ Dated: _____

LEGAL SERVICES ATTORNEY NOMINATION FORM

Qualifications for Appointment:

Kevin Bennett graduated from the University of Florida's Levin College of Law in 1992. He served as a prosecutor for approximately 2 years before entering private practice. Since that time, he has represented both plaintiffs and defendants in a wide variety of civil matters.

Financial Terms:

40% contingency fee when legal activities are required.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute Section 287.087 hereby certifies that Creditech, 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 the SRFP 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 the SRFP, 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.

Michelle Marshall

Contractor's Signature

March 30th, 2016

Date

"A City for All Ages"

VENDOR CODE OF ETHICS

SRFP #20160075
Debt collection Agency Services

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

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

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

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

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

Name of Organization/Proposer Creditech, Inc.

Signature Michelle Marshall

Printed Name and Title Michelle Marshall, President

Date March 30th, 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.
Creditech, 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)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
50 N 7th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Bangor PA 18013

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
2 3 – 2 2 3 3 0 0 4

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 ▶ Henry U. Sandoff Date ▶ 10/13/2015

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.

CHECKLIST
SRFP #20160075
Debt Collection Agency Services

Name of Contractor: Creditech, Inc.

This checklist is provided to assist Contractors in the preparation of their SRFP response. Included in this checklist are important requirements that are the responsibility of each Contractor to submit with their response in order to make their SRFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Contractor to read and comply with the Sealed Request for Proposal in its entirety.

__X___ Questionnaire, pages 12-16

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

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

__X___ Each SRFP Addendum (when issued) is acknowledged.

__X___ $500.00 Surety

__X___ Current Insurance Certificate

__X___ Reference Check Forms (3)

__X___ Legal Services Attorney Form

__X___ Drug-Free Workplace Form

__X___ Vendor Code of Ethics

__X___ W-9

__X___ Checklist

THIS FORM SHOULD BE RETURNED WITH YOUR SRFP REPLY SHEET

THIS CHECK IS VOID WITHOUT A MULTICOLORED BACKGROUND, MICROPRINT SIGNATURE LINES, A TRUE WATERMARK AND VISIBLE PLUS INVISIBLE FLUORESCENT FIBERS

Lafayette Ambassador Bank

LISTENING IS JUST THE BEGINNING.

1000052208

60-213
313

CASHIER'S CHECK

CHECK DATE
March 23, 2016

AMOUNT
$500.00

PAY Five Hundred Dollars and No Cents

TO THE ORDER OF CITY OF PORT ST LUCIE

REMITTER CREDITECH INC

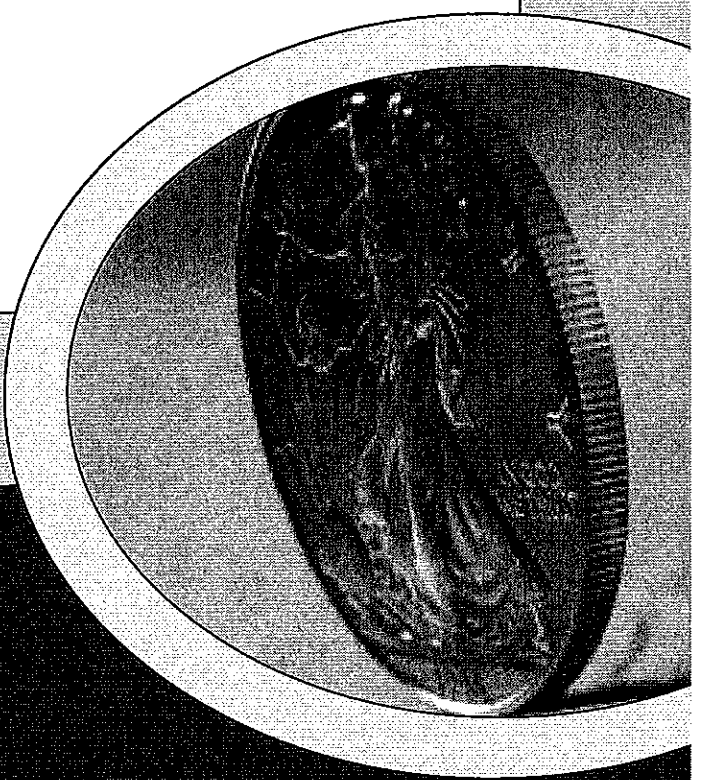
ROXANN RUTT MP

MP

⑈1000052208⑈ ⑆031302133⑆ 0069 07245⑈

CREDITECH™
Collection Solutions

Proposal for Debt Collection
March 30th, 2016
City of Port St. Lucie



Michelle Marshall, President
Creditech
50 North 7th Street
Bangor, PA 18013
www.creditech-usa.com
800.555.5695 ext. 2211
Fax: 610.588.5765

CREDITECH™
Collection Solutions

March 28th, 2016

City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

CREDITECH proposes and commits its services as a collection agency for The City of Port St. Lucie in accordance with your Request for a Proposal for Debt Collection Agency Services.

For over 30 years CREDITECH's collection services have been utilized by agencies in the health care, retail, utility and government sectors. We have been particularly successful in the government sector because we have a thorough understanding of the complexity and uniqueness this area faces. Therefore, we have developed customized strategies that yield maximum results.

This proposal will outline a wide range of standard services available to you. However, as you review this proposal please keep in mind that we are always available to discuss alternatives that would better suit your situation.

This proposal is a firm and irrevocable offer for the engagement period of no less than 120 days.

If you have any questions regarding our proposal, feel free to contact me directly at 800-555-5695 ext. 2211, mmarshall@hab-inc.com.

Michelle Marshall

Michelle Marshall, President
800.555.5695 ext. 2211

CREDITECH™
Collection Solutions

CREDITECH has reviewed your request for a proposal thoroughly and feel that we are uniquely qualified to provide collection services for The City of Port St. Lucie. In submitting this proposal, we acknowledge and agree to the terms set forth in the scope of service section of your request for a proposal.

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Statement of Qualifications and Experience

General Information

CREDITECH, INC.
50 North 7th Street Bangor, PA 18013
Phone: 800.555.5695 extension 2211 or 6010
Fax: 610.588.5765
http://www.creditech-usa.com

Florida Location:
CREDITECH, INC.
80 NE 4th Ave Ste 20 Delray Beach, FL 33483

Name of person to be contacted:
Operations: Karen Check, Operations Manager
Sales: Jim Pajak, Business Development Manager

Collection Hours: Mon-Thurs 8:00 to 8:00
Tues-Wed-Fri 8:00 to 4:30

CREDITECH Federal Identification Number: 23-22333004

CREDITECH is a Pennsylvania domestic business corporation organized in January 1983 and has two offices located in Bangor, Pennsylvania and Delray Beach, Florida.

CREDITECH staff received extensive training including but not limited to FDCPA Fair Debt Collection Practices, HIPPA Health Insurance Portability Accountabilty Act, FCRA Fair Credit Reporting Act, TCPA Telephone Consumer Protection Act, Debt Collection Techniques, Customer Service Etiquette and the Collection Software. In addition, CREDITECH is an active member of the ACA Association of Credit and Collection Professionals.

CREDITECH is neither a parent nor a subsidiary but it is affiliated with H.A. Berkheimer, Inc. doing business as Berkheimer Tax Administrator, and BerkOne which is are our third party provider for programming controls, firewall controls, PCI compliance, etc. and is SOC II compliant.

Business Highlights

CREDITECH is affiliated with H. A. Berkheimer, Inc., whose Berkheimer Tax Administrator division has been in the collection of municipal fees and taxes for over 80 years. In 2013, Berkheimer collected and disbursed over 1.8 billion dollars in Local Government revenues and fees.

CREDITECH employees have spent the last three decades dedicating themselves to client satisfaction, flexibility and technological innovation, which enables our clients to focus on their core compentencies while reducing costs. We believe that nothing of superior caliber is possible without a commitment to excellence and teamwork. As members of the American Collector Association, we are committed to follow federally regulated guidelines that govern consumers' rights and collectors' responsibilities.

CREDITECH is backed by the same sophisticated data processing system utilized by all Berkheimer Companies that allows us to continually maintain mail, telephone and personal contact with you and your delinquents. You can be assured that our systems and professional staff members will provide a timely solution to your accounts receivable problems in a manner in which we can be mutually proud.

We currently utilize the Columbia Ultimate Business Systems to manage our collection activities including documentation of collector activities and consumer contact. This system is housed on redundant HP Unix servers and is part of our extensive in-house data center. All IT infrastructures are supported by our in-house technical support staff, and CUBS programmers. Additionally, our document processing operation uses state-of-the-art Xerox high-speed production, color highlight printers and Pitney Bowes Inserters to generate outbound notices, as well as IBML production scanners, and iTran remittance processing equipment, to process in-bound documents and payments.

By design, our system is inherently flexible and scalable. In our virtual environment, we simply need to add servers and bandwidth as necessary. Our policy is to add additional resources as we reach 80% of capacity. We are currently running at 40% of our current systems capability.

The security procedures and policies of our data center are reviewed as part of a SOC 1 Certification of our family of companies. Due to our 80 plus year history with handling and processing confidential taxpayer records, we place a high priority on security and confidentiality of our clients' data. Accordingly we utilize a variety of hardware and software security mechanisms and include a segregation of duties protocol to prevent unauthorized access. All files are backed-up nightly and stored at an off-site location. We have implemented an active disaster recovery plan including a comprehensive backup policy that ensures that there is no breach of privacy or data.

Our Mission

To create successful collection strategies that will expedite and increase client recoveries with the use of our skilled professional staff and superior technology. Our goal is to deploy these strategies at the lowest price point and highest satisfaction to our clients; without sacrificing accuracy, confidentiality and compliance.

Our Values

Client Satisfaction: The satisfaction of our clients is crucial to the future development of our organization. Our goal is not only to meet the expectations of our clients, but to exceed them, which lends to our success.

Integrity: CREDITECH is not only responsible for being compliant with all state and federal laws, but is responsible for making sure the consumers and our clients are treated with the utmost respect.

Innovation and Improvement: Our company will continue to think innovatively enabling us to provide the best service available in this ever-changing business world.

Teamwork and Accountability: To maintain strength in our organization, we will work together as a unified team. Team members will be accountable for individual performance standards, ensuring superior quality of work at all times.

Our Performance

Experience

CREDITECH has over 30 years of experience in government collection services, while the average length of service of our collector's is 15 years. Our industry experience, as well as our negotiation skills and excellent customer service are the reasons for our success. CREDITECH also understands our service to you only begins at the recovery stage. Therefore, we work diligently with you to establish a disbursement of funds schedule that will suit your needs. Our standard services can accommodate daily, weekly and/or monthly disbursements to our clients.

Services
We offer a wide range of services including but not limited to:

- Notices mailing
- Predictive dialers contacts
- Skip tracing
- Credit bureau reporting
- Online payments
- Electronic disbursement and reporting
- Secure file transfers
- 24/7 credit card, debit card, ACH withdraws and online payment service
- Training in FDCPA. HIPPA, FCRA, TCPA
- Water termination process
- In-house Attorney and services

With the exception of litigation, all of these services are all inclusive in this proposal request. If there is a specific need that is not outlined, please don't hesitate to contact us. We will be happy to discuss your needs and provide a customized solution.

Technology
CREDITECH's core departments are comprised of Support Management, Collections, Compliance, and Sales and Client Services. In addition to these departments ,we also work closely with our affiliate company to provide a number of in-house technologies such as Remittance Processing , Scanning and Imaging, Columbia Ultimate In-house Programming , In-house Form Design, Agency Accounting Services, On-site Legal Counsel and Internal Auditing.

Security
System security is enforced at multiple levels. The web interfaces use 168 bit Secure Socket Layer (SSL). We use a secure Application Server with a RSA Certified Encryption Engine. There are packet filtering routers at Internet connection point. There is an IDS (Intrusion Detection System) after the packet filtering routers. There are two layers of firewalls with highly restrictive access rules after the IDS. The Server Operating System environment has been hardened to limit unnecessary protocols and services. Functionality is logically segregated over multiple servers. There is strong authentication at the Application Server level, at the Database Server level, and at the Application level. Passwords are always stored in the encrypted form. Web page level encrypted authentication tokens are renewed with every page. The architecture uses session level authentication token with automated expiration. There is Role and Object level privilege based restriction at the Database level as well as the Application level. Access to data can be further restricted to Organization/Locations for a Customer. System and user security administrations are carried out by separate functions. Security access requires VP level or above authorization and is separately audited by IT prior to activation. Transfer/termination processes include access change/termination steps

In the event of a business disruption related to the Data Center, Image Processing, Finance Department or Mail Processing Center, management has established policies, procedures and responsibilities through a comprehensive Business Recovery Plan (BRP). The BRP is an evolving document based on technology, telecommunication, operation and environment changes. BRP changes are approved and distributed as they are made ready. Our vendors of mission critical equipment have been taken into consideration in the development of the plan. Management maintains the plan in a ready status at all times, and annually conducts a review of the plan. Management weighs the economic and business factors versus the risk potential of an event when determining the level of contingency backup facilities.

People

Regardless of our advancements in technology, controls and benchmarking, our success would not be possible without our knowledgeable team who understands the challenges of debt collection. Our team listens and understands consumer's challenges and in a collaborative approach help define payment arrangements that are manageable; thus increasing commitment and yielding higher recoveries to our clients. Our strategies employ a "real world" approach and are built based on our client's needs, the economic climate, innovative payment options, flexibility and customer service. We measure our effectiveness by the increase in your recoveries

Communication

At CREDITECH, we truly believe that Communication is an integral part of our business. It is imperative to establish a strong communication channel between CREDITECH, the consumers and our clients to ensure our functionality as a trusted business advisor. Our open communication ensures that you are kept informed regarding your portfolio of consumers as well as a clear understanding for us regarding any obstacles you may have encountered previously. With this knowledge, we can collaboratively tailor a strategy that will maximize your collection results.

To ensure a proper level of communication, we will designate one member of our support staff as well as our Business Development Manager specifically to your account. In addition to dedicated staff, you can contact anyone within our company with your questions or concerns throughout the collection process.

Beyond our extensive standard report library, our system has a robust ad hoc reporting capability. All client reporting requests would be made to our Client Services Department. These dedicated support professionals are capable of generating any reporting that you may need.

At CREDITECH, we can offer specified timelines of the collection process and are readily available to provide business reviews in which we can discuss progress of collections as well as development of collection strategies to ensure we are effectively assisting you in reaching your financial goals.

Additional Services

CREDITECH's performance proven collection system has historically been able to streamline and upgrade collections. At CREDITECH, your success is our success. We have the ability to balance technological capabilities with top-notch customer service to create a tailor-made collection solution which will adapt to your situation. CREDITECH has spent decades becoming synonymous with innovative and intelligent financial engineering. The integrity of our collection and administration of everything from Utility, Medical, EMS, parking fines and Commercial debt to State and Local government taxes is a result of a single-minded dedication to technical excellence that explains, in great measure, our dynamic success.

With that said, the most powerful equipment in the world can in no way substitute for personal service. At CREDITECH, we believe that nothing of superior caliber is possible without a commitment to excellence and teamwork. It is the power of our team that separates us from many other service bureaus and collection agencies. Our team and technical excellence contribute to the design of programs to produce and ensure more dollars with better support services such as:

State of the art data processing equipment backed by a knowledgeable in-house staff. Reporting to you can be configured in any way your operations demand. We mold our system to the way YOU work.

Graphic arts equipment second to none. Skilled designers and professionals experienced and able to respond to the meticulous demands of even our most complex clients. We are able to produce notifications that comply with the rigors of State and Federal law, yet get the attention of your consumers.

In-house mailing service. We do not subcontract mailing services. Our large printing and mailing operation ensures total control of all mail. This assures you of prompt, accurate consumer notification.

Sophisticated voice equipment. Both incoming and outgoing calls can be electronically and automatically handled. We use incoming Automated Attendant features to ensure that your consumers are handled quickly when they call us. Text-to-speech processors and auto-dialers help our collection staff make outgoing calls in high volume to ensure that your consumers are contacted as soon after submission as possible.

Custom Notifications. You have the option of modifying any of our collection series by adding consumer notifications you specify. We realize that every application is different, so we've made our system adaptable to fit your business or profession.

Virtual Collectors. We utilize the power of the web and real time decision making technology to present consumers with payment options in resolving their outstanding debts. Our virtual collectors accept payments, negotiates for suitable payment plans and collects information.

The benefits of the virtual collector are:

- Increase of on line payments
- Reduces payment processing time, increases cash flow to our clients
- Can accept payments 24/7
- Offers consumers an option to resolve their debts without speaking to a live collector
- Accepts payment in full via credit card or ACH
- Payment plans may be created within the guidelines predefined by us
- Gathers information to aid in future collectability by updating addresses and phone numbers

http://www.CREDITECH-usa.com/content/onlinebillpayments.htm

Credit Reporting. At your option, information on accounts that remain uncollected after initial efforts can be submitted to any number of credit reporting agencies. We can electronically submit accounts to all the major vendors.

A complete Legal Department including an on-staff attorney. The tenor of today's times demands solutions to complicated problems. Our attorneys are skilled in the ramifications of the Federal Fair Debt Collection Practices Act and laws applicable to local states. Our attorney is a member of The Members' Attorney Program (MAP) of ACA International. MAP was created to enable attorneys who practice in the credit and collection arena to better represent their clients through a number of resources designed to assist them in their practices. MAP helps both veteran and new attorneys in the credit and collection industry learn about the business and continue to stay informed about pertinent compliance.

Skip Tracing. Our database is perpetually in a state of flux since information is edited on daily basis. We are tied to two national databases that give us instantaneous access to information about your consumers. A few of the capabilities we employ in tracking a consumer include retrieving phone numbers, contacting nearby individuals and utilizing a national search.

A sophisticated set of internal controls ensures that collections are accounted for with to-the-penny accuracy. Audit trails are properly maintained to GAAP standards.

No placement fee. No gimmicks. We get paid for actual collection results and nothing more.

If we don't produce, you owe us nothing!

MICHELLE MARSHALL, President
mmarshall@hab-inc.com - 800 360-8989 x2211 - Bangor, PA
Michelle has 16 years experience working closely with local government collections. Michelle worked for CREDITECH's affiliate company, Berkheimer Tax Administrator, since 1998. During her time there, she assumed the following positions: Customer Care Representative, Technical Representative, Earned Income Tax Manager, Director of Operations and in 2004, she became Vice President. These positions have allowed her to work closely in the development, implementation and recoveries for both current and delinquent collections. Michelle began working with CREDITECH in 2008 and has worked closely with the Collection, Support and Compliance teams. Michelle possesses a well rounded knowledge of FDCPA, FCRA, HIPAA and all related collection activities. Her ability to analyze and bring logic to problem solving and human resource matters coupled by her experience in front line operations and strategic planning makes her uniquely qualified.

KAREN CHECK, CREDITECH Operations Manager
kcheck@hab-inc.com - 800 360-8989 x6395 - Bangor, PA
Karen is our central contact person responsible for updating and maintaining current account information regarding collection efforts. Karen has been with CREDITECH since 2000 and is a member of our Compliance Team. Her background includes an education in Accounting Finance and a knowledge of FDCPA and FCRA regulations. Karen can be contacted between the hours of 8:00am and 4:30pm Monday through Friday and will respond to any contact within 24 hours.

JAMES PAJAK, Business Development Manager
jpajak@hab-inc.com - 800-360-8989 x 6010 - Youngwood, PA
Jim is a 30 year veteran of current and delinquent government industry collection. Jim has exten¬sive experience and involvement in all aspects of billing and collection process spanning from local taxes to sewage, garbage, real estate, various nuisance taxes and municipal liens. Jim has a well rounded knowledge of FDCPA and all collection activities. Additionally Jim's responsibilities also include client relations, ensuring all established recovery goals are achieved, providing guidance, developing viable solutions to address client concerns and, making recommendations to executive management on process to improve collection productivity.

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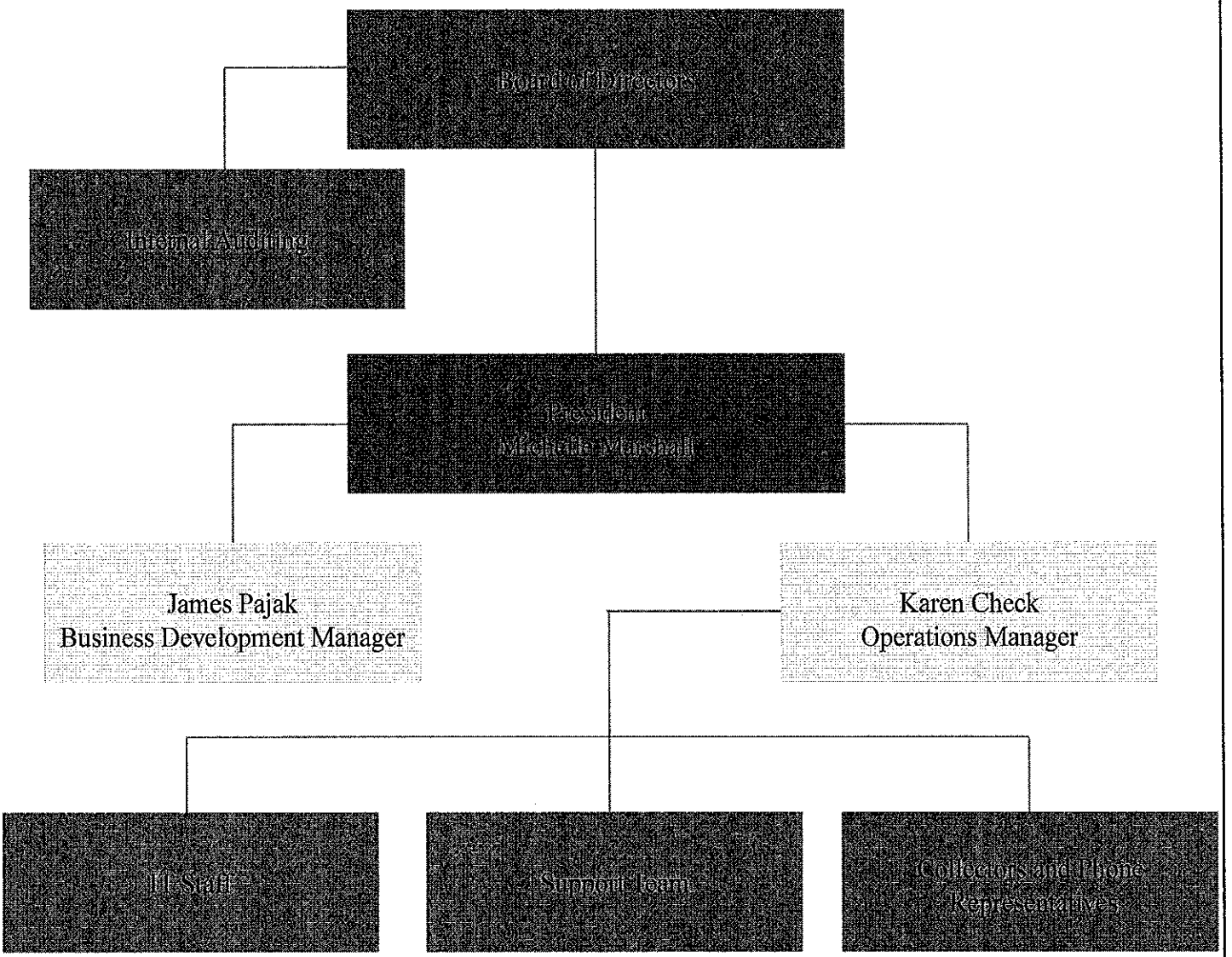

Technical Proposal

The Life of a Collection Account

Once a contract is awarded, a support manager works with you and a member of our technical team to review the available data records and to ensure that the submissions of accounts are in an optimal format. The goal is to electronically load them into the system as quickly and as accurately as possible. Due to the sophistication of the network of companies within the Berkheimer umbrella, CREDITECH does not have any limitations on sending and receiving of information or reports. Capabilities include FTP, e-mail, client data site and others. Our technical staff will work with you to make the transition of placing your accounts with us as effortless as possible.

Once an account is assigned to us and entered into the Columbia Ultimate Business System, (CUBS) it is electronically compared to the a national database to verify or update the address to the most current one available. The account also goes through a phone check to ensure we have the most current phone number.

Accounts are Scored

Accounts are scored and ranked utilizing a combination and industry standard and custom algorithms. This methodology allows us to classify accounts into Tier-based probability of payment and contact ability. At any time during the collection process.

We can also customize to your needs and we will work with you to find a solution.

Skiptracing

In the debt collection business, it is essential to have several skip tracing tools available to assist in the collection of delinquencies. Accounts in the CREDITECH collection process are electronically compared to a variety of skip tracing databases in attempt to verify and identify a current address and phone number.

At anytime during the collection process, it may be determined that the phone number is incorrect or disconnected or that an address is incorrect. We are tied to national databases that give us instantaneous access and updates so nformation is edited on a daily basis.

Along with automated skip tracing, collectors also have many manual skip tracing resources available. CREDITECH uses several vendors to obtain information. Listed below are some of the resources that we utilize:

- National Change of Address (NCOA)
- Driver License Records
- Vehicle Records
- Directory Assistance
- County Records
- Asset reports

Letters
CREDITECH and the CITY shall review and approve all collection letters prior to AGENCY's use of such form in collecting the CITY's delinquent accounts.

The first letter sent is a validation notice. All consumers are given the right to dispute the debt After this first notice, a second notice is sent requesting payment within 48 hours.

Next, a credit reporting letter is sent. This is of course, if our client opts for credit reporting of their accounts,which our agency highly recommends.

Additional follow-up letters in the notice series will be sent according to the parameters established when the account was loaded into the system and based on the actions of the collector. Various notices are sent by collectors throughout the collection process as deemed necessary while the account is on their "desk".

All of our letters are reviewed by our attorney to ensure they meet the standards for all laws, insurance purposes, and recommendation of the American Collectors Association.

Credit Reporting
Credit reporting is offered by CREDITECH as an option, to aid in the collection of delinquent accounts. Accounts with a balance of $50.00 or higher are reported to up to all 3 major credit agencies.

CREDITECH works an account for ninety (90) days prior to reporting the debt to the Credit Bureaus. During the 90 day period, the consumer is told by mail and by phone (if phone contact is possible), that the account will be reported to the Credit Bureau and will be part of their record. If successful phone contact is made, the collector will attempt to establish an acceptable payment plan, and can hold the account from being reported.

If the credit reporting option is chosen, all delinquent accounts must be reported. You may however contact our office to request an account to be placed on hold. Once the hold is placed, the account will not report it to the credit bureaus. In the event that the hold is re- moved the account can be rescheduled to credit report. **There is no extra charge for credit reporting.**

Bankruptcies
CREDITECH has established a Standard Operating Procedure. Employees are reminded the first of each month to review the bankruptcy policies.

Our Policy is, if the word "BANKRUPTCY " is mentioned, whether verbal or written, it is a word of action with our company. Employees are required to stop collection immediately and to take the appropriate actions as required by the policy.

Employee will try to acquire as much information as possible. A copy of the bankruptcy petition along with Attorney information is requested. Additional questions may be asked, such as; a filing date, what chapter and what parties are covered under the bankruptcy. Our office clerk will verify through the Pacer Database if a copy of the bankruptcy petition is not received.

All follow-up on the bankruptcy is done either through the attorney or the Pacer Database. Accounts pending bankruptcy will remain in a bankruptcy status unless they are discharged or dismissed. If discharged, the account will be cancelled off our system and our client will be notified. If dismissed, we can continue collection.

A client has the option to be notified of a bankruptcy. A status report will notify our clients of accounts that have a bankruptcy status.

Legal

Legal action will be handled on a case by case basis after reasonable collection efforts have been exhausted. Fees and plan of action will be discussed with the client when notified that the reasonable collection effort is at the end of its lifecycle.

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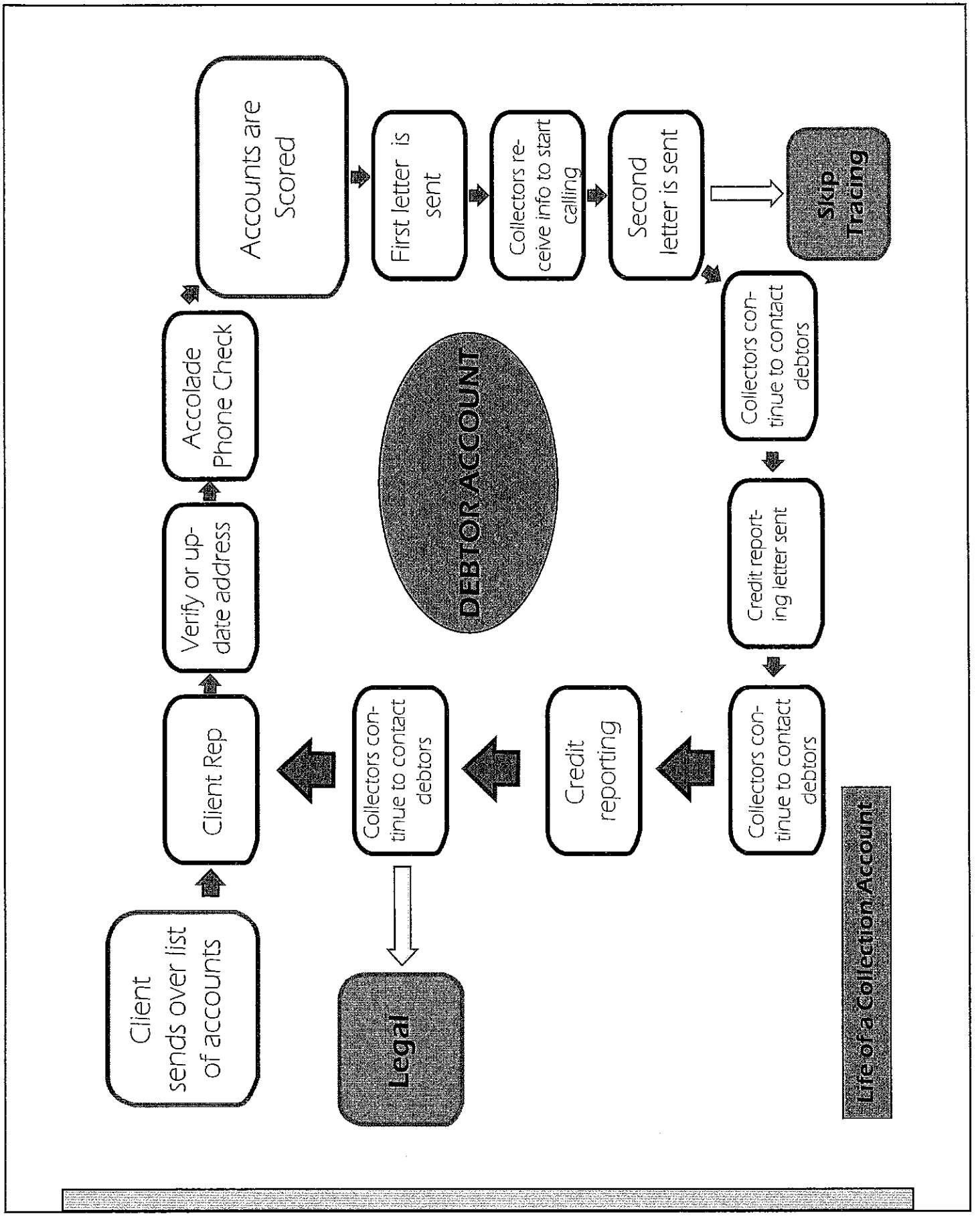

Fee Schedule

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Fee Schedule:

Legal Activities Not Required

Add-On
14%
Can be passed on to consumer if resolution is passed

Or

Contingency
*12.28%
Paid by the Client

Legal Activities Required

Contingency
*40%
Paid by the Client

See sample form "RESOLUTION" page 27 to pass on the cost to the consumer.

** Quoted contingent fee is predicated upon qualification utilizing the CREDITECH enactment. Our in-house legal department will provide necessary documentation for action by the governing body. Services and operation of governmental client collections are quoted on a not to exceed basis. Actual charges to the governmental entity are determined by ordinance or resolution and may be lower.*

Sample Forms

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SAMPLE
AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, Made and Entered into, in duplicate, this day of_____, _____ By and Between _____ hereinafter referred to as the "CLIENT," whose principal place of business is _____,_____ _____,_____ and CREDITECH, INC., a Pennsylvania Corporation with its principal office in Bangor, Northampton County, Pennsylvania, hereinafter referred to as "CREDITECH."

WITNESSETH:

WHEREAS Title 15 of the United States Code Annotated, Sections 1692 et seq., authorizes and specifies certain and particular Fair Debt Collection Practices; and

WHEREAS Title 18 of Purdon's Pennsylvania Statutes Annotated, Section 7311, and the Fair Credit Extension Uniformity Act, Title 73 of Purdon's Pennsylvania Statutes Annotated, Section 2270.1 et seq., define the parameters of lawful debt collection practices; and

WHEREAS, CLIENT has uncollected debts outstanding that it desires to have collected and liquidated; and

WHEREAS, CREDITECH, under the provisions of the above coded statutes provides the service of debt collection;

WHEREAS, CLIENT and CREDITECH have negotiated this Agreement whereby and whereunder CLIENT hires CREDITECH to collect its outstanding debts;

NOW, THEREFORE, the parties hereto, each intending to be legally bound, hereby do covenant and agree as follows:

1. CLIENT does hereby designate and employ CREDITECH as collector of accounts assigned to CREDITECH, provided that CLIENT shall only place and CREDITECH shall only responsible to attempt collection on those accounts with balances of Twenty-five Dollars ($25.00) or more.

2. CREDITECH agrees to pursue collection of said delinquent accounts through use of its automated and computerized collection system and through telephone and mail notification and communication with the debtor.

3. CLIENT grants to CREDITECH the right to act as attorney-in-fact for CLIENT relative to checks, money orders and drafts received on accounts submitted to CREDITECH.

SAMPLE

4. CLIENT agrees to notify CREDITECH of all payments made directly to CLIENT on individual accounts assigned to CREDITECH. CREDITECH is entitled to the full commission as provided by Paragraph 7, infra., on all monies recovered whether paid to CREDITECH or directly to CLIENT.

5. Any account submitted by CLIENT to CREDITECH may be withdrawn at any time for any reason. However, if at the time of such request for withdrawal payments were received on the account by either CLIENT or CREDITECH, CREDITECH is entitled to ten percent (10%) of the gross balance at the time of the request. If, at the time of such request for withdrawal, no payments were received on the account by either CLIENT or CREDITECH, no fee will be imposed.

6. The terms and provisions of this Agreement shall be binding for a period beginning _____ and ending _____. Either party may terminate this agreement at the expiration of the term hereby created, by giving to the other ninety (90) days written notice of intention to do so, but in default of such notice, this Agreement, with all conditions and covenants thereof, shall continue for the additional period of one year and so on from year to year until terminated by either party giving to the other ninety (90) days written notice of intention to terminate said agreement at the expiration of the then current term.

7. Client agrees to pay CREDITECH according to the following schedule:

a. A total commission of_____percent (_____%) ("total commission") on any collection made, regardless of the age or amount of the account. A commission of _____ percent (_____%) shall be collected from the debtor, provided that CLIENT has imposed a penalty on delinquents of this nature sufficient to encompass the commission. If no such penalty has been imposed by CLIENT, then and in such event, CLIENT shall be liable for the above referenced total commission.

b. CREDITECH shall retain its commission from sums collected on the account prior to disbursement of such collected sums to CLIENT. Where CLIENT receives payment directly on accounts assigned to CREDITECH, it shall remit to CREDITECH the commission due within fifteen (15) days of receipt of the direct payment.

c. A Fifty percent (50%) commission on any account administered by an attorney. CREDITECH will advance any costs incurred in the institution of any legal proceedings. CLIENT will be liable for any court costs advanced by CREDITECH and CREDITECH will bill CLIENT monthly for said costs. CREDITECH will endeavor to collect said costs from the debtor.

CREDITECH™
Collection Solutions

8. CREDITECH shall save harmless and indemnify CLIENT from any and all acts or omissions of CREDITECH and CLIENT shall save harmless and indemnify CREDITECH from and against any and all loss, damage or claim for collection or attempted collection arising from incorrect, illegal or improper information submitted by CLIENT to CREDITECH.

9. This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

10. This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. The provisions of this Agreement are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement this on the date set forth above.

CREDITECH, INC.
COLLECTION SERVICES

BY:_____
Michelle Marshall, President

ATTEST:
_____
Henry U. Sandt, Jr., Secretary

CLIENT:

BY:_____

ATTEST:
_____

DRAFT

RESOLUTION NO._____

WHEREAS, (name of governing body), pursuant to the provisions of the (applicable Code, i.e. Borough, Township, etc.) and other enabling acts as applicable, may prescribe fees and charges for municipal services and may prescribe penalties for late payment of said fees and charges. And

WHEREAS, (name of governing body) has delinquent SERVICE FEES it desires to have collected and

WHEREAS, CREDITECH is in the business of collecting delinquent bills.

NOW, THEREFORE, BE IT RESOLVED by _____County of _____, Commonwealth of Pennsylvania

Section One (1)

That CREDITECH shall be collector for accounts assigned to them for collection.

Section Two (2)

That all accounts placed for collection shall be charged a XX% late payment penalty.

Section Three (3)

This XX% penalty is to be kept by CREDITECH as payment for the services provided.

ADOPTED AND APPROVED this_____ day of _____, _____, at a regular public meeting.

DRAFT

HABERKH-01 ABREEDING

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2016

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
The Loomis Company P&C Division
850 N Park Road
Wyomissing, PA 19610

CONTACT NAME: Amy Breeding
PHONE (A/C, No, Ext): (610) 374-4040 FAX (A/C, No): (610) 376-1049
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Travelers Casualty & Surety Co	19038
INSURER C : Zenith Insurance Company	13269
INSURER D : Travelers Casualty & Surety Co of America	31194
INSURER E :	
INSURER F :	

INSURED
Creditech, Inc.
80th NE 4th Avenue
Suite 20
Delray Beach, FL 33483

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			TB2Z51291225025	10/01/2015	10/01/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			AS2Z51291225015	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP71M1446115NF	10/01/2015	10/01/2016	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	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		M1009507	10/01/2015	10/01/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Employee Dishonesty			105513541	10/01/2015	10/01/2016	25K Retention	5,000,000
D	D&O/EPL			105513541	10/01/2015	10/01/2016	25K Retention	1,000,000

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

CERTIFICATE HOLDER

Reference - Delray

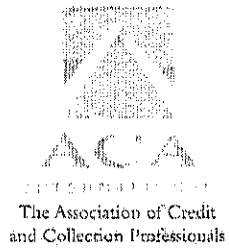
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



Certificate of Membership 2016

Creditech, Inc.

Bangor, Pennsylvania
Member Number: 0032204

has pledged to uphold and abide by the Code of Conduct of ACA International, the world's largest organization of accounts receivable management companies, and is hereby entitled to the rights and privileges of membership as provided in the Bylaws of ACA International, the Association of Credit and Collection Professionals.

State of Florida
Department of State

I certify from the records of this office that CREDITECH OF SOUTH FLORIDA, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on October 31, 1995.

The document number of this corporation is F95000005358.

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 March 31, 2015,, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirty-first day of March, 2015

Ken Detzner

Secretary of State

Tracking Number: CC7669397076

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CREDITECH™
Collection Solutions

Client Inventory Report

CREDITECH
POST OFFICE BOX 99
BANGOR, PA 18013-0099

CLIENT INVENTORY 02:33pm 06-03-14

TEST CLIENT
PO BOX 31257

KISSIMMEE, FL 34741

CLIENT: 500INS

DEBTOR #	DEBTOR NAME	CLI-REF #	INT-OWE	PN-ASGN	PRN-COLL	BALANCE	LST-PAY	STS
2985046	DAISY TEST	34981	0.00	70.09	0.00	70.09		CEX
2985050	DEBTOR 10	344565	0.00	57.00	0.00	57.00		CEX
2985045	DONALD TEST	35874	0.00	47.14	0.00	47.14		CEX
2985041	GEORGE TEST	1247	0.00	125.00	0.00	125.00		CEX
2985049	JAMES TEST	35651	0.00	107.00	0.00	107.00		CEX
2985038	JANE TEST	45879	0.00	540.00	0.00	540.00	12-17-09	CEX
2985040	JOE TEST	65488	0.00	32.00	0.00	32.00	12-17-09	CEX
2985044	MINNIE TEST	35584	0.00	103.00	0.00	103.00		CEX
2985047	SUSAN TEST	38684	0.00	35.00	0.00	35.00		CEX
2985042	TINA TEST	31587	0.00	311.00	0.00	311.00		CEX

ACCOUNTS LISTED	10	NET ASSIGNED	1,427.23	TOTAL CANCELLED	0.00
TOTAL ASSIGNED	1,427.23	TOTAL BALANCE	1,427.23	TOTAL COLLECTED	0.00

****

PLEASE CHECK THESE ACCOUNTS WITH YOUR RECORDS. REPORT ANY DISCREPENCIES TO OUR OFFICE.

****

CREDITECH™
Collection Solutions

CREDITECH™
Collection Solutions

Acknowledgement Letter

CREDITECH
POST OFFICE BOX 99
BANGOR, PA 18013-0099

DATE: 06-03-14

CLIENT NO. 500INS

TEST CLIENT
PO BOX 31257
KISSIMMEE, FL 34741

We are pleased to acknowledge the accounts listed below which have been assigned to this office for collection.
To limit the possibility of confusion please report all payments directly to this office.

ACCOUNT NAME	ACCOUNT NUMBER	LAST ACTIVITY	AMOUNT
DEBTOR 1		02-12-14	100.00
DEBTOR 2		01-20-14	50.00
DEBTOR 3		03-18-14	150.00

TOTAL NUMBER OF ACCOUNTS ASSIGNED: 3
TOTAL DOLLAR AMOUNT ASSIGNED: $300.00

Sincerely,

CREDITECH
610-588-2338 EXT 6395

CREDITECH™
Collection Solutions

CREDITECH™
Collection Solutions

Cancellation Report

CREDITECH
POST OFFICE BOX 99
BANGOR, PA 18013-0099

DATE: 06-03-14

CLIENT NO. 500INS

TEST CLIENT
PO BOX 31257
KISSIMMEE, FL 34741

The following debtors assigned by you to this agency have been removed from active collection processes. Please notify us immediately if the action was taken in error. Thank you for the opportunity to be of service to you.

ACCOUNT NAME	ASSIGNED	PRINCIPAL	CAN. AMT.	ACCOUNT NUMBER
DEBTOR 1	03 JUN 14	100.00	100.00	
ACCOUNT CANCELLED BY CLIENT REQUEST.				
DEBTOR 2	03 JUN 14	50.00	50.00	
ACCOUNT CANCELLED BY CLIENT REQUEST.				

TOTAL NUMBER OF ACCOUNTS: 2
TOTAL DOLLAR AMOUNT CANCELLED: $150.00

Sincerely,

CREDITECH
610-588-2338 EXT 6395

First Notice

CREDITECH
PO Box 99
Bangor, PA 18013
Phone: 866-300-1721
Fax: 610-588-5765

Office Hours:
Mon & Thurs 8:00am to 8:00pm (EST)
Tues, Wed, Fri 8:00am to 4:30pm (EST)

Account Information	
Original Creditor Test Client	
File Number 1234567	Amount $100.00
Date of Service 1-1-11	Client Reference # 1111111
Service Location 123 Main St	

January 25, 2012

John Smith
123 Main St
Anywhere, US 00000

Re: (service description)

The above reference creditor has referred your account to Creditech for collection of an outstanding debt. If failure to pay this was due to an oversight, please remit the appropriate amount listed above or contact this office in order to resolve this matter and avoid further collection efforts.

Any returned check or electronic check (ACH) payment will be assessed a fee of $29.00 per payment. A 3% processing fee applies to all credit and debit card payments.

PAYMENT OPTIONS		
Payments By Internet	Payments By Phone	Payments By Mail
www.creditech-usa.com/payments	Please Call 866-300-1721 Visa & MasterCard Debit Card Check By Phone	Personal Check Money Order Mail to: PO Box 99 Bangor PA 18013

This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days of receiving this notice, this office will obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. If you request from this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This letter is from a debt collection agency.

Please Detach and Return Bottom Portion With Your Payment

1234567 $100.00
John Smith
123 Main St
Anywhere, US 00000

Make check or money order payable to:

CREDITECH
PO BOX 99
BANGOR, PA 18013-0099

I authorize Creditech to contact me in the follow manner(s):

- ☐ Email : _____
- ☐ Phone: _____

By authorizing communications in the above manner, I understand that Creditech is not responsible for messages from Creditech disclosed to, heard or otherwise retrieved or read by unauthorized third parties.

_____
Signature

Second Notice

CREDITECH
PO Box 99
Bangor, PA 18013
Phone: 866-300-1721
Fax: 610-588-5765

Office Hours:
Mon & Thurs 8:00am to 8:00pm (EST)
Tues, Wed, Fri 8:00am to 4:30pm (EST)

Account Information	
Original Creditor Test Client	
File Number 1234567	Amount $100.00
Date of Service 1-1-11	Client Reference # 1111111

January 25, 2012

John Smith
123 Main St
Anywhere, US 00000

We have made several attempts to contact you regarding the above referenced account. Your account is now seriously past due with no current payment arrangements in place to resolve this debt.

The creditor may at any time after 48 hours take collection efforts as necessary and appropriate to secure payment in full.

Any returned check or electronic check (ACH) payment will be assessed a fee of $29.00 per payment. A 3% processing fee applies to all credit and debit card payments.

PAYMENT OPTIONS		
Payments By Internet	Payments By Phone	Payments By Mail
www.creditech-usa.com/payments	Please Call 866-300-1721 Visa & MasterCard Debit Card Check By Phone	Personal Check Money Order Mail to: PO Box 99 Bangor PA 18013

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This letter is from a debt collection agency.

Please Detach and Return Bottom Portion With Your Payment

1234567 $100.00
John Smith
123 Main St
Anywhere, US 00000

Make check or money order payable to:

CREDITECH
PO BOX 99
BANGOR, PA 18013-0099

I authorize Creditech to contact me in the follow manner(s):

- ☐ Email : _____
- ☐ Phone: _____

By authorizing communications in the above manner, I understand that Creditech is not responsible for messages from Creditech disclosed to, heard or otherwise retrieved or read by unauthorized third parties.

_____
Signature

Credit Notice

CREDITECH
PO Box 99
Bangor, PA 18013
Phone: 866-300-1721
Fax: 610-588-5765

Office Hours:
Mon & Thurs 8:00am to 8:00pm (EST)
Tues, Wed, Fri 8:00am to 4:30pm (EST)

Account Information	
Original Creditor Test Client	
File Number 1234567	Amount $100.00
Date of Service 1-1-11	Client Reference # 1111111

January 25, 2012

John Smith
123 Main St
Anywhere, US 00000

All past efforts to resolve your delinquent account have been exhausted.

Payment arrangements must be made immediately to avoid reporting to your local credit bureau.

Contact our office immediately if you would like to avoid this action.

Any returned check or electronic check (ACH) payment will be assessed a fee of $29.00 per payment. A 3% processing fee applies to all credit and debit card payments.

PAYMENT OPTIONS		
Payments By Internet	Payments By Phone	Payments By Mail
www.creditech-usa.com/payments	Please Call 866-300-1721 Visa & MasterCard Debit Card Check By Phone	Personal Check Money Order Mail to: PO Box 99 Bangor PA 18013

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This letter is from a debt collection agency.

Please Detach and Return Bottom Portion With Your Payment

1234567 $100.00
John Smith
123 Main St
Anywhere, US 00000

Make check or money order payable to:

CREDITECH
PO BOX 99
BANGOR, PA 18013-0099

I authorize Creditech to contact me in the follow manner(s):

- ☐ Email : _____
- ☐ Phone: _____

By authorizing communications in the above manner, I understand that Creditech is not responsible for messages from Creditech disclosed to, heard or otherwise retrieved or read by unauthorized third parties.

_____
Signature

CREDITECH
PO Box 99
Bangor, PA 18013
Phone: 866-300-1721
Fax: 610-588-5765

Office Hours:
Mon & Thurs 8:00am to 8:00pm (EST)
Tues, Wed, Fri 8:00am to 4:30pm (EST)

Account Information	
Original Creditor Test Client	
File Number 1234567	Amount $100.00*
Lien Date 1-1-11	Client Reference # 1111111
Service Location 123 Main St	

*additional fees/interest may apply

January 25, 2012

John Smith
123 Main St
Anywhere, US 00000

Re: Delinquent Code Liens

The above reference creditor has referred your account to Creditech for collection of an outstanding debt. If failure to pay this was due to an oversight, please contact our office for a payoff amount as additional fees/interest may accrue. Additional information regarding the account may be obtained by contacting Charlie Proulx at 772-871-5201 or cproulx@cityofpsl.com.

Payments may be sent directly to Creditech at PO Box 99, Bangor PA 18013 or by phone at 866-300-1721.
Creditech accepts Visa, MasterCard or check by phone as well.

Any returned check or electronic check (ACH) payment will be assessed a fee of $29.00 per payment. A 3% processing fee applies to all credit and debit card payments.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Please Detach and Return Bottom Portion With Your Payment

1234567 $100.00
John Smith
123 Main St
Anywhere, US 00000

Make check or money order payable to:

CREDITECH
PO BOX 99
BANGOR, PA 18013-0099

I authorize Creditech to contact me in the follow manner(s):

- ☐ Email : _____
- ☐ Phone: _____

By authorizing communications in the above manner, I understand that Creditech is not responsible for messages from Creditech disclosed to, heard or otherwise retrieved or read by unauthorized third parties.

_____
Signature

CREDITECH
PO Box 99
Bangor, PA 18013
Phone: 866-300-1721
Fax: 610-588-5765

Office Hours:
Mon & Thurs 8:00am to 8:00pm (EST)
Tues, Wed, Fri 8:00am to 4:30pm (EST)

Account Information	
Original Creditor Test Client	
File Number 1234567	Amount $100.00*
Lien Date 1-1-11	Client Reference # 1111111
Service Location 123 Main St	

*additional fees/interest may apply

January 25, 2012

John Smith
123 Main St
Anywhere, US 00000

Re: Delinquent Code Liens

All past efforts to resolve your delinquent account have been exhausted.

Payment arrangements must be made immediately to avoid reporting to your local credit bureau.

Contact our office immediately if you would like to avoid this action.

Any returned check or electronic check (ACH) payment will be assessed a fee of $29.00 per payment. A 3% processing fee applies to all credit and debit card payments.

Additional information regarding the account may be obtained by contacting Charlie Proulx at 772-871-5201 or cproulx@cityofpsl.com.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Please Detach and Return Bottom Portion With Your Payment

1234567 $100.00
John Smith
123 Main St
Anywhere, US 00000

Make check or money order payable to:

CREDITECH
PO BOX 99
BANGOR, PA 18013-0099

I authorize Creditech to contact me in the follow manner(s):

- ☐ Email : _____
- ☐ Phone: _____

By authorizing communications in the above manner, I understand that Creditech is not responsible for messages from Creditech disclosed to, heard or otherwise retrieved or read by unauthorized third parties.

_____
Signature

CITYOF PORT ST. LUCIE

SRFP #20160075

SEALED REQUEST FOR PROPOSAL
DEBT COLLECTION AGENCY SERVICES

Prepared By:
Cheryl Shanaberger, MPA CPPO
Director
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390

SEALED REQUEST FOR PROPOSAL

SRFP #20160075 for Debt Collection Agency Services will be received by the Procurement Management Department (PMD) of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than March 30, 2016 at 2:00:00 p.m. Scope of Work is included.

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

The accepted Bidder's security will be retained until execution of the Contract. The City will retain the remaining Bidders' 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 or PDF. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

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

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

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

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

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Shanaberger in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, or by email: cshanaberger@cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after March 20, 2016 may not be answered, and will not be cause for additional compensation. To

ensure fair consideration for all Bidder(s) must clearly understand that Ms. Shanaberger is the only individual authorized to represent the City.

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

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

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

Documents required for this E-Bid:

- ✓ E-Bid Specifications, pages 1-34
- ✓ Questionnaire #20160075, pages 12-16
- ✓ Reference Check Form
- ✓ Legal Services Attorney Form
- ✓ Drug Free Workplace Form
- ✓ Vendor Code of Ethics
- ✓ Checklist

Cheryl Shanaberger

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.

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INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities to provide debt collection services.

It is the intent of the City to establish a five (5) year contract with a collection agency to perform debt collection services for various City Departments. These services will maximize collections of delinquent accounts receivables, thereby enhancing the City of Port St. Lucie's revenues, using the most cost-effective methods and the highest professional standards. The debt collection services provided pursuant to this request shall be available for all debts owed to the City of Port St. Lucie. Outstanding receivables are currently in excess of $11.000.000.00. Debts may include fines, fees, outstanding judgments, liens, and any other type of receivable that is capable of being collected.

Estimated Annual Dollar Volume:

Specialized Debts	
Description	Estimated Annual Dollar Volume To Be Referred
Code Enforcement Liens	$8,880,676.00
Building	$ 2,764,849.00
Nuisance Abatement Liens	$ TBD
Contractor License	$ 222,488.00
Misc. Judgments or Liens	$ TBD
Performance Bonds/Developer Agreements	$ TBD
Proposer Certification Liens	$ TBD
Utilities (Water & Sewer Service)	$400,000.00

Total number of accounts available for placement now by category, including any back log is estimated at:

Code	1,500
Building	400
Contractor's License	600

Average balance of accounts by category:

Code	$8,900
Building	$6,480
Contractor's License	$350

Average age of accounts at placement by category is five (5) years.
Estimated dollars paid last year was $200,000.
Monthly number of accounts and dollar value expected to be placed:

Code	30	$150,000
Building	10	$75,000
Contractor's License	5	$1,500.00

The historical rate of return has been 20%.
The accounts held by the current vendor will not be placed with the new vendor.

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

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

1. GENERAL REQUIREMENTS

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

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

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

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160075 It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments

- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the Percentage from line 33 (a) on the E-Bid Reply Sheet #20160075 that represents the best value to the City

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

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

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

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best

and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

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

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

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160075 should be typed or printed and signed. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) PDF files. **No hard copies will be accepted.**

A. Request Bid Specifications and all Attachments, #20160075 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet and save to your hard drive, program is in Word Office 2007 Professional.

C. Complete company information on E-Bid Reply Sheet # 20160075.

D. Enter Zero for price on E-Bid Reply Sheet # 20160075 on web page.

E. Electronically sign the E-Bid Reply Sheet # 20160075 where indicated.

F. **PDF file #1**-Upload and submit in one (1) PDF file the E-Bid Reply Sheet/ Questionnaire #20160075, $500.00 Bid Surety, Insurance Certificate(s), Reference Forms, Legal Services Attorney Form, Drug Free Workplace Form, Vendor code of Ethics,W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet # 20160075. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

G. **PDF file #2**-Upload and submit in one (1) PDF file examples of demand notices, letters, forms, and telephone communication procedures and other methods that may be used for debt collection services. Include samples of the reporting, case tracking and aging systems that will be used.

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

1.8.1 Shipping Terms – N/A

1.9 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract and deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable The City will then execute the Contract. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council, has been executed by the City Manager, and a purchase order or Visa order form has been issued.

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

1.10 Subcontracting or Assigning of the Contract – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City.

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

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

1.12 Permits - The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.12.1 Permit Fees: N/A

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

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

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

2. SPECIFIC REQUIREMENTS

2.1 Samples N/A

2.2 Standard Production Items N/A

2.3 Brand Names N/A

2.4 Proposal Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than $500.00, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

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

3. ADDITIONAL INFORMATION

3.1 Performance Based Contract - The Debt Collection Services contract awarded pursuant to this Proposal will be a performance-based contingency fee Contract. For the purposes of this Proposal, payments shall be contingent upon the authorized Collection Agency's successful collection of a debt under the Debt Collection services Contract, as described in the Scope of Services Section of this SRFP. In order to provide the various Departments and Authorized Collection Agencies with the greatest flexibility to work with current practices and technology, no specific standard file formats, media, processing requirements or reporting requirements have been identified for the Departments to use for transmitting files or for Authorized Collection Agencies to use when processing debts and submitting required reports, etc. It is intended that a Department's management contact person will handle referrals, payments, updates, and cancellations with each Authorized Collection Agency. The Department's management contact person will be responsible for explaining the type of debt owed and coordinating with the Authorized Collection Agency whether or not different letters or procedures are required for different types of debts owed. The City Attorney and/or his designee reserves the right to identify standard formats for file formats, media, processing requirements, letters or reporting requirements for either Departments or Authorized Collection Agencies.

3.2 Assignment and Recalling of Accounts: The City reserves the right to assign and recall any assigned account, judgment, debt or lien referred to the Authorized Collection Agency without penalty/expense.

3.3 Litigation Services – Approval: As part of this solicitation, potential Proposers must identify the lawyers who will provide litigation services. A Collection Agency's lawyer(s) must be approved by the City of Port St. Lucie prior to any litigation services being provided. Awards for Debt Collection

Services will be subject to the review and approval of a Proposer's legal staff by the City Attorney and/or his designee. After award of contract, no changes of legal staff will be allowed with out the City's review and approval. All litigation must be approved by the City Council. Collection Agency's legal staff must be listed separately on the Attorney Nomination Form.

3.4 Sample Forms All forms must be approved by the City Attorney and/or his designee prior to use, including any new forms to be put into use or amendments to pre-approved forms. No other forms are authorized for use by the Debt Collection Agency under this SRFP.

3.5. Theft and Fraud Fidelity Bond - The selected Bidder shall furnish, to the City, an Employee Theft and Fraud Fidelity Bond in the amount of $10,000.00, prior to the commencement of work, and shall keep in full force and effect during the entire term of the Contract, and thereafter for a period of six (6) months or until financial obligations are satisfied, whichever comes first.

3.6 Collusion - The City reserves the right to disqualify Proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) SRFP 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) Proposal for the same work will be cause for rejection of all Proposals in which

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BID REPLY SHEET/ QUESTIONNAIRE
SRFP #-20160075
Debt Collection Agency Services

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 Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications 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.

PLEASE NOTE: THIS FORM IS NOT PROTECTED. INSERT ANSWERS IMMEDIATELY FOLLOWING EACH QUESTION. INCLUDE ANY ADDITIONAL SHEETS FOLLWING THAT QUESTION.

Dated this _____ day of _____, 2010.

_____
Legal Name of Proposer's Organization

By: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other?

   _____
   _____
   _____
   _____

2. Firm's name and main office address, telephone and fax number, e-mail of **Primary Contact**:

   _____
   _____
   _____
   _____

3. Firm's previous names (if any).

4. How many years has your organization been in business as a Debt Collection Agency? _____

5. What is the location of the office that will be performing this Contract?_____ How long at this location?

6. Is firm a minority business?

7. Does firm have a drug-free workplace program?

8. If no, is your company planning to implement such a program?

9. How many employees do you have in the Treasure Coast area?

10. Is your firm claiming Local Preference under City ordinance 35.12?

11. Status of Contracts on hand.

12. Describe your experience with Government clients.

13. What best differentiates your company from your competitors?

14. Please provide Three (3) references that are similar to our City in terms of scope of services requested and size. (Please use the attached Reference Check Form- Make 3 copies).

15. **Debt Collection Procedures**

    Describe the services provided by your Company to assist the City in establishing a cost-effective collection service that will maximize the percentage of recovery of delinquent claims. Include a description of the Proposers internal accounting procedures for recording, monitoring, evaluating and reporting monies collected and debt collection services performed. Include examples of accounting and control forms, reports on both used with an explanation of each. Examples are limited to three pages.

16. **Certification of Due Diligence for all Assigned Debts**

    Provide certification that all accounts assigned will receive the full range of collection efforts equitably based upon type of account, age of account, and amount of account, so that certain kinds of accounts are not given preference for collection efforts.

17. **Timeframe for Assigned Debts**

    List your Company's time frame necessary in acknowledging receipt of assigned claims or accounts, and the time frame to commence work on assigned claims.

18. **Procedures for Reimbursements**

    Describe your Company's procedures to return reimbursements received in the event of an audit finding that the service(s) rendered were not eligible for reimbursement or that the reimbursement amount was excessive.

19. **Procedures for Return of Uncollected Debts**

    Proposers must give a description of the procedure and time frame for the return of any claim.

20. **Criteria for Offering Payment Plans**

    Describe your Company's applied criteria in determining the offering of installment debt payments and the maximum payment-plan agreement term.

21. **Payment Plan Procedures**

    Describe the maintenance procedures, forms and monitoring utilized with payment plan agreements.

22. **Referral of Debt for Legal Services**

    Describe the procedures through which:

    Collections will be recommended for legal services or litigation

    Criteria for determining the appropriateness of legal services or litigation

Mechanisms through which notification of the need for legal services

a. Will be made
b. Apprised of legal services status
c. Description of the frequency and content of periodic reports.
d. Procedures for conducting legal services which may occur outside of the City of Port St. Lucie
e. Outside the State of Florida

23. Electronic Data Processing (EDP) Sophistication:

Describe your Company's level of EDP sophistication and capacity, including, but not limited to:

Number of competent technical staff assigned to the City Contract who can meet the operational requirements of the Proposal. Include job title, description, of position, years of experience, language and bi-lingual skills.

List and describe in detail, the in-house hardware and software, or the availability of a service bureau that can handle the anticipated accounts.

List the method of security systems, procedures, and types; describe how debt collection account case records will be stored securely and what security will be used (physical, staff, and electronic) to ensure access only by authorized individual and that privacy of information is maintained in accordance with all Federal, State and Municipal laws.

Provide samples of reporting case tracking and aging systems capable of calculating interest penalties and fines.

Demonstrate your Agency's ability to send required monthly reports to Departments, and City Attorney and/or his designee, in the format designated by the City via electronic report (email).

24. Identification of Subcontractors:

Identify any Subcontractors that may be used in performance of Debt Collection Services.

25. Capacity of Debt Collection Assignments:

Provide a description of your Agency's total account capacity for all potential debt collection services, and the current amount of assigned debt.

Proposers must also provide the total amount of debt assigned by government agencies and the percent collected per year for the past five (5) years in graph format.

26. Dept Collector Account Assignment:

Proposer must detail policies regarding the number of accounts assigned to the individual collectors.

27. Experience Providing Debt Collection with Legal Services:

Identify previous experience in legal services or litigation of debt collection accounts including the outcome of said legal services or litigation for governmental accounts.

28. Training:

Proposer must describe any training programs provided by the Proposer to staff, Subcontractors, agent, etc. concerning the requirements and restrictions for the fair collection of debts to ensure compliance with federal and state general and special laws and regulations and the terms of the Debt collection Services Contract.

29. Understanding of Collection of Governmental Accounts:

Briefly illustrate your Agency's experience with, and understanding of, the collection of governmental accounts receivable, and a brief one (1) page description of the authorized collection Agent's previous recovery success for governmental accounts.

30. Reports / File Media:

The Specifications allow the City's Departments to send and receive a variety of file formats, media processing or reporting capabilities. List your Agency's limitations in the sending and receiving of information and reports.

31. Litigation Services – Approval:

Identify the lawyers who will provide litigation services. List Legal staff separately on the Attorney Nomination Form.

32. Personnel Qualifications:

List the personnel which would be assigned to the City. Indicate for each, the number of years and type of debt collection experience and language capacity.

Does your firm have experience with collection of Code Liens? Yes___ No ___

Will your firm take the Code Liens to small claims court, etc to collect? Yes___ No ___

Does your firm have the resource capability to conduct a minimum of twenty-five (25) advanced asset searches? Yes___ No ___

Does your firm have the ability to collect in all fifty (50) states, US Territory(s) and Common Wealth(s), Canada? Yes___ No ___

33. Collection Service Fee :

a. _____percent of the amounts collected when legal activities are not required.

b. _____percent of the amounts collected when legal activities are required.

34. **INSURANCE CERTIFICATES** - Proposers are required to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

35. **COMPLETION OF FORM** - An authorized representative of the Agency offering thisS SRFP must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Proposer. The City reserves the right to hold Proposals and SRFP guarantees for a period not to exceed 90 days after the date of the SRFP opening stated in the Invitation to SRFP before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the SRFP.

36. **CONTRACT** - Proposer agrees to comply with all requirements stated in the specifications for this SRFP.

CERTIFICATION

This SRFP 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 SRFP is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting an SRFP 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 SRFP.

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

_____ _____

1. Signature Title

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

a. (seal)

37. **ADDENDUM ACKNOWLEDGMENT** - Proposer acknowledges that the following addenda have been received and are included in his/her Proposal:

Addendum Number	Date Issued

Balance of Page Left Blank

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

CITY OF PORT ST. LUCIE
CONTRACT FORM

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 Proposer, 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:
The City of Port St. Lucie retains the power to:

1) Decide which liens to assign to the collection agency;
2) Decide which collection techniques are permissible;
3) Prohibit the use of any technique it finds objectionable;
4) Take back any assigned debt or lien.

SECTION I
NOTICES

City Project Manager:
City of Port St. Lucie
Finance Department
Attn: Charlie Proulx
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34983
Telephone: 772-871-5201- Fax: 772-871-5203
Email: cproulx@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Cheryl Shanaberger
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-7390 Fax: 772-871-7337
Email: cshanaberger@cityofpsl.com

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

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the SRFP Specifications, Addenda, #20160075, **Debt Collection Agency Services,** are hereby incorporated by this reference. In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

Scope of Work

Contractor Responsibilities

The Contractor shall have the expertise, ability and willingness to offer consulting services to the City's Collections Division free of charge, as a cost of doing business with the City under this Contract These consulting services shall include, but not be limited to, the following:

- Identification of specialized governmental debt and the preparation of legal referral of such debt for City approval.
- Laws that regulate the enforceability of specialized governmental debt.
- Procedures for identifying unperfected debt as well as perfecting such debt.
- Procedures to ensure that specialized governmental debt is automatically perfected through routine procedures within the department responsible for its creation.
- Identification of ways to reduce City expenditures regarding indigent services through the use of asset searches to disprove claims of indigence as they occur.
- Assessment of each area's asset search needs to ensure the proper depth of investigation in order to maximize search effectiveness and minimize the cost to the City.

The Contractor shall comply with all federal, state, and local laws and regulations relating to collections policies and procedures and conduct such collections in a professional, courteous, and business like manner, consistent with the image and reputation of the City. All written communications used by the Contractor shall be approved in writing by the City prior to be sent out. Any letters deemed by the City, at its sole discretion, to be of a harassing nature are forbidden to be utilized for collection purposes.

The Contractor shall not, under any circumstances, use any threats, intimidation or harassment of debtors in the collection of accounts or violate any other applicable government guidelines. The Contractor shall not hold itself out as or claim to be an officer or employee of the City or state.

The Contractor shall maintain the necessary staff to provide the services requested during the contract period and any extensions thereof.

The Contractor shall not settle any accounts for less than the total amount due without the express written consent of the City.

All development and postal costs of any kind are to be provided by the Contractor.

The Contractor shall have the capability to report debts on behalf of the City to a nationally available credit history reporting database, such as TRW, Equifax, TransUnion, etc. There shall be no additional fee for this service.

The Contractor shall provide electronic data interface capabilities for exchange of financial transactions, account placements, and status reports, including E-mail or Internet capabilities.

The Contractor shall have the capability to accept debtor credit card payments made by Visa, MasterCard and American Express. City shall receive full amount of payment via credit card. Contractor pays credit card transaction fees.

The Contractor shall have the capability to advance the costs of debt collection. Any expenditure by the Contractor on debts, uncollectible for any reason, is the sole responsibility of the Contractor and not subject to reimbursement by the City Of Port St. Lucie.

Prior to commencing work under this Contract, the Contractor shall be licensed pursuant to Chapter 559, Part VI. (Consumer Collection Practices), Florida Statutes. Depending on the volume of revenue from customers other than the City, the Contractor may also need to be licensed pursuant to Chapter 559, Part V (Commercial Collection Practices), Florida Statutes.

It shall be the responsibility of the Contractor to submit, prior to commencement of work, a current Occupational License for the City of Port St. Lucie and/or St. Lucie County, if required, and all permits required to complete this contractual service at no additional cost to the City.

The Contractor shall have person(s) familiar with enforceable writs and the collection thereof as well as working knowledge, concerning the location of assets and the priority of liens.

Upon request by the City, Contractor shall provide a written response to all collections complaints received by City against the Contractor,

The Contractor shall suspend any and all activity on any case(s) or debt category upon receipt of written request of the City.

The Contractor shall immediately notify the City in writing if any employee or stockholder of the Contractor is a party to any debt turned over to the Contractor for collection.

Contractor shall have at a minimum, one Spanish-speaking collector employed to service the accounts of the City's substantial Spanish speaking population. Also, employees who speak Creole and Portuguese are desirable.

The City reserves the right to visit the offices of the Contractor and/or its agents periodically for inspection of the facilities, records and/or operations used in the performance of any work under this Contract. Financial records pertaining to the Contract will be available to the City's Internal Auditor at any time during normal working hours.

The Contractor shall have the resource capability to conduct a minimum of twenty-five (25) advanced asset searches per week, if requested.

Contractor shall be able to effect collections in all 50 states, U.S territories or commonwealth and Canada and/or have existing networking agreements with other collection agencies nationwide which include an

experienced staff to effect collections through written communications with debtors, skip tracing for new addresses, telephone calls, perfecting liens, credit bureau inquiries, and foreclosing on property.

All Contractor letters to and correspondence with debtors must be of an informative and respectful nature. Any letters deemed by the City, at its sole discretion, to be of a harassing are forbidden to be utilized for collection purposes.

Federal and State Tax

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's Tax Exemption Number in securing such materials.

Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses; and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

Accounts Included and Extent of Collection Service

This Contract shall include only specialized governmental debt for which enforceable writs and property liens may be obtained. The specialized debt accounts may include, but shall not necessarily be limited to, the following collection categories:

- Code Enforcement liens
- Demolition liens
- Nuisance Abatement liens (board & secure and lot clearing)
- Housing & Community Development mortgages
- Indigent burial liens
- Health/Environmental Regulation Control Board liens
- Judgments or liens in favor of or the benefit of the City of Port St. Lucie
- Performance bonds/developer agreements
- Contractor Certification Liens

Asset Search Services Required

Asset search services may be required to determine the assets that may be owned by debtors that have done damage to City property and also debtors with Code Enforcement liens. Searches may be expanded to include, but not limited to, indigent burial costs or any other asset search that may be requested by the City's Collections Division.

Basic Asset Investigation

This search will determine a defendant's title ownership of any automobiles, boats, aircraft, or mobile homes registered or unregistered anywhere in Florida. In addition, this search will reveal the ownership of any real property in any of the sixty-seven (67) Counties in Florida. These searches incorporate the latest information provided by the State Department of Motor Vehicles and the property records of all the Counties in Florida.

Intermediate Asset Investigation

This investigation includes all of the searches conducted for the Basic Asset Investigation, plus it would also disclose whether any real property was either recently purchased or sold within St. Lucie County, and for how

much it was purchased or sold. Also, this investigation would reveal any automobiles, boats, or aircrafts that were sold as recently as within a two (2) week period.

Advanced Asset Investigation

This investigation would include all of the searches conducted under the Intermediate Investigation and would disclose recently purchased assets, in addition to sold automobiles, along with national aircraft and statewide watercraft ownership. Also, any corporate holdings, affiliations and U.C.C, filings, if any, would be discovered. Furthermore, a full credit report providing extensive information including mortgage and credit card payment amounts and histories would be obtained.

SECTION III
TIME OF PERFORMANCE

Contract period shall commence _____ and terminate _____, (5) five years. In the event all work required in the SRFP specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the SRFP specifications has been rendered.

SECTION IV
RENEWAL OPTION

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for an additional five (5) year term and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract at the mutually agreed upon price for the additional term.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

SECTION V
COMPENSATION

The collection services fee is ____ percent of the amounts collected when legal activities are not required. The collection service fee is _____ percent of the amounts collected when legal activities are required. Contractor will operate on a contingency basis for this contract. Contractor will not get paid until the city is paid. Contractor will advance all costs such as datamining, skip tracing, asset identification and all costs associated with the legal collection strategy. For those accounts requiring legal activities, the Contractor will advance the court cost, filing fees, sheriff/service charges and other litigation related expenses.

The Contractor shall submit a monthly summarized invoice for each debtor account by the 5th of the month. Each summarized invoice shall include the debtor's name, the City assigned debtor account number, the date and total amount collected, the commission based on the collected amount, and the balance on the account. The Contractor shall also include a remittance report with submitted invoices which reflects the total amount collected and total fees.

The Contractor shall remit by the 5th of the month the entire amount collected to the City less commission and any other approved additional fees

All invoices and correspondence relative to this Contract must contain the Contract number.

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. Any and all changes must be authorized by a written change order signed by the Director of OMB or his 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. The City, in the event of any such change, will work with Contractor to ensure that Contractor is allowed adequate time to incorporate change(s) into its systems. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITHS SRFP

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

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).

The Contractor including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Contractor to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverages outlined below shall apply on a primary and non-contributory basis.

The parties agree and recognize it is not the intent of the City of Port St. Lucie for any insurance policy/coverage it may obtain pursuant to any provision of this Contract, will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self insured program. Any provision contained herein to

the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers Compensation - The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. **A Waiver of Subrogation endorsement is required**. Coverage should apply on a primary basis.

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

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

An **Additional Insured endorsement must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG2060) 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 is required**. Defense costs are to be in addition to the limit of liability. A **Waiver of Subrogation is required in favor of the City**. 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.

Professional Liability - The selected Proposer 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, City reserves the right, but not the obligation, to review and request a copy of Proposer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Proposer 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), Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

Automobile Liability – Not Required for this Contract.

Additional Insured - 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 political subdivision 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 (if Auto Liability is required). The name for the Additional Insured endorsement issued by the insurer shall read, **"City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20160075 for Collection Agency Services shall be listed as additionally insured".** The Policies must be specifically endorsed to grant the City of Port St Lucie the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the Certificate of Insurance. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event the statutory

liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required to provide coverage at least equal to the amended statutory limit of liability of the City upon the City's thirty - (30) days written notice. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Waiver of Subrogation - 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 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 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.

Cyber Liability

The Consultant shall agree to maintain Cyber Liability in limits not less than $1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response/Customer Breach Notice Expense. Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as additional insured. A waver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

Theft and Fraud Fidelity Bond

The Contractor shall furnish, to the City, an Employee Theft and Fraud Fidelity Bond in the amount of $10,000.00, prior to the commencement of work, and shall keep in full force and effect during the entire term of the Contract, and thereafter for a period of six (6) months or until financial obligations are satisfied, whichever comes first.

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.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

SECTION XII
CLEANING UP

N/A

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

N/A

SECTION XIV
ADDITIONAL REQUIREMENTS

Recalled Accounts

The City reserves the right to recall any accounts, judgments, and liens referred to the Contractor under this Contract. Recall shall be by actual or constructive notice. Whenever possible, the City shall provide the Contractor with actual notice of recall, however in the event that account, judgment, or lien is satisfied, settled, or extinguished by any judicial or quasi-judicial body (such as the Code Enforcement Special Mastery Board)

then that shall serve as constructive notice of recall. The City shall only be responsible for reimbursable expenses incurred up to the time of recall. City will, whenever possible, send notice to Contractor when lien is extinguished or judgment is vacated.

SECTION XV
LICENSING

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

SECTION XVI
SAFETY PRECAUTIONS

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION

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

SECTION XVIIII
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

N/A

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.

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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: SAMPLE – DO NOT EXECUTE
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM
SRFP # 20160075
Debt Collection Agency Services
Proposer's Name: _____

Proposer's Instructions: Complete information in box below. The City shall send form to referenced company for completion by them after City's receipt of form in Proposal. (Please print or type)

Referenced Company Name: _____

Fax #: _____ Telephone # _____

Person to contact: _____ Email: _____

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. As the referenced Company, please complete the information below, sign and fax within five (5) days to 772-871-7337. Thank You!

Is your collection for Government or Private accounts?

How many years have you done business with this Agency?

What problems were encountered (claims)?

Do you turn over all collections to this Agency?

Has this Agency provided litigation services for you?

How would you rate the Proposer on a scale of low (1) to high (10) for the following?

Professionalism: _____ Litigation Services: _____
Experience/Expertise: _____ Cooperation: _____
Methodology of Collections: _____ Reliability: _____
Personnel assigned to your account: _____ Overall Satisfaction with this Agency: _____
Customer complaints on this Agency's collection tactics: _____

Would you contract with this Proposer again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

LEGAL SERVICES ATTORNEY NOMINATION FORM

Debt Collection Agency Name:
As part of this SRFP, the Debt Collection Agency must identify the person, persons or firm that will serve as legal counsel(s) for the Authorized Collection Agency for debt collection legal services in the event the using department determines that legal services will be included as part of the Debt Collection Services under this SRFP. Said legal counsel(s) may be a staff person of the Authorized Collection Agency or a subcontractor to said agency. The City of Port St. Lucie Attorney's Office, shall have the right to review the information contained in the Legal Services Attorney Nomination Form and shall have the sole discretion to approve /disapprove. The City of Port St. Lucie Attorney's Office may conduct whatever investigation or background checks, including reference checks as deemed necessary. Authorized Legal Services will be subject to supervision by the City of Port St. Lucie's Attorney Office or the using departments authorized representative. The City of Port St. Lucie Attorney's Office shall not unreasonably withhold approval of a proposed legal service representative, but any failure by the above to approve a nominated legal service person, persons or firm, shall not relieve an Authorized Collection Agency from full compliance with this SRFP and subsequent individual using agencies contract.

If during the course of this contract, the Authorized Collection Agency wishes to change their approved legal service designation, this form must be resubmitted to the Office of Management and Budget for re-review and approval, prior to the effective date of such change in designation.

NAME OF PROPOSED LEGAL COUNSEL:	
FIRM NAME:	
ADDRESS:	
TELEPHONE NO.:	FAX NO.:
EMAIL:	

Qualifications for Appointment: Please attach resume and statement of qualifications for each attorney/Firm Nominated for potential approval.

Financial Terms: Please state the financial terms of the Debt Collection Agency's agreement relative to legal services with this SRFP (staff employee, etc.)

The following to be filled out by the City of Port St. Lucie only:

City of Port St. Lucie Attorney's Office approval: _____ Dated: _____

DRUG-FREE WORKPLACE FORM

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

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

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

3. Give each employee engaged in providing the commodities or Contractual services that are under the SRFP 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 the SRFP, 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.

_____
Contractor's Signature

_____
Date

"A City for All Ages"

VENDOR CODE OF ETHICS

SRFP #20160075
Debt collection Agency Services

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

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

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

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

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

Name of Organization/Proposer_____

Signature _____

Printed Name and Title _____

Date _____

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

CHECKLIST
SRFP #20160075
Debt Collection Agency Services

Name of Contractor: _____

This checklist is provided to assist Contractors in the preparation of their SRFP response. Included in this checklist are important requirements that are the responsibility of each Contractor to submit with their response in order to make their SRFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Contractor to read and comply with the Sealed Request for Proposal in its entirety.

_____ Questionnaire, pages 12-16

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

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

_____ Each SRFP Addendum (when issued) is acknowledged.

_____ $500.00 Surety

_____ Current Insurance Certificate

_____ Reference Check Forms (3)

_____ Legal Services Attorney Form

_____ Drug-Free Workplace Form

_____ Vendor Code of Ethics

_____ W-9

_____ Checklist

THIS FORM SHOULD BE RETURNED WITH YOUR SRFP REPLY SHEET

BID OPENING ATTENDANCE
SEALED BID-20160075
DEBT COLLECTION SERVICES
March 30, 2016 @ 2:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Cheryl Sharabey	PSL - PMD		T
				F
2.	Vickie L. Smith	PSL - PMD		T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 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

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 _____

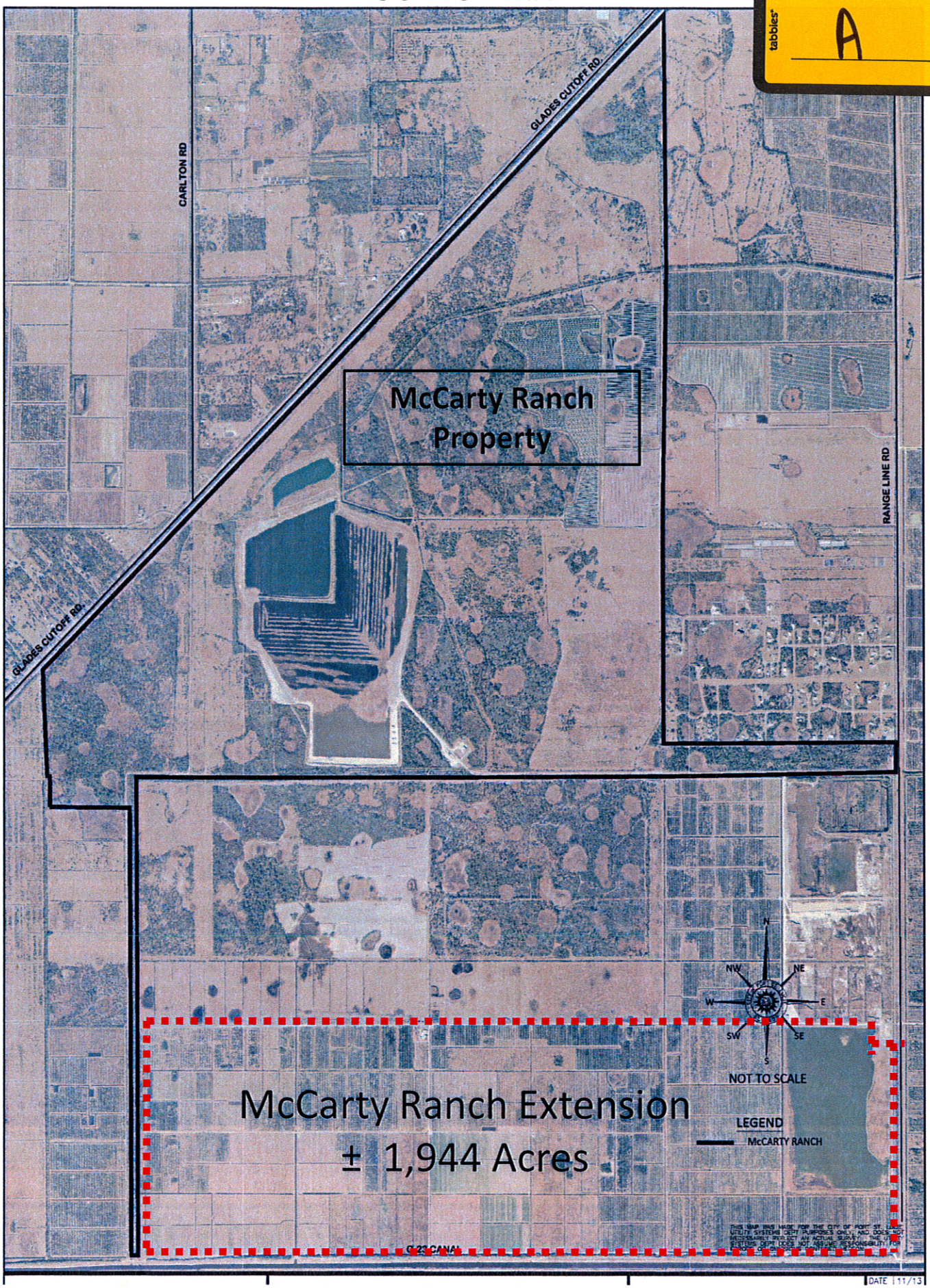
My Commission expires_____

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Daniel McIntyre, County Attorney

LOCATION MAP

EXHIBIT A



DATE | 11/13

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

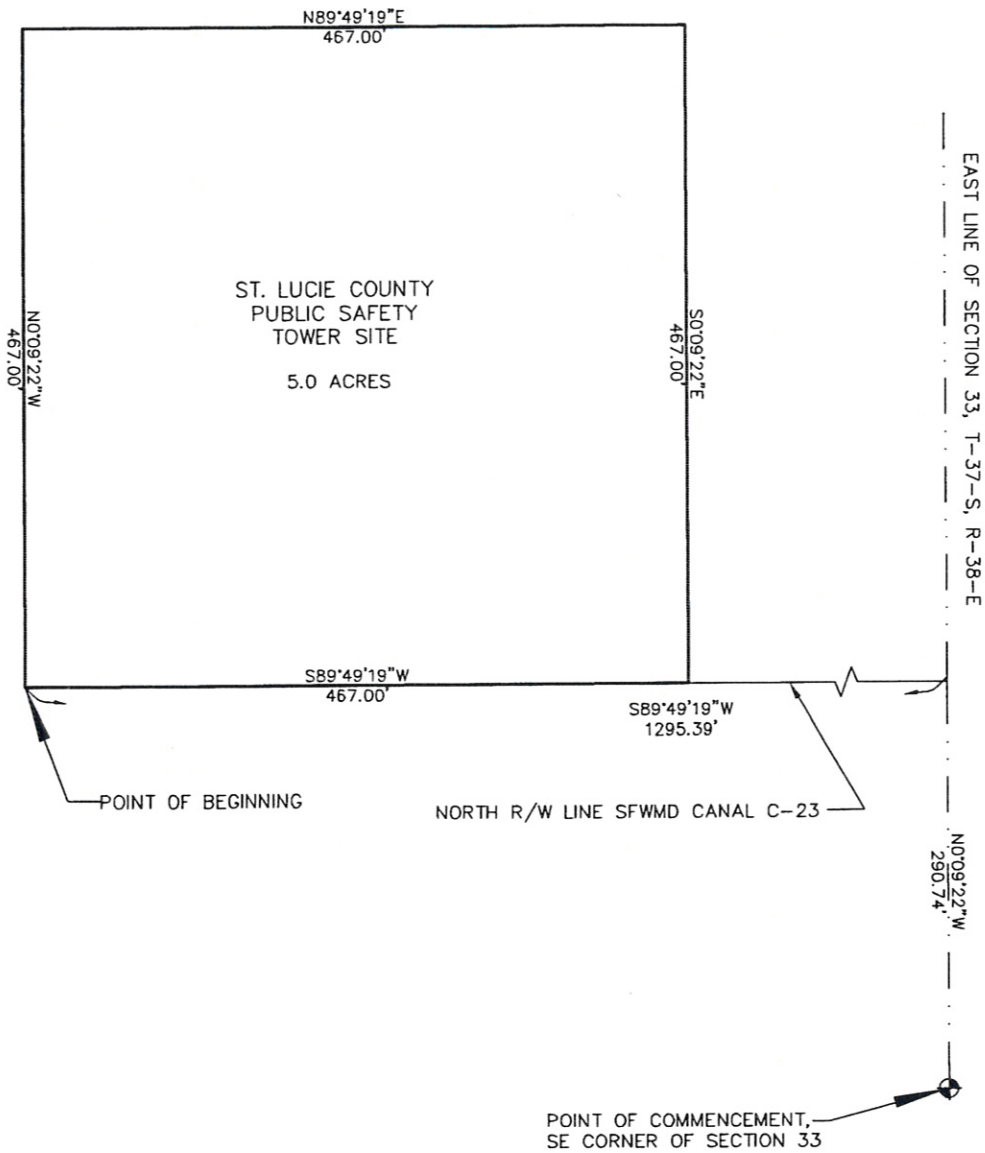
Legal Description from Survey and Schedule "A" of the Title Commitment

"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

B



0' 100'

SCALE: 1" = 100'

NOTE:
SEE SHEET 2 FOR
LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

SHEET NO. 1 OF 2	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.H.N. 2/19/16 SURV. CKD. DRAWN S.B.M. 2/19/16	REVISIONS NO. DATE SUBJECT BY

S:\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

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

SHEET NO. 2 OF 2	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.H.K. 2/18/16 SERV. CKD. DRAWN S.B.K. 2/19/16	REVISIONS NO. DATE SUBJECT BY	

S:\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

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

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 #: 11A
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Azlina Goldstein Siegel, Interim City Attorney
John J. Fumero, Interim City Attorney

Agenda Item: Resolution: A Resolution of the City Council of the City of Port St. Lucie, Florida, Approving the City's Participation as a Party to the Indian River Lagoon (IRL) Regional Compact

Submittal Date: 5/4/2016 16-R31

STRATEGIC PLAN LINK: This item is consistent with the City of Port St. Lucie Vision 2030 and general mission "to preserve the environment and natural resources,"

BACKGROUND: At the April 25, 2016 Regular City Council Meeting, the Mayor requested that the City Council consider joining in a collaborative effort with the counties and municipalities that border and/or are impacted by not only the discharges of nutrients and other pollutants, but also the commercial and residential activities and behaviors which threaten the Indian River Lagoon ("IRL").

ANALYSIS: Mayor Oravec has submitted for City Council's consideration the attached Resolution, which would serve to authorize the City to become a party to the Indian River Lagoon (IRL) Regional Compact (the "IRL Compact"). The IRL Compact is a formalized "call to action" that seeks to foster collaborative efforts at the state and local level to develop and implement regulatory and non-regulatory policies and plans for the restoration, conservation and stewardship of the IRL. The Volusia, Space Coast and Treasure Coast Regional League of Cities (collectively, the "IRL Leagues") are among the participants and parties to this IRL Compact. The IRL Leagues and the other parties, such as counties and municipalities, that join in the compact will be making the commitment to work with the IRL Council and the IRL National Estuary Program to develop policies and programs that will hopefully restore and protect "the environmental health and economic vitality" of the IRL.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The attached resolution has been approved as to form and legal sufficiency by the City Attorney's Office.

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A presentation may be made by Mayor Oravec.

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: Indian River Lagoon.

ATTACHMENTS: Indian River Lagoon (IRL Regional Compact and Resolution approving the City's participation.

RECEIVED

MAY 04 2016

CITY MANAGER'S OFFICE

RESOLUTION 16-R31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING THE CITY'S PARTICIPATION AS A PARTY TO THE INDIAN RIVER LAGOON (IRL) COMPACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Indian River Lagoon is a diverse, shallow-water estuary stretching across 40 percent of Florida's east coast; and

WHEREAS, the Lagoon is an important commercial and recreational fishery and economic resource to the state and region estimated to annually create $3.7 billion in economic value, 15,000 jobs and recreational opportunities for 11 million people; and

WHEREAS, the St. Lucie River is an ecological jewel on Florida's Treasure Coast, integral to the environmental and economic well-being of the City, and part of the larger Indian River Lagoon system, the most diverse estuarine environment in North America with more than 4,000 plant and animal species, including manatees, oysters, dolphins, sea turtles and seahorses, an Estuary of National Significance; and

WHEREAS, extensive historical modifications to the St. Lucie River and its watershed have altered the hydrology of the region and, as a result, heavy rainfall can bring large influxes of fresh water into the St. Lucie Estuary from storm water runoff within the basin, Lake Okeechobee releases, or both which affect salinity levels and water quality in the estuary, causing devastating environmental harm; and

WHEREAS, the Lagoon has become one of the most vulnerable estuaries in Florida and, in addition to freshwater discharges, is under duress due to nutrient and other pollutants; and

WHEREAS, citizens and organizations throughout the watershed are coming together in order to restore, protect, enhance, and save the Indian River Lagoon system; and

WHEREAS, the City is a member of the Treasure Coast Regional League of Cities, a body with a mission to promote communication, cooperative action in meeting common needs, and good government on the Treasure Coast among other things; and

WHEREAS, the Treasure Coast Regional League of Cities has entered into an Indian River Lagoon Regional Compact with the Space Coast League of Cities in order to unite stakeholders, promote collaboration, share a vision and policy, advocate for funding and convene a biennial summit, as more particularly set forth in the Indian River Lagoon (IRL) Regional Compact, attached as Exhibit "1;" and

WHEREAS, in addition to regional leagues, the Compact invites cities, counties, and other organizations to join in their individual capacities; and

WHEREAS, the River and Lagoon form a cornerstone of the City's Vision for 2030 and the City's Strategic Plan prioritizes water quality and preservation of the "Natural

Florida Experience" and the City's entry into the Compact would further these ends.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie, Florida:

Section 1. This City Council hereby approves the City of Port St. Lucie's participation as a party to the Indian River Lagoon (IRL) Regional Compact.

Section 2. The City Clerk of the City of Port St. Lucie is hereby directed to forward copies of this Resolution to the Volusia League of Cities, the Space Coast League of Cities, the Treasure Coast Regional League of Cities, the Indian River Lagoon Council and any other known signatories to the Compact.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 9TH day of May, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

BY: _____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY: _____
Azlina Goldstein Siegel
Interim City Attorney

EXHIBIT
"1"

VOLUSIA LEAGUE OF CITIES
SPACE COAST LEAGUE OF CITIES
TREASURE COAST REGIONAL LEAGUE OF CITIES

INDIAN RIVER LAGOON (IRL) REGIONAL COMPACT

"One Lagoon – One Community – One Voice"

WHEREAS, the Volusia, Space Coast and Treasure Coast Regional League of Cities, herein the Indian River Lagoon Leagues (IRL Leagues), are affiliated with The Florida League of Cities, the united voice for Florida's municipal governments; and

WHEREAS, the objective of the IRL Leagues is to be responsible stewards of the Indian River Lagoon, by working in a collaborative manner to promote local self-government, serve the needs of our representative municipal governments and residents, and advance the belief that local self-government is the keystone of American democracy; and

WHEREAS, the 5 Florida east coast counties that border the Indian River Lagoon (i.e. Volusia, Brevard, Indian River, St. Lucie and Martin Counties) along with other municipalities (Other Parties) may join in this compact because we share a common belief that our exceptional quality of life is rooted in the Indian River Lagoon's rich cultural heritage, dynamic innovation economy, and coastal and ocean resources of global significance; and

WHEREAS, the Indian River Lagoon has become one of the most vulnerable estuaries in Florida that is threatened throughout its geographic range and watershed by water quality decline, habitat alteration and loss, fisheries decline, loss of filter feeders and biological diversity, invasive exotic species, altered hydrologic flow, pathogens, toxic chemicals, sea level rise and climate change; and

WHEREAS, the nutrient pollution sources represent the most serious threat to the Indian River Lagoon with nutrient and pollutant loads that originate from inadequate design and aging infrastructure issues associated with stormwater conveyances, groundwater conveyances (i.e. old sewer systems, wastewater management, sludge management), legacy nutrients already residing in the IRL as muck deposits, industry waste and pollutants, and residential/commercial property owner activities and behaviors that negatively impact the IRL related to fertilizer, landscaping, application of pesticides/herbicides and others; and

WHEREAS, there is strong consensus among the Volusia, Space Coast and Treasure Coast Regional League of Cities and Other Parties to this compact that the Indian River Lagoon (an Estuary of National Significance and one of the most biologically diverse estuaries in North America) requires significant, strategic and recurring public and private investment to implement urgently needed restoration projects that will restore, protect and sustain the environmental, social and economic benefits that the IRL provides to the region, the State of Florida and the Nation; and

WHEREAS, the quality of life of approximately 50 cities and 5 counties of the Indian River Lagoon region Florida and their respective populations, totaling more than 1.7 million residents are dependent on the environmental health and economic vitality of the Indian River Lagoon with an estimated annual economic value of $3.7 billion annually.

WHEREAS, the creation of the IRL Council, a special district of the State of Florida in 2015 provided a historic opportunity for expanded local leadership, participation, and responsibility from cities and counties along the Indian River Lagoon with dedicated annual funding through interlocal agreement from federal, state and local IRL Council partners; and

WHEREAS, acceptance by the U.S. Environmental Protection Agency of the IRL Council as the new host of the Indian River Lagoon National Estuary Program on January 8, 2016 provides an opportunity to implement a non-regulatory, collaborative and consensus-building approach to IRL restoration, conservation and stewardship decision-making.

NOW THEREFORE, BE IT RESOLVED BY THE VOLUSIA, SPACE COAST AND TREASURE COAST LEAGUE OF CITIES AND OTHER PARTIES TO THIS COMPACT:

SECTION 1. CONNECTED LEADERSHIP: That the IRL Leagues and Other Parties to the compact shall work in close collaboration with the IRL Council and the Indian River Lagoon National Estuary Program (IRL NEP) to develop and implement a visionary and comprehensive restoration plan for the Indian River Lagoon based on the best available science and a process that nurtures open communication and engagement among scientists, resource managers, citizens, and stakeholders with representatives from the public, private and independent sectors at all levels. The IRL Leagues will be cooperative and active participants in that process.

SECTION 2. POLICY: LOCAL/STATE. That the IRL Leagues and Other Parties to the compact shall work individually and collectively to evaluate and amend existing policies and make recommendations for new policies at local and state levels that restore and protect the Indian River Lagoon. General policy areas include the need for a comprehensive statewide policy for Florida's waters and waterways. Policy recommendations shall result in nutrient/pollutant load reduction to coastal estuaries and waters.

Specific Indian River Lagoon policy areas of importance shall include, but are not limited to policies that:

- Streamline the permitting process for proven estuary/coastal restoration techniques and projects.
- Accelerate wastewater infrastructure improvements that reduce significantly or prevent chronic, accidental and permitted discharges of nutrients/pollutants to groundwater and surface waters.
- Seek increased funding for and reduce the cost of converting coastal septic systems to central sewer systems and provide incentives for property owners and local governments to encourage conversions.

- Address local home-rule issues in existing Florida policies that impede septic to sewer conversion.
- Advance stormwater treatment and retention projects including dispersed water management on public and private lands.
- Support local and regional efforts to increase water storage, aquifer recharge and the health and longevity of the Indian River Lagoon region's ground and surface fresh water supplies.
- Develop an innovative model Indian River Lagoon nutrient credit trading policy to advance nutrient removal of legacy load muck in the IRL;
- Provide financial and economic incentive programs and expanded state cost-share programs for local government Indian River Lagoon restoration projects;
- Leverage and enhance the long-term use of Land Acquisition Trust Fund (Amendment 1) monies for Indian River Lagoon restoration, including bonding these monies.

POLICY: FEDERAL. That the IRL Leagues and Other Parties to the compact shall work in close collaboration with the State of Florida to develop legislative policy statements that clarify and define the Federal role and responsibilities for the restoration and stewardship of the IRL, an estuary designated as an "Estuary of National Significance" in 1990 and request expanded Federal funding from the Congress of the United States for IRL ecosystem restoration. Transmittal of IRL Leagues statements will be to the Congressional Delegation representing, in part or in whole, districts within the area covered by this compact.

SECTION 3: RESTORATION INVESTMENT: That the IRL Leagues and Other Parties to the compact shall work cooperatively with the IRL Council and IRL NEP and other local, state and federal partners to expand existing funding and identify new funding sources (especially important is annual recurring funds) for IRL restoration and long-term stewardship. The IRL Leagues and Other Parties to the compact recognize the following high priority needs for expanded investment:

- Indian River Lagoon restoration projects that reduce significantly or eliminate unnatural freshwater discharges and associated nutrient/pollutant loads to the IRL from stormwater, groundwater and wastewater, both point- and non-point sources.
- Muck removal from the Indian River Lagoon to reduce accumulated nutrient loads and fine sediments that impact water quality and clarity, sediment health and fuel harmful algal blooms.
- Restoration and replanting/restocking (as needed) of critical habitats and species that directly influence ecosystem health, biodiversity, ecosystem resilience and commercial/recreational economic value of the Indian River Lagoon (i.e. seagrasses, oysters, clams, living shorelines, wetlands, mangroves).
- Comprehensive monitoring, mapping and modeling by public agencies, scientists and citizen volunteers to identify conditions and track ecosystems trends.

The IRL Leagues and Other Parties to the compact support use of Florida Water and Land Legacy funds approved by Constitutional Amendment in 2013 (Amendment 1) for annual, recurring Indian River Lagoon restoration and stewardship funding.

SECTION 4. INFORMED AND ENGAGED CITIES AND CITIZENS: That the IRL Leagues and Other Parties to the compact shall work cooperatively with the IRL Council and IRL NEP and other local, state and federal partners to develop, fund and implement effective, efficient and science-based citizen information and engagement programs throughout the Indian River Lagoon.

SECTION 5. INNOVATION INVESTMENT: That the IRL Leagues and Other Parties to the compact shall ask the State of Florida and the Department of Economic Opportunity (in partnership with the private sector) to create a program and annual funding opportunity that invests in applied scientific research and technology development to develop innovative, efficient, and cost-effective clean water technologies, nutrient/pollutant removal technologies and muck dewatering/beneficial use technologies. The ultimate goal of this Section is to position the State of Florida and IRL region as a global leader in clean-water technologies and high-tech job creation and to export that knowledge and technologies to the nation and world.

SECTION 6. RESTORATION SUMMIT: That the IRL Leagues and Other Parties to the compact shall ask the IRL Council and IRL NEP to work with its partners to convene and fund an Indian River Lagoon Restoration Summit every 2 years to share IRL restoration progress, make restoration recommendations and make amendments and/or additions to the IRL NEP Comprehensive Restoration Plan.

SECTION 7. The commitments contained herein shall not be effective until approved through the required procedures of each respective party to the compact.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 12A
Meeting Date: 5/9/16

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

Agenda Item: Discussion: Update on the status of the property located at 401 SE Langfield Avenue, Port St. Lucie, FL 34953

Submittal Date: 5/4/2016

STRATEGIC PLAN LINK: This item is consistent with the City of Port St. Lucie Vision 2030 Guiding Principles "A," "B" and "D," respectively entitled "Safe Community," "Beautiful City," and "Great Neighborhoods."

BACKGROUND: At the April 25, 2016 Regular City Council Meeting, City Council requested that an update on the status of the property located at 401 SE Langfield Avenue be provided at the May 9, 2016 City Council Meeting.

ANALYSIS: Pursuant to City Council's request, an update from City Staff will be provided.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A presentation on the matter will be made by the City Attorney's Office and, if necessary, City Staff from the Public Works and Building Departments will also participate in the discussion.

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: 401 SE Langfield Avenue, Port St. Lucie, Florida

ATTACHMENTS: There are no attachments.

RECEIVED
MAY 04 2016
CITY MANAGER'S OFFICE

cc: James E. Angstadt, P.E., Public Works Director
Joel Dramis, Building Official

BACKUP INFORMATION FOR ITEM 12B WILL BE DISTRIBUTED UPON RECEIPT

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager/Acting City Manager
Patricia Roebling, P.E., City Engineer, Assistant City Manager

FROM: Cheryl Shanaberger- Director- Procurement Management Department

Agenda Item: Motion: E-RFP # 20150127- Continuing Professional Geotechnical Services (GEO)

Submittal Date: 4/26/2016

STRATEGIC PLAN LINK: Port St. Lucie City Government Mission, Provide Exceptional Municipal Services and Plan for Smart and Balanced Growth

BACKGROUND: As approved by City Council at the July 2015 Summer Retreat, Request for Proposals were issued to obtain qualified professional engineering firms to provide continuing service contracts for the City. It is the intent of the City to procure the services of no less than three (3) Professional Engineering firms to provide GEO services for the City's Capital Improvement Program projects identified in the five year Capital Improvement Budget projections and any subsequent amendments. These Continuing Service Contracts will be issued for projects with construction costs that exceed $325,000.00 and are less than $2 million dollars, and will be used for City funded, State and Federally funded projects for all City Departments. The firm will be selected for each project as per the rotation list. The term of the contract will be for three (3) years with no option to renew. Compensation of each project will be based on the fixed fee rate as per the Continuing Contract. The City reserves the right to issue other solicitations regardless of this contract. A Request for Proposal was advertised for professional services via Demandstar on December 22, 2015, with a proposal due date of March 1, 2016. During the advertisement period, one thousand one hundred and four (1,104) suppliers were notified, thirty (30) of those downloaded documents and eight (8) submitted proposals.

ANALYSIS: The Procurement Management Department (PMD) held a public meeting on March 22, 2016. The committee members met to review and discuss their individual scores. The committee voted to maintain their individual sores as

the group scores and to conduct interviews with the four (4) topped scored firms- Andersen Andre Consulting Engineers, Inc., Ardarman & Associates Inc, Nutting Engineers of Florida and Terracon Consultants Inc. The evaluation committee held a Question and Answer (Q & A) session with these four (4) firms on March 28, 2016. The Question and Answer discussion was based on five (5) questions. Each question was scored on a point scale value of 0-5. The committee scored and ranked the firms as follows: (1) Andersen Andre Consulting Engineers, Inc. — 60, (2) - Ardarman & Associates Inc., - 58, (3) Terracon Consultants Inc. – 45, (4) – Nutting Engineers of Florida -36. The committee stated that their scores were based on the details in the responses to the questions, the familiarity of the firms with the City's GEO process, and the preparation effort put in by the firms for this process.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Keri Norbraten on 12/23/15 and approved as to form.

STAFF RECOMMENDATION: Approve the award of RFP#20150127- Continuing Professional Geotechnical Services to the top three (3) firms by the evaluation committee and approve negotiating a fixed fee rate continuing contract with: Andersen Andre Consulting Engineers, Inc., Ardarman & Associates Inc., and Terracon Consultants Inc.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: N/A.

ATTACHMENTS: (Audio from both meetings included in cd format), Evaluation and Q&A Totals, Individual/Group Score Totals, copies of winning firms Bid responses, RFP documents, Addenda, Bid Opening Sheet, Bid Tabulation sheet, 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.

20150127 Continuing Services GEO

INDIVIDUAL COMMITTEE SCORES Q and A

FIRMS								TOTAL	
Ardaman & Associates Inc.		CS		LC		JD			
Criterion	WTG								
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	1	5	5		3	5	5		
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	1	5	5		2	4	4		
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	1	5	5		3	4	4		
D. I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	1	5	5		3	4	4		
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	1	4	4		2	4	4		
Total			24		13		21	58	
Ranking			2		1		1		
								Ranking	**2**
Terracon Consultants Inc.		CS		LC		JD			
Criterion	WTG								
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	1	3	3	3	3	4	4		
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	1	4	4	2	2	3	3		
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	1	4	4	3	3	3	3		

FIRMS								TOTAL	
D. I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	1	4	4	2	2	2	2		
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	1	4	4	2	2	2	2		
Total			19		12		14	45	
Ranking			3		4		2	**Ranking**	3
Nutting Engineers of Florida		CS		LC		JD			
Criterion	WTG								
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	1	2	2	1	1	3	3		
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	1	3	3	2	2	4	4		
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	1	3	3	2	2	3	3		
D. I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	1	3	3	2	2	2	2		
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?		3	3	1	1	2	2	**36**	
Total			14		8		14		
Ranking			4		3		2	**Ranking**	4
Andersen Andre Consulting Engineers		CS		LC		JD			

INDIVIDUAL COMMITTEE SCORES Q and A

FIRMS								TOTAL	
Criterion	WTG								
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	1	4	4	4	4	5	5		
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	1	4	4	3	3	4	4		
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	1	4	4	4	4	4	4		
D. I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	1	4	4	4	4	4	4		
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?		5	5	3	3	4	4	60	
Total			21		18		21		
Ranking			2		1		1	**Ranking**	**1**
Ardaman & Associates Inc.	**58**		**1**		**2**		**1**		
Terracon Consultants Inc.	**45**		**3**		**3**		**2**		
Nutting Engineers of Florida	**36**		**4**		**4**		**2**		
Andersen Andre Consulting Eng	**60**		**2**		**1**		**1**		
The committee chose to select (3) firms for this project.									
The following firms are listed as per rotation listing:									
#1 Andersen Andre Consulting Engineers									
#2 Ardaman & Associates Inc.									
#3 Terracon Consultants Inc.									

20150127- CONTINUING GEO Services
INDIVIDUAL COMMITEE SCORES

								TOTAL
Andersen Andre Consulting Engineers, inc.		CS		LC		JD		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	6	3	18	4	24	5	30	
B. Firm Experience **(Ques 4)**	4	3	12	3	12	4	16	
C. Firm Experience in GEO for R & B **(Ques 5-8)**	10	4	40	4	40	4	40	
Total			70		76		86	232
Ranking			3		1		1	
Ardarman & Associates Inc.		CS		LC		JD		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	6	4	24	3	18	5	30	
B. Firm Experience **(Ques 4)**	4	5	20	3	12	4	16	
C. Firm Experience in GEO for Road & Bridge **(Ques 5-**	10	5	50	2	20	4	40	
Total			94		50		86	230
Ranking			1		4		1	
GFA International Inc.		CS		LC		JD		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	6	4	24	2	12	4	24	
B. Firm Experience **(Ques 4)**	4	3	12	2	8	3	12	
C. Firm Experience in GEO for Road & Bridge **(Ques 5-**	10	2	20	3	30	3	30	
Total			56		50		66	172
Ranking			5		4		4	
Nutting Engineers of Flroida		CS		LC		JD		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	6	5	30	2	12	4	24	
B. Firm Experience **(Ques 4)**	4	4	16	3	12	4	16	
C. Firm Experience in GEO for Road & Bridge **(Ques 5-**	10	3	30	3	30	4	40	
Total			76		54		80	210
Ranking			2		3		2	
RADISE international LC		CS		LC		JD		
Criterion	WTG							
A. Assigned Staff **(Ques 3)**	6	2	12	2	12	3	18	
B. Firm Experience **(Ques 4)**	4	2	8	0	0	4	16	
C. Firm Experience in GEO for Road & Bridge **(Ques 5-**	10	3	30	3	30	4	40	
Total			50		42		74	166
Ranking			7		6		3	

20150127- CONTINUING GEO Services
INDIVIDUAL COMMITEE SCORES

								TOTAL
Terracon Consultants Inc.		CS		LC		JD		
Criterion	WTG							
A. Assigned Staff (Ques 3)	6	2	12	1	6	4	24	
B. Firm Experience (Ques 4)	4	4	16	3	12	4	16	
C. Firm Experience in GEO for Road & Bridge (Ques 5-	10	3	30	3	30	4	40	
Total			58		48		80	186
Ranking			4		5		2	
Tierra Soutch Florida, Inc.		CS		LC		JD		
Criterion	WTG							
A. Assigned Staff (Ques 3)	6	4	24	3	18	3	18	
B. Firm Experience (Ques 4)	4	2	8	2	8	4	16	
C. Firm Experience in GEO for Road & Bridge (Ques 5-	10	2	20	3	30	4	40	
Total			52		56		74	182
Ranking			6		2		3	
Universal Engineering Sciences								
A. Assigned Staff (Ques 3)	6	3	18	1	6	4	24	
B. Firm Experience (Ques 4)	4	3	12	3	12	4	16	
C. Firm Experience in GEO for Road & Bridge (Ques 5-	10	2	20	3	30	4	40	
Total			50		48		80	178
Ranking			7		5		2	

Firms	**CS**		**LC**		**JD**		**Overall**
	Total	**Rank**	**Total**	**Ran**	**Total**	**Rank**	**Total**
Andersen Andre Consulting Engineers, inc.	232	**3**		**1**		**1**	**232**
Ardarman & Associates Inc.	230	**1**		**4**		**1**	**230**
GFA International Inc.	172	**5**		**4**		**4**	172
Nutting Engineers of Flroida	210	**2**		**3**		**2**	210
RADISE international LC	166	**7**		**6**		**3**	166
Terracon Consultants Inc.	186	**4**		**5**		**2**	**186**
Tierra Soutch Florida, Inc.	182	**6**		**2**		**3**	**182**
Universal Engineering Sciences	178	**7**		**5**		**2**	178

Committee chose to retain original scores for Group Scores.

Committee scores are ranked as follows: Andersen Andre Consulting Engineers, Inc.; Ardarman & Associates Inc.; Nutting Engineers of Florida; Terracon Consultants Inc.

Q&A will be at @8:30am on March 28, 2016

QUESTIONNAIRE

E-RFP #20150127
Continuing GEO Services

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 **1st** day of **March**, 2016

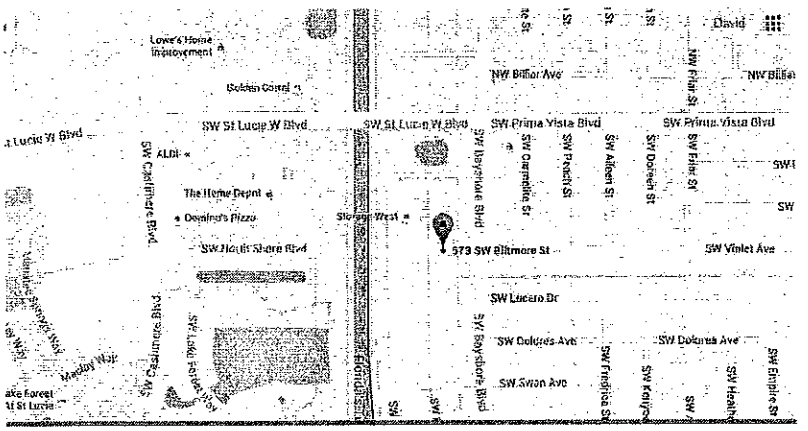
Andersen Andre Consulting Engineers, Inc. (AACE)
Name of Organization / Proposer

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

Contact information for Andersen Andre Consulting Engineers, Inc. (AACE) is presented below. We are located within 5 minutes of City Hall:

Andersen Andre Consulting Engineers, Inc.
573 SW Biltmore Street
Port St. Lucie, Florida 34983
Website: www.AACEinc.com

Contact: David P. Andre, P.E., Principal Engineer
Office Phone: (772) 807-9191
Office Fax: (772) 807-9192
Email: dandre@aaceinc.com



2. Will your firm accept payment by Credit Card (yes or no)? **Yes**

3. List all proposed personnel assigned to this project to include title, certifications, and years of experience.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other
David P. Andre, P.E. (AACE)	•Principal •Contract Manager •Senior Project Engineer	23	Professional Engineer (FL) No. 53969		
Peter G. Andersen, P.E. (AACE)	•Principal •Chief Geotechnical Engineer •Project Manager	19	Professional Engineer (FL) No. 57956	•Nuclear Gauge Soil Density Certified	
Brian Smith (AACE)	•Director of Operations •Senior Field Technician •Project Mgr.	21		•ACI Level I Technician •ACI Aggregate Base Testing •ACI Concrete Strength Testing •Nuclear Gauge Soil Density Certified •FDOT/CTQP LBR Tech. •FDOT/CTQP Qualified Sampler •FDOT/CTQP ECI 1&2 Earthwork Technician •FDOT/CTQP Aggregate Base Testing •FDOT/CTQP Asphalt Paving Level 1 •FDOT/CTQP Concrete Lab Tech. •FDOT/CTQP Concrete Field Insp. •CMEC Laboratory Soil Tech. •Radiation Safety Officer	
Ralph Lewis (AACE)	•Laboratory Mgr. •Senior Field Technician	12		•ACI Level I Technician •Nuclear Gauge Soil Density Certified •FDOT/CTQP Earthwork 1 Tech. •FDOT/CTQP Asphalt Paving Level 1	
Steve Mathis (AACE)	•Laboratory Testing Technician •Senior Field Technician	14		•ACI Level I Technician •Nuclear Gauge Soil Density Certified •FDOT/CTQP Earthwork 1 Tech.	
Paul Koch (AACE)	•Senior Field Technician	12		•ACI Level I Technician •Nuclear Gauge Soil Density Certified.	
Jordan Sampson (AACE)	•Field Technician	1		•Nuclear Gauge Soil Density Certified	

As can be seen in the table above, AACE's staff of engineers and technicians has an average of nearly **15 years** of experience in the respective disciplines.

4. List similar GEO services contracts related to **Water and Waste Water Pipeline** projects awarded by other government agencies, to your firm in the past five (5) years. ((Do not include the City of Port St. Lucie projects)

Project	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
Seacoast Utility Authority (SUA) Hood Rd. WTP Tank No. 6	Jan. 2014	Geotechnical Engineer for design of a 2M Gallon Water Tank	Yes	Geotechnical Engineer for design	$4,000
St. Johns Improvement District (SJID) Pump Station PS-N10	April 2014	Geotechnical Engineer for design of a pile-supported, triple-engine pump station	Yes	Geotechnical Engineer for design	$3,500
Seacoast Utility Authority (SUA) Palmwood Rd. Force Main	May 2014	Geotechnical Engineer for design of a force main pipeline and directional bore	Yes	Geotechnical Engineer for design	$2,500
Seacoast Utility Authority (SUA) Hood Rd. Raw Water Main	Nov. 2015	Geotechnical Engineer for design of a raw water main pipeline and directional bore	Yes	Geotechnical Engineer for design	$3,500
Seacoast Utility Authority (SUA) Ellison Wilson Rd. Lift Station	Dec. 2015	Geotechnical Engineer for design of a wastewater lift station	Yes	Geotechnical Engineer for design	$2,500
				Total Amount	$16,000

5. List similar **Road & Bridge** GEO services contracts, awarded by other government agencies, to your firm in past five (5) years.
(Do not include the City of Port St. Lucie projects)

Project	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
Martin County Railroad Ave. Improvements	Oct. 2012	Geotechnical Engineering and Construction Materials Testing for roadway, drainage, utility improvements and sidewalks	Yes	Geotechnical and Materials Testing, Supplemental CEI	$60,000
Martin County Kanner Hwy. and I-95 Interchange	July 2015	Geotechnical Engineering and Construction Materials Testing for roadway, drainage improvements and sidewalks	No	Geotechnical and Materials Testing	$250,000
Martin County Danforth Creek Pedestrian Bridge and Vehicular Bridge Design and Construction	Dec. 2013	Geotechnical Engineering for Design. Construction Materials Testing During Bridge Construction in 2015	Yes	Geotechnical and Materials Testing	$20,000
Okeechobee County Cemetery Road Distress Explorations	Dec. 2014	Geotechnical Engineering Explorations Relative to Settlements and Roadway Distress	Yes	Geotechnical Engineering	$4,000
Martin County SR 714 Widening	May 2013	Geotechnical Engineering for Design	Yes	Geotechnical Engineering	$20,000
City of Stuart Cardinal Avenue Settlement Explorations	Jan. 2016	Geotechnical Engineering Explorations Relative to Settlements and Roadway Distress	Yes	Geotechnical Engineering	$1,800
				Total Amount	$355,800

6. Describe any significant or unique accomplishment in previous GEO services contracts, for e.g. - budget reductions, time reductions, and/or reduction in change orders. Include any additional data pertinent to firm's capabilities. (Please limit to 1 page). Please see below.

As you review our qualifications, please consider the following:

- AACE's two Principal Engineers have more than 40 years of combined engineering and testing experience, the vast majority of which has been in Southeast Florida. David P. Andre, P.E. and Peter G. Andersen, P.E. have provided geotechnical engineering services on countless projects within Port St. Lucie, including roadways, intersection improvement projects, utility installations, and institutional structures. Further, AACE's staff of Field and Laboratory Technicians, headed by Senior Technician Brian Smith (20+ years of experience), has unsurpassed experience regarding the properties and characteristics of local soils and aggregates, making them a valuable asset to any construction project. Brian and the rest of AACE's technical staff will always work toward the best interests of the City.

- AACE is a locally-owned Geotechnical Engineering and Construction Materials Testing firm with the headquarters located in Port St. Lucie, only minutes away from City Hall. Principal owners David P. Andre, P.E. and Peter G. Andersen, P.E. are able to immediately amend the firm's procedures to efficiently and effectively provide our services to the City without the need to consult with out-of-town corporate entities.

- AACE is certified by the Florida Department of Transportation (FDOT) to perform engineering services specified in Group 9 - Soil Exploration, Material Testing and Foundations. Specifically, AACE is FDOT-qualified to perform services detailed in Work Groups 9.1 (Soil Exploration), 9.2 (Geotechnical Classification Laboratory Testing), 9.3 (Highway Testing) and 9.4.1 (Standard Foundation Studies). In addition, each of AACE's Senior Field Technicians maintains relevant CTQP and ACI certifications. Further, our concrete testing laboratory is inspected annually and is certified by the Construction Materials Engineering Council (CMEC) and the FDOT. *We are able to assist CPSL with any and all projects that may include FDOT LAP funding, including On- and Off-System roadways and sidewalks, LIMS data entry, and preparation of earthwork density log books.*

- To more clearly illustrate AACE's ability to maintain (and possibly reduce) project testing budgets, we offer the following example projects (public sector) on which an approved geo-testing budget was reduced due to our continued efforts to perform our services efficiently:

Project (Client)	Approved Geo-Testing Budget	Actual Budget Expended	Budget Saved
IRSC Main Campus Safety Bollard Testing (Indian River State College)	$5,600.00	$4,350.00	22%
Bayshore Blvd. Emergency Water Line Repair Testing (City of Port St. Lucie Utility Dept.)	$19,040.00	$10,486.00	45%
Becker Road - Segment 1 Materials Testing (City of Port St. Lucie Engineering Dept.)	$143,688.00	$105,912.00	26%
City-Wide Culvert Replacement Project Testing (City of Port St. Lucie Public Works Dept.)	$60,589.00	$38,462.00	36%
Community Boulevard Lake/Borrow Explorations (City of Port St. Lucie Engineering Dept.)	$6,684.00	$5,149.00	23%
Okeechobee Mining Pit Haul Routes Explorations (Okeechobee County Board of County Commissioners)	$4,217.00	$3,995.00	5%

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.

8. Using the Reference Check Form attached, provide, contact names, telephone and fax numbers and email addresses for EACH government agency listed in question # 5. Reference Forms are attached hereto.

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:

	Date Issued
No addenda issued.	

CERTIFICATION:

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

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

Signature

Principal
Title

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State of Florida

Board of Professional Engineers

Attests that

Andersen Andre Consulting Engineers, Inc

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: 2/28/2017

Audit No: 228201701108

CA Lic. No: 26794

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

State of Florida
Department of State

I certify from the records of this office that ANDERSEN ANDRE CONSULTING ENGINEERS, INC. is a corporation organized under the laws of the State of Florida, filed on November 29, 2005.

The document number of this corporation is P05000156896.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 15, 2016, and that its status is active.

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

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

Ken Detzner

Secretary of State

Tracking Number: CC9137747980

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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.
Andersen Andre Consulting Engineers, 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.)
573 SW Biltmore Street

Requester's name and address (optional)

6 City, state, and ZIP code
Port St. Lucie, FL 34983

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
2 0 – 3 8 9 3 3 1 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 6/29/2015

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.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc. (AACE)

Reference: Seacoast Utility Authority (SUA) Fax #: 561-624-2839
Email: bselle@sua.com Telephone #: 561-627-2900
Person to contact: Mr. Brandon Selle

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc.

Reference: St. Johns Improvement District Fax #: NA
Email: see below Telephone #: 772-288-7185
Person to contact: Mr. Robert Ulevich (retired) rjulevich@polymathconsultingservices.com

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. PS-N10 Lift Station

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc.

Reference: Martin County Engineering Dept. Fax #: 772-288-5955
Email: pbangs@martin.fl.us Telephone #: 772-463-2848
Person to contact: Mr. Paul Bangs, P.E.

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Railroad Avenue

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc.

Reference: Martin County Engineering Dept. Fax #: 772-288-5955
Email: bbyrd@martin.fl.us Telephone #: 772-221-2300
Person to contact: Mr. Bobby Byrd

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Kanner Highway & I-95

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc.

Reference: Martin County Engineering Dept. Fax #: 772-288-5955
Email: gnolte@martin.fl.us Telephone #: 772-221-2380
Person to contact: Mr. Greg Nolte, E.I.

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Danforth Creek

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc. (AACE)

Reference: Okeechobee County Public Works Fax #: 863-763-3031
Email: levett@co.okeechobee.fl.us Telephone #: 863-763-3514
Person to contact: Mr. Lee Evett, Public Works Director

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Cemetery Road

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc. (AACE)

Reference: City of Stuart Fax #: 772-288-5384
Email: mleggett@ci.stuart.fl.us Telephone #: 772-288-5341
Person to contact: Mr. Milton Leggett

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Cardinal Avenue

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

DRUG-FREE WORKPLACE FORM

E-RFP #20150127
Continuing GEO Services

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.

/David P. Andre
Bidder's Signature

3/1/2016
Date

CHECKLIST

E-RFP #20150127
Continuing GEO Services.

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 #20150127, all Applicable Current Licenses (state and professional), W-9, Reference Forms, Drug Free Workplace Form, and E-RFP 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

__X__ W-9

__X__ Reference Forms

__X__ Drug Free Workplace Form

__X__ Checklist

__X__ File # 2- Form 330

ARCHITECT – ENGINEER QUALIFICATIONS
PART I – CONTRACT-SPECIFIC QUALIFICATIONS
A. CONTRACT INFORMATION

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

City of Port St. Lucie Continuing Geotechnical (GEO) Services

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
December 22, 2015	E-RFP #20150127

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

David P. Andre, P.E., Principal

5. NAME OF FIRM

Andersen Andre Consulting Engineers, Inc. (AACE)
573 SW Biltmore Street
Port St. Lucie, Florida 34983

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
772-807-9191	772-807-9192	DAndre@aaceinc.com

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

	(Check) PRIME	J-V PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE		
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
David P. Andre, P.E.	Project/Contract Manager	23	10

15. FIRM NAME AND LOCATION (City and State)

Andersen Andre Consulting Engineers, Inc. (Port St. Lucie, Florida)

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Bachelor of Science in Environmental Engineering, University of Florida (1993);Post Graduate Coursework in Geotechnical Engineering, University of Central Florida (1997-1998);	Professional Engineer (Discipline of Civil Engineering) in the State of Florida (No. 53969)

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

David is experienced providing geotechnical engineering and materials testing services for roadway and utility construction, infrastructure improvements, and site preparation as well as general environmental consulting relative to subsurface contamination.

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (City and State): **Village Parkway, Phases I & II (Port St. Lucie, FL)**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2007; CONSTRUCTION (if applicable) 2011

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm

David served as Project Manager for this roadway soil survey consisting of more than 200 soil borings, recommendations relative to roadway construction through 2,000 l.f. of water-filled reservoir, mast-arm signal pole recommendations, surcharging compressible clays, lake explorations relative to soil suitability. Construction materials testing consisting of over 5,000 density tests, 200+ sets of concrete cylinders for compressive strength, 75+ LBRs and as many as four (4) field technicians providing Quality Control services. AACE's budget was approximately $400,000.

B.

(1) TITLE AND LOCATION (City and State): **Discovery Way, East & West (Port St. Lucie, FL)**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2009; CONSTRUCTION (if applicable) 2010

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm

David served as Project Manager for this roadway soil survey consisting of more than 25 soil borings, muck probes in major drainage canal, mast-arm signal pole recommendations, lake explorations relative to soil suitability. Recommendations were also provided relative to construction atop a major reclaimed drainage canal. Construction materials testing consisting of over 1,000 density tests, 20+ LBRs, paving and subgrade inspections and demucking observations. AACE's budget was approximately $60,000.

C.

(1) TITLE AND LOCATION (City and State): **Westmoreland Boulevard (Port St. Lucie, FL)**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2007; CONSTRUCTION (if applicable) 2008

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm

David served as Project Manager for this roadway soil survey consisting of soil borings and roadway cores, mast-arm signal pole recommendations, lake explorations relative to soil suitability. Construction materials testing consisting of full-time density testing, LBRs, paving and subgrade inspections and compressive strength of concrete testing. AACE's budget was approximately $35,000.

D.

(1) TITLE AND LOCATION (City and State): **Becker Road - Segments 1 and 2 (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 [X] Check if project performed with current firm

David served as Project Manager for this roadway soil survey consisting of soil borings to further characterize reported "unsuitable plastic soils", mast-arm signal pole recommendations, significant lake explorations relative to soil suitability. Construction materials testing consisting of full-time density testing, LBRs, paving and subgrade inspections and compressive strength of concrete testing. AACE's budget was approximately $300,000.

E.

(1) TITLE AND LOCATION (City and State): **Continuing Service Contract, City of Port St. Lucie, (Port St. Lucie, FL)**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2007; CONSTRUCTION (if applicable) 2011

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm

David was the Contract Manager when AACE maintained a continuing service contract with the City of Port St. Lucie for geotechnical engineering and construction materials testing until 2011 (when the City discontinued all professional service contracts). Services included the performance of soil borings, test pits, groundwater studies, embankment suitability studies, and all manner of materials testing during construction. Projects have included City-wide culvert and headwall replacements, roadway explorations and testing, utility installations, STA construction, municipal building construction, etc. Project budgets have ranged from $1,000 to $750,000.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Peter G. Andersen, P.E.	Senior Project Engineer	19	10

15. FIRM NAME AND LOCATION (City and State)

Andersen Andre Consulting Engineers, Inc. (Port St. Lucie, Florida)

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
Masters of Science in Geotechnical Engineering, University of Florida (1997); Bachelor of Science in Civil/Structural Engineering, Technical University of Denmark (1995)	Professional Engineer (Discipline of Civil Engineering) in the State of Florida (No. 57956)

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

Peter is experienced providing geotechnical engineering and materials testing for roadway and intersection improvements, utility installations, low- and high-rise structures (including deep-foundation alternatives), STAs, solid waste facilities and port/harbor facilities.

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (City and State): **Crosstown Parkway, from Manth to Floresta (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014; CONSTRUCTION (if applicable): NA

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

Peter served as Project Manager and Senior Geotechnical Engineer for this roadway soil survey consisting of more than 100 soil borings (auger and SPT borings), pavement coring, field exfiltration testing and drilled shaft analyses. Peter provided recommendations relative to roadway construction and mast-arm signal pole recommendations. AACE also performed Level 2 Contamination Screening at several locations along the proposed alternative (Alternative 1C). AACE's budget was approximately $90,000.

B.

(1) TITLE AND LOCATION (City and State): **Community Boulevard (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2009; CONSTRUCTION (if applicable): 2010

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

Peter served as Senior Geotechnical Engineer for this roadway soil survey consisting of more than 50 soil borings, mast-arm signal pole recommendations, lake explorations relative to soil suitability. Construction materials testing consisting of over 2,000 density tests, 50+ LBRs, paving and subgrade inspections and demucking observations. AACE's budget was approximately $150,000.

C.

(1) TITLE AND LOCATION (City and State): **Village Parkway, Phases I & II (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007; CONSTRUCTION (if applicable): 2011

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

Peter served as Senior Geotechnical Engineer for this roadway soil survey consisting of more than 200 soil borings, recommendations relative to roadway construction through 2,000 l.f. of water-filled reservoir, mast-arm signal pole recommendations, surcharging compressible clays, lake explorations relative to soil suitability. Construction materials testing consisting of over 5,000 density tests, 200+ sets of concrete cylinders for compressive strength, 75+ LBRs and as many as four (4) field technicians providing Quality Control services. AACE's budget was approximately $400,000.

D.

(1) TITLE AND LOCATION (City and State): **Rosser Boulevard (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007; CONSTRUCTION (if applicable): 2008

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

Peter served as Senior Geotechnical Engineer for this roadway soil survey consisting of soil borings and roadway cores, mast-arm signal pole recommendations, lake explorations relative to soil suitability. Construction materials testing consisting of full-time density testing, LBRs, paving and subgrade inspections and compressive strength of concrete testing. AACE's budget was approximately $45,000.

E.

(1) TITLE AND LOCATION (City and State): **Paradise Park Drainage and Roadway Improvement Project (Fort Pierce, Florida)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2008; CONSTRUCTION (if applicable): NA

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

Peter served as Project Manager and Senior Geotechnical Engineer for this project where AACE was tasked with performing subsurface explorations and completing geotechnical engineering analyses to analyze the overall slope stability and seepage conditions which could adversely affect the project this residential roadway and drainage project. Seepage and slope stability analyses were completed using limiting equilibrium analyses, effective stress strength parameters (i.e., ϕ), and both measured and predicted pore water pressures. Stability analysis was performed for the existing, unimproved canal bank as well as the worst case steady-state-seepage (SSS) conditions following the construction and operation of the various ponds. AACE's budget was approximately $23,000.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Brian K. Smith	Senior Technician/Director of Operations	21	10

15. FIRM NAME AND LOCATION (City and State)

Andersen Andre Consulting Engineers, Inc. (Port St. Lucie, Florida)

16. EDUCATION (Degree and Specialization)

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

ACI Level I Technician, ACI Aggregate Base Testing Technician
Nuclear Gauge Soil Density Certified, Radiation Safety Officer
FDOT/CTQP LBR Technician
FDOT/CTQP Aggregate Base Testing Technician
FDOT/CTQP Qualified Sampler Technician
FDOT/CTQP ECI 1 & 2 Earthwork Technician
FDOT/CTQP Aggregate Field Testing
FDOT/CTQP Asphalt Paving Level 1
FDOT/CTQP Concrete Lab Technician Level 1
FDOT/CTQP Concrete Field Inspector Level 1
CMEC Laboratory Soil Technician

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

Brian Smith conducts field and laboratory operations within Andersen Andre Consulting Engineers, Inc. (AACE). He is responsible for conducting services such as soil density testing, compressive strength of concrete testing, etc. Brian has performed such services for both private and public sector clients, including St. Lucie County Department of Engineering, Okeechobee County, Martin County, the City of Port St. Lucie and FDOT. Brian has been conducting construction materials testing services and field explorations in south Florida for 19 years. He has served as field manager on hundreds of testing programs for developments of all types, including roadways, multi-story buildings, bridges, auger-cast and driven pile installation projects, etc.

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (City and State): **Village Parkway, Phases I & II (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007; CONSTRUCTION (if applicable): 2011

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

Brian served as Senior Field Technician and assisted with AACE's Roadway Soil Survey by performing more than 100 soil borings. Subsequent to design of the roadway, Brian was instrumental during construction as he routinely performed demucking observations, soil and rock density testing, concrete testing, paving observations and laboratory testing (Proctors, LBRs, percent-fines, etc.). Construction materials testing consisted of more than 5,000 density tests, 200+ sets of concrete cylinders for compressive strength and 75+ LBRs. AACE's budget was approximately $400,000.

B.

(1) TITLE AND LOCATION (City and State): **Discovery Way, East & West (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2009; CONSTRUCTION (if applicable): 2010

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

Brian served as Senior Field Technician and assisted with AACE's Roadway Soil Survey by performing more than 50 soil borings. Subsequent to design of the roadway, Brian was instrumental during construction as he routinely performed demucking and ditch reclamation observations, soil and rock density testing, concrete testing, paving observations and laboratory testing (Proctors, LBRs, percent-fines, etc.). Construction materials testing consisting of over 1,000 density tests, 20+ LBRs, paving and subgrade inspections and demucking observations. AACE's budget was approximately $60,000.

C.

(1) TITLE AND LOCATION (City and State): **Westmoreland Boulevard (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007; CONSTRUCTION (if applicable): 2008

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Brian served as Senior Field Technician and performed soil borings and roadway coring operations during design of Westmoreland Boulevard. Subsequent to design of the roadway, Brian performed demucking observations, soil and rock density testing, concrete testing, paving observations and laboratory testing (Proctors, LBRs, percent-fines, etc.) on a full-time basis. AACE's budget was approximately $35,000.

D.

(1) TITLE AND LOCATION (City and State): **Railroad Avenue Reconstruction (Stuart, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012; CONSTRUCTION (if applicable): 2013

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Brian served as Senior Field Technician and was AACE's full-time testing technician and also performed supplemental CEI services at the request of the Martin County Engineering Department. Brian performed soil and rock density testing, concrete sampling and testing as well as observing the installation of utilities, drainage structures and piping, base rock placement and paving. AACE's budget was approximately $60,000.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Ralph Lewis	Laboratory Mgr., Senior Field Technician	12	8

15. FIRM NAME AND LOCATION (City and State)

Andersen Andre Consulting Engineers, Inc. (Port St. Lucie, Florida)

16. EDUCATION (Degree and Specialization)

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

ACI Level I Technician, ACI Aggregate Base Testing Technician
Nuclear Gauge Soil Density Certified, Radiation Safety Officer
FDOT/CTQP ECI 1 Earthwork Technician
FDOT/CTQP Asphalt Paving Level 1

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Ralph Lewis conducts field and laboratory operations within Andersen Andre Consulting Engineers, Inc. (AACE). He is responsible for conducting services such as soil density testing, compressive strength of concrete testing, etc. Ralph has performed such services for both private and public sector clients, including for Okeechobee County, Martin County, Indian River County, the City of Port St. Lucie and FDOT. Ralph has been conducting construction materials testing services and field explorations in south Florida for 12 years. He has served as field manager on hundreds of testing programs for developments of all types, including roadways, multi-story buildings, bridges, stormwater improvement projects and utility installations.

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (City and State): **Rangeline Road Water Main Installation (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 — CONSTRUCTION (if applicable): 2012

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ralph served as Senior Field Technician and performed soil and rock density testing, concrete testing and laboratory testing (Proctors, LBRs, percent-fines, etc.).

B.

(1) TITLE AND LOCATION (City and State): **Indian River County Intergenerational Rec. Center (Vero Beach, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 — CONSTRUCTION (if applicable): Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ralph served as Senior Field Technician and performed soil and rock density testing, concrete testing and laboratory testing (Proctors, LBRs, percent-fines, etc.) fire-proofing thickness for this County-owned recreational center.

C.

(1) TITLE AND LOCATION (City and State): **Cypress Creek STA (Martin County, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 — CONSTRUCTION (if applicable): 2014

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ralph served as Senior Field Technician and performed soil density testing, concrete testing, laboratory testing (Proctors, LBRs, percent-fines, etc.) as well as sheet pile driving monitoring during construction of this STA in Martin County.

D.

(1) TITLE AND LOCATION (City and State): **Floresta Roundabout Construction (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 — CONSTRUCTION (if applicable): 2014

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ralph served as Senior Field Technician and performed soil and rock density testing, concrete testing and laboratory testing (Proctors, LBRs, percent-fines, etc.) for this traffic calming construction project.

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
Steve Mathis	Senior Field Technician	14	6

15. FIRM NAME AND LOCATION (City and State)

Andersen Andre Consulting Engineers, Inc. (Port St. Lucie, Florida)

16. EDUCATION (Degree and Specialization)

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

ACI Level I Technician, ACI Aggregate Base Testing Technician
Nuclear Gauge Soil Density Certified, Radiation Safety Officer
FDOT/CTQP ECI 1 Earthwork Technician (Scheduled for Renewal)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Steve Mathis conducts field and laboratory operations within Andersen Andre Consulting Engineers, Inc. (AACE). He is responsible for conducting services such as soil density testing, compressive strength of concrete testing, etc. Steve has performed such services for both private and public sector clients, including for the City of Port St. Lucie, Okeechobee County, Martin County, Indian River County, the City of Fort Pierce. Steve has been conducting construction materials testing services and field explorations in south Florida for nearly 15 years. He has served as field manager on hundreds of testing programs for developments of all types, including roadways, multi-story buildings, bridges, stormwater improvement projects and utility installations.

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (City and State): **City of Port St. Lucie City-Wide Water Main Installation (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012 — CONSTRUCTION (if applicable): 2013

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve served as Senior Field Technician and performed soil and rock density testing, concrete testing and laboratory testing (Proctors, LBRs, percent-fines, etc.) for this project that included installation of 50+ miles of new water main.

B.

(1) TITLE AND LOCATION (City and State): **Indian River County Intergenerational Rec. Center (Vero Beach, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 — CONSTRUCTION (if applicable): Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve, along with Ralph Lewis, served as Senior Field Technician and performed soil and rock density testing, concrete testing and laboratory testing (Proctors, LBRs, percent-fines, etc.) fire-proofing thickness for this County-owned recreational center.

C.

(1) TITLE AND LOCATION (City and State): **Discovery Way Extension/TMC Access Road (Port St. Lucie, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 — CONSTRUCTION (if applicable): 2014

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve served as Senior Field Technician and performed soil density testing, concrete testing, laboratory testing (Proctors, LBRs, percent-fines, etc.) as well as ditch demucking observations during this roadway construction project.

D.

(1) TITLE AND LOCATION (City and State): **Okeechobee Oak Park Drainage Improvement Project (Okeechobee, FL)**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION (if applicable): 2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve served as a full-time Senior Field Technician and performed soil and rock density testing, concrete testing and laboratory testing (Proctors, LBRs, percent-fines, etc.) for this drainage improvement project in Okeechobee, FL.

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)
Crosstown Parkway, from Manth Lane to Floresta Drive, and U.S. Highway 1 at Village Green Drive (Port St. Lucie, Florida)	2014	2015

23. PROJECT OWNER'S INFORMATION

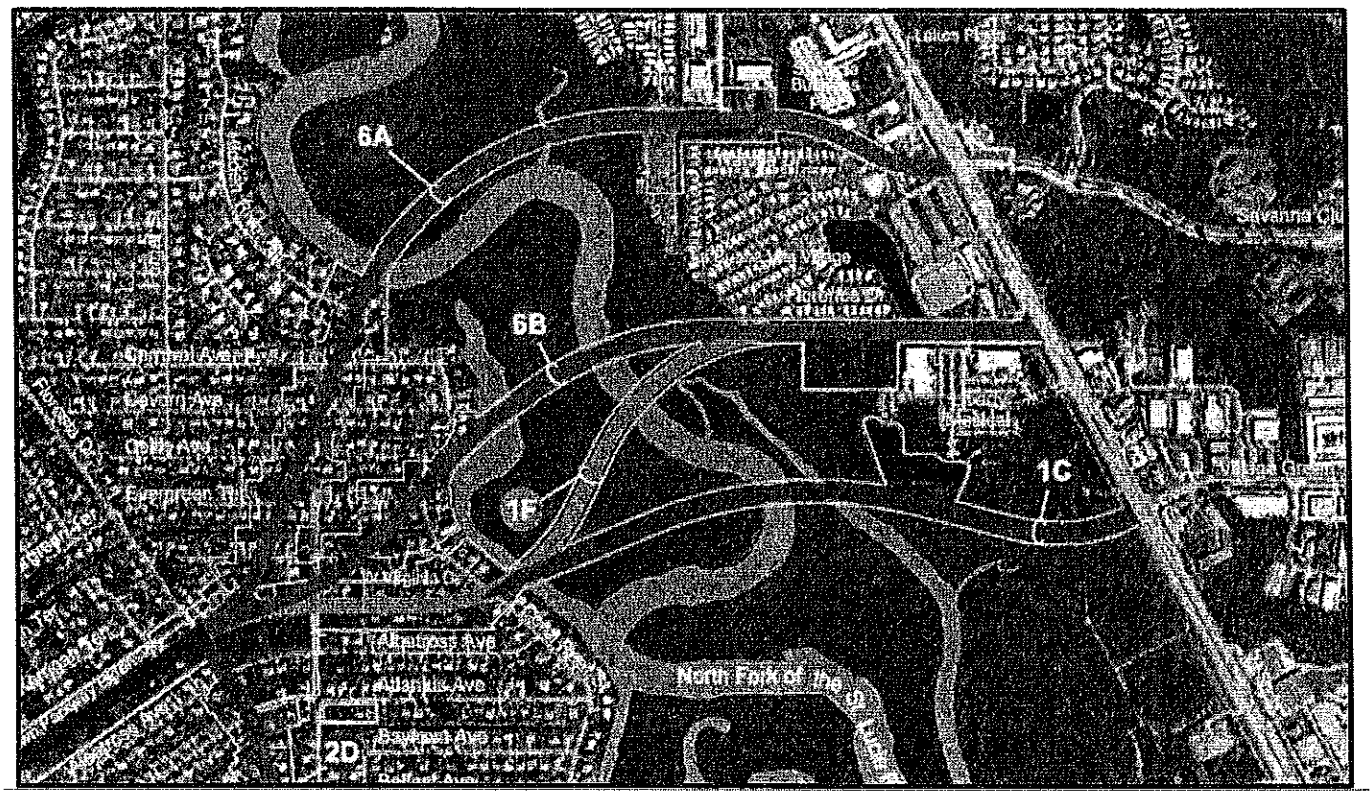
a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	c/o Mr. Brian Mirson with American Consulting Professionals	(561) 253-9550

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

AACE was included on a team of engineering firms to prepare the Design Build Criteria package for the final segment of the City's Crosstown Parkway project. Headed by American Consulting Professionals, AACE was one of two Geotechnical Engineering firms that provided subsurface consulting for the project. Specifically, AACE provided the following services for Alternative 1C (extending Crosstown Parkway from Manth Lane, across the North Fork of the St. Lucie River, to U.S. Highway 1, at it's intersection with Village Green Drive (approximately 1.96 miles):

- Reviewed existing soil information along the alignment;
- Performing 60+ hand (bucket) auger borings along the proposed alignment;
- Performing 18 solid stem auger borings relative to future stormwater ponds;
- Performing LBR testing of subgrade soils along the alignment;
- Sampling and coordinating soil corrosion series testing;
- Coring pavement along West Virginia Drive, Village Green Drive and U.S. Highway 1;
- Conducting 4 Double Ring Infiltration (DRI) testing within shallow roadside swales;
- Preparing a Roadway Soil Survey Report detailing our findings and providing site preparation recommendations;
- Preparing a Mast-Arm Foundation Report for US1/Village Green Drive and for Crosstown/Floresta Intersections;
- Performing a Level 2 Contamination Screening Assessment at the intersection of U.S. Highway 1 and Village Green Drive;

AACE's budget for our services was approximately $90,000.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly with the Owner's Design Engineer
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: 2

21. TITLE AND LOCATION (City and State): **Kanner Highway & Interstate 95 Interchange Improvement Project (Stuart, Florida)**

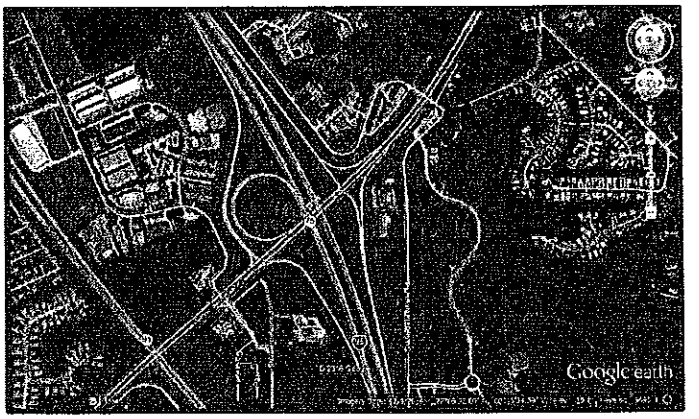
22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2014	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Martin County Engineering Department	Mr. Bobby Byrd	(772) 221-2300

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

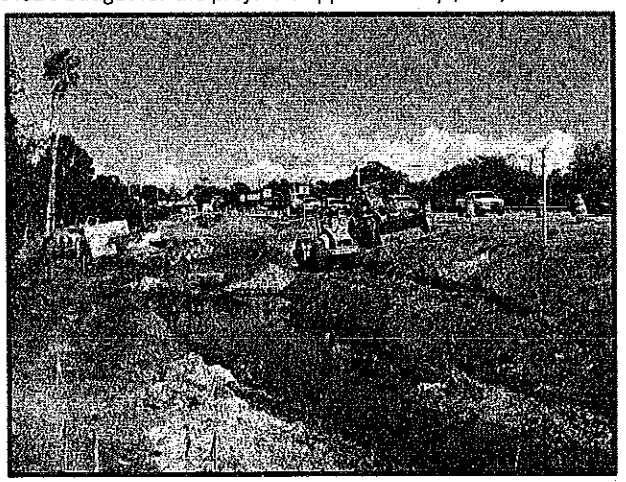


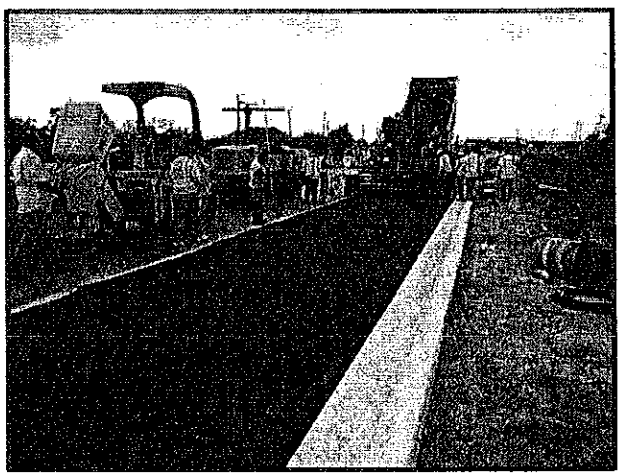
Due to excessive traffic congestion, Martin County and the FDOT partnered (through a LAP agreement) to construct improvements to Kanner Highway and the on- and off-ramps of Interstate 95. Improvements included lane widening, construction of additional turn lanes, drainage improvements, installation of drilled shafts for new mast-arm signalization, removal of unsuitable soils, and the construction of several retaining walls. AACE, through our continuing service contract with Martin County, was requested to perform construction materials testing services for the improvements in accordance with all applicable FDOT specifications. AACE's Project Manager, David P. Andre, P.E., works closely with Martin County's staff as well as FDOT personnel (including entering all testing data into the FDOT's LIMS testing database and preparing an FDOT Earthwork Density Log Book).

AACE's team of FDOT/CTQP-certified technicians are currently performing significant testing for the project, including the following:

- Soil and rock density testing for roadway embankment and drainage improvements
- Preparation and data entry into an FDOT Earthwork Log Book
- Laboratory characterization testing of soil (percent fines, moisture content, organic content, etc.)
- LBR and Proctor testing
- Compressive strength of concrete testing
- Asphalt coring, asphalt backscatter density testing and paving inspections
- Drilled concrete and slurry testing
- Roadway string-line inspections
- Roadway cross-slope determinations
- Backfilling monitoring

AACE's budget for the project is approximately $240,000.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly to the Owner
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Port St. Lucie City-Wide Water Main Replacement Project (Port St. Lucie, Florida)	2012	2013

23. PROJECT OWNER'S INFORMATION

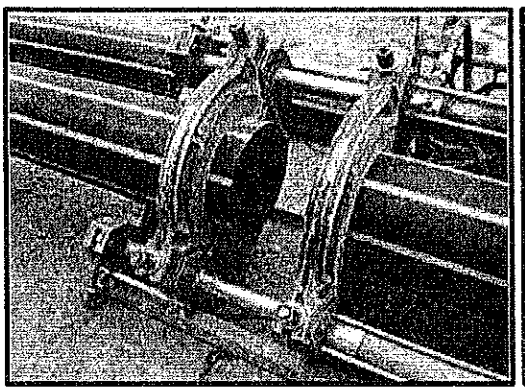
a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Port St. Lucie Utility Services Dept.	Ms. Lisa Campbell	(772) 873-6301

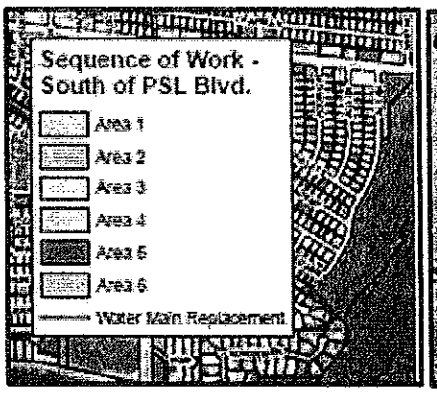
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

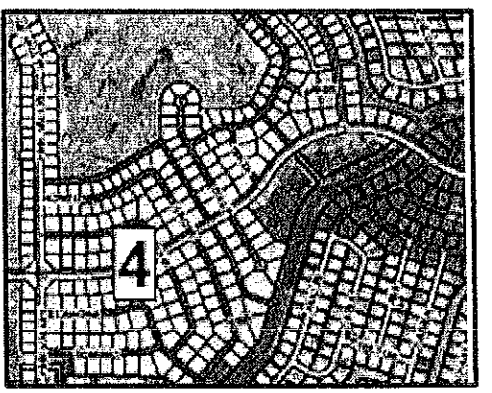
AACE was requested to provide Geotechnical Consulting and Construction Materials Testing services relative to the expedited replacement of more than 50 miles of water main (ranging from 4-inch diameter to 12-inch diameter mains) throughout the central and eastern portions of Port St. Lucie. Thousands of density tests were conducted on pipe trench backfill. Due to potential impacts to residents and businesses, numerous operations were performed between the hours of 10pm and 6am, requiring a full-time presence by an AACE Senior Field Technician. Services that AACE performed included the following:

- Laboratory Proctor and LBR Testing
- Density Testing of Trench Backfill and Roadway Base Rock
- Sampling of Water for Bacteriological (Bac-T) Testing
- Concrete Testing for Sidewalk and Driveway Repairs

AACE's budget for the project was approximately $150,000.







25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly to the Owner
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.)

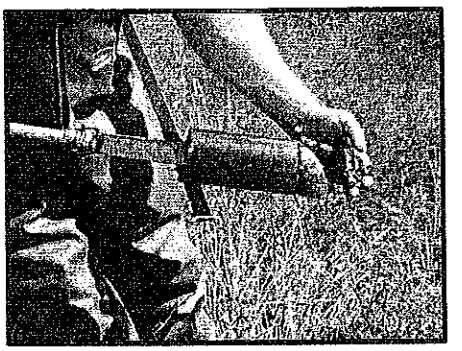
20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Village Parkway, from Becker Road to Tradition Parkway (Port St. Lucie, Florida)	2007	2011

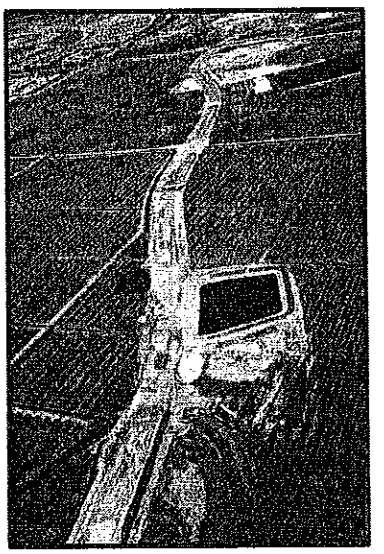
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Mr. James Angstadt, P.E.	(772) 871-5177

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

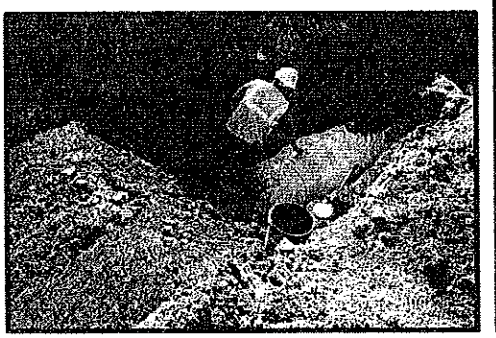


AACE was retained by the City of Port St. Lucie to perform subsurface explorations and inspection/materials testing services during the construction of this proposed 6-lane, 4-mile roadway and associated utility improvements. AACE personnel performed more than 150 hand auger borings for the proposed roadways, and more than 50 SPT borings for proposed mast arm signal poles and large retention ponds (borrow areas). Due to the presence of shallow and variable, compressible clay soils combined with the significant quantity of embankment needed to raise the roadway to grade, settlement calculations revealed the potential for significant roadway settlements. Therefore, AACE recommended, designed and implemented a surcharge program for the project that was designed to address selected portions of the corridor. This solution to potential settlements eliminated the need for costly geo-textiles (estimated to cost more than $300k). During the project, AACE coordinated significant laboratory testing of soil samples (Atterberg Limits, sieve analysis, hydrometer testing, etc.) to ensure the most practical and economical solution to potential settlements.



Subsequent to our Geotechnical Engineering services during design, AACE provided construction materials testing of this roadway, beginning in August 2007 and ending in April 2011. AACE had as many as 4 technicians staffing the project to facilitate an aggressive construction schedule. Beyond typical field density testing, AACE also performed wetland/canal/ditch/reservoir demucking monitoring, surcharge monitoring, paving monitoring and piezometer installations accompanied by groundwater level monitoring. Our services included the following:

- Soil and rock density testing
- Laboratory characterization testing of soil (percent fines, moisture content, organic content, etc.) , permeability
- LBR and Proctor testing
- Compressive strength of concrete testing
- Paving observations
- Ditch and Reservoir demucking observations
- Backfilling monitoring
- Groundwater table monitoring



AACE's budget for the project was approximately $400,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly to the Owner
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION (City and State): **Numerous L.A.P. Funded Sidewalk Projects (Port St. Lucie, Florida)**

22. YEAR COMPLETED

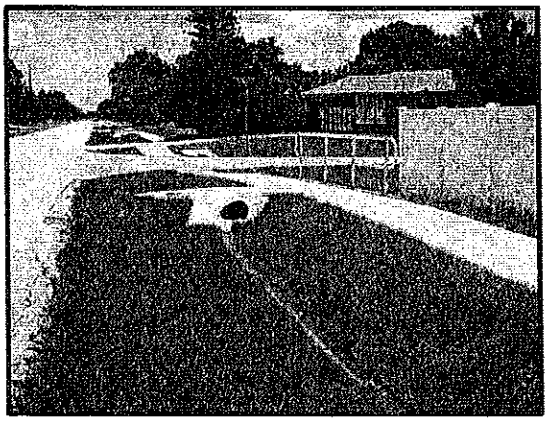
PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2011	2014

23. PROJECT OWNER'S INFORMATION

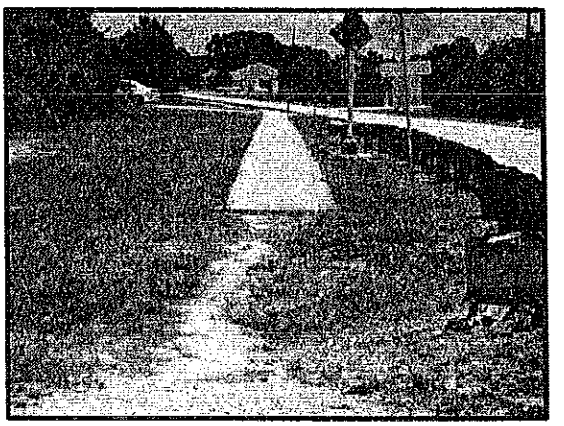
a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Mr. James Angstadt, P.E.	(772) 871-5177

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

AACE was selected to perform Geotechnical Engineering explorations and construction materials testing services for numerous sidewalk design and construction projects throughout the City of Port St. Lucie. A few representative projects included the following:

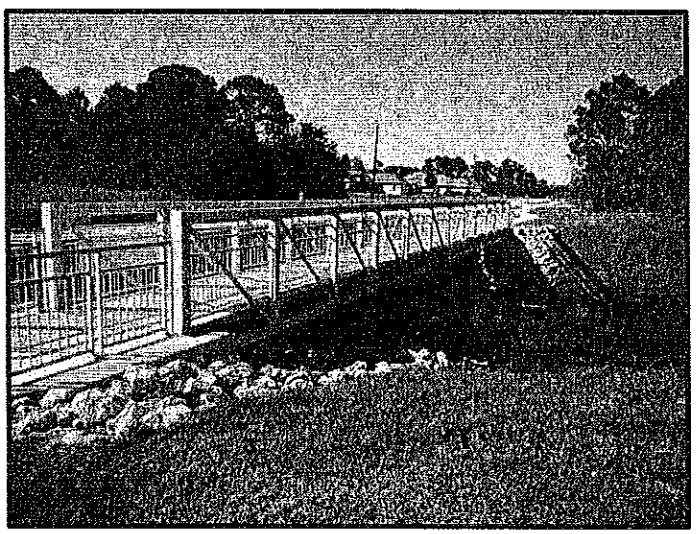


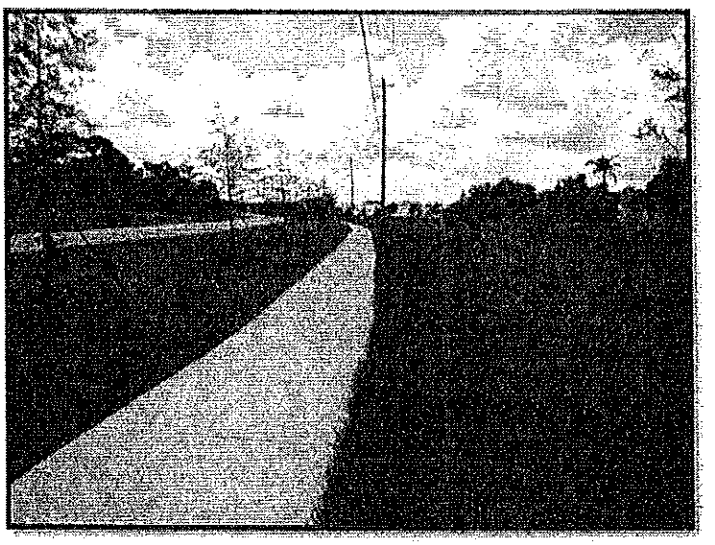
- Marion Avenue Sidewalk ($10,000)
- Lyngate Drive Sidewalk and Drainage Improvements ($7,500)
- Melaleuca Boulevard Sidewalk ($3,500)
- Savona Boulevard Sidewalk and Pedestrian Bridge ($5,000)
- Mariposa Avenue Sidewalk ($2,500)
- Tiffany Avenue Sidewalk ($3,500)
- Thornhill Avenue Sidewalk ($2,800)
- Morningside Avenue Sidewalk ($2,500)
- Floresta Boulevard Sidewalk ($2,500)
- Darwin Boulevard Sidewalk and Pedestrian Bridge ($5,000)



Where AACE provided design services, we routinely performed one 5-foot auger boring for every 250 l.f. of planned sidewalk. Laboratory testing of selected soil samples would then be performed to explore the characteristics and behavior of the foundation soils. During construction, AACE testing personnel would perform soil density testing of the sidewalk subgrade, and explore the compressive strength of concrete used in sidewalk construction.

For the Savonna Bouelvard pedestrian bridge, AACE performed soil density and concrete testing in accordance with FDOT standards and specifications, including entering all test results associated with the bridge into the LIMS database.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted with the Owner
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Railroad Avenue, from Indian Street to Garden Street (Stuart, Florida)	2013	2014

23. PROJECT OWNER'S INFORMATION

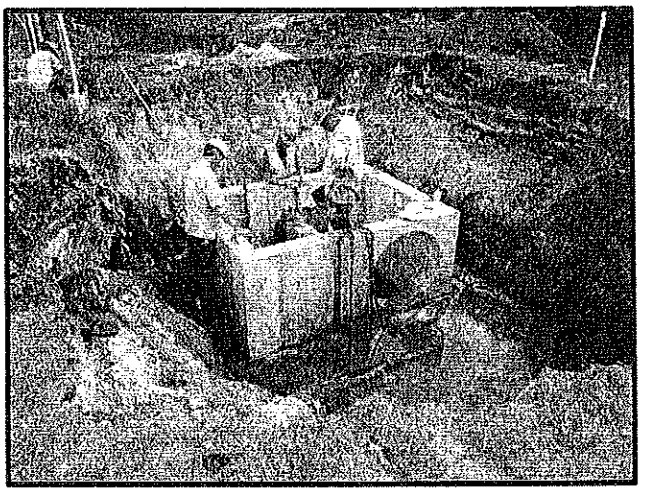
a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Martin County Engineering Department	Mr. Paul Bangs, P.E.	(772) 463-2848

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

AACE was requested to perform construction materials testing services for Martin County's ½ mile Railroad Avenue project beginning in 2013. While on-site, our scope of services was modified to include CEI services for Martin County (supplementing the efforts performed by the County's inspectors). Due to the presence of reported petroleum contamination throughout the alignment, no dewatering was permitted during construction. Therefore, the use of coarse aggregate and alternative compaction techniques became necessary, with AACE's Brian Smith providing crucial and timely recommendations in this regard. Significant soil sampling and analytical testing of soil was performed to assist in determining the ultimate disposition of soils generated during this "cut" project. AACE Services included the following:

- Soil and rock density testing
- Laboratory characterization testing of soil (percent fines, moisture content, organic content, etc.)
- LBR and Proctor testing
- Compressive strength of concrete testing
- Construction Engineering Inspection
- Paving observations
- Soil sampling for contamination determinations
- Backfilling monitoring

AACE's budget for the project was approximately $60,000.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly to the Owner
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

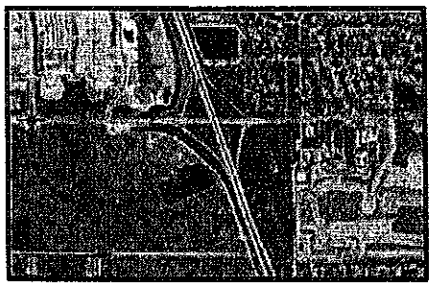
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Community Boulevard (Port St. Lucie, Florida)	2007	2010

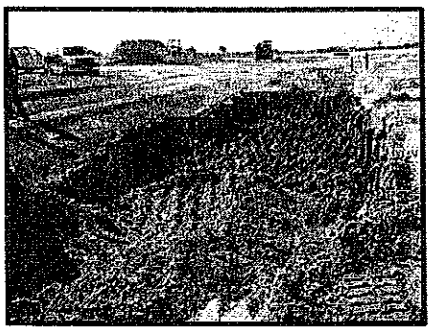
23. PROJECT OWNER'S INFORMATION

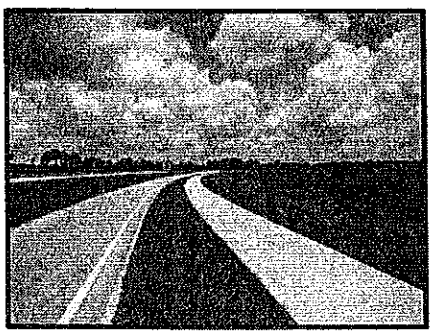
a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Mr. James Angstadt, P.E.	(772) 871-5177

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

AACE was retained by the City of Port St. Lucie to perform subsurface explorations and inspection/materials testing services during the construction of this proposed 4-lane, 1-mile roadway and associated utility improvements. AACE personnel performed more than 50 hand auger borings for the proposed roadways, and more than 20 SPT borings for proposed mast arm signal poles and large retention ponds (borrow areas). The alignment also crossed several major drainage canals, ditches and wetlands. Therefore, AACE assisted in determining the quantity of undesirable soils and muck from these elements.







Subsequent to our Geotechnical Engineering services during design, AACE provided construction materials testing of this roadway, beginning in 2009 and ending in 2010. AACE has had as many as 3 technicians staffing the project to facilitate an aggressive construction schedule. Our testing services included the following:

- Soil and rock density testing
- Laboratory characterization testing of soil (percent fines, moisture content, organic content, etc.)
- LBR and Proctor testing
- Compressive strength of concrete testing
- Paving observations
- Ditch, canal and wetland demucking observations
- Backfilling monitoring
- Groundwater table monitoring

AACE's budget for the project was approximately $150,000.

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly to the Owner
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Discovery Way, East and West (Port St. Lucie, Florida)	2009	2010

23. PROJECT OWNER'S INFORMATION

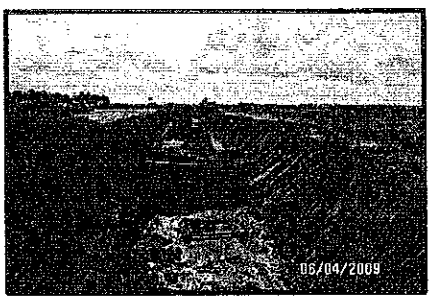
a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Mr. James Angstadt, P.E.	(772) 871-5177

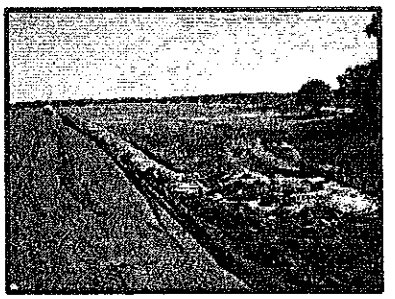
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

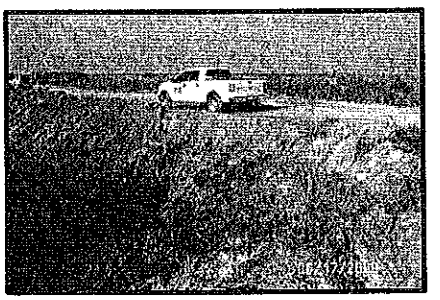
AACE was retained by the City of Port St. Lucie to perform subsurface explorations and inspection/materials testing services during the construction of this proposed 2-lane, 1/2-mile roadway and associated utility improvements. AACE personnel performed more than 50 hand auger borings for the proposed roadways. The alignment was designed/constructed atop a major agricultural drainage canal. Therefore, AACE assisted in determining the quantity of undesirable soils and muck from this waterway. AACE also provided construction materials testing of this roadway, beginning in 2009 and ending in 2010. AACE has had as many as 3 technicians staffing the project to facilitate an aggressive construction schedule. Our services included the following:

- Soil borings to explore the depth of deleterious subsurface conditions
- Muck probing within canals and wetlands
- Permeability Testing
- Soil and rock density testing
- Laboratory characterization testing of soil (percent fines, moisture content, organic content, etc.)
- LBR and Proctor testing
- Compressive strength of concrete testing
- Paving observations
- Ditch demucking observations
- Backfilling monitoring
- Groundwater table monitoring

AACE's budget for the project was approximately $60,000.







25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly to the Owner
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 9
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)	
Discovery Way Extension, Tradition Medical Center Access Route (Port St. Lucie, Florida)	2013	2014	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Tradition Florida	Mr. Darren Weimer, P.E.	(772) 370-2468

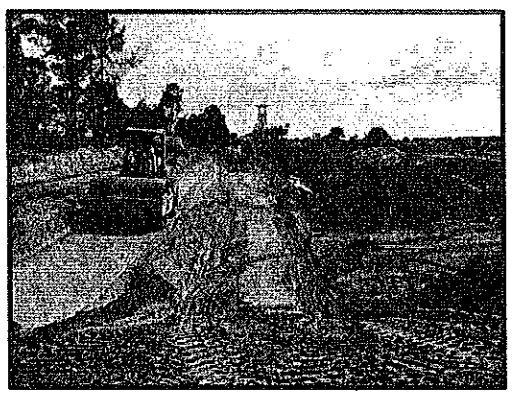
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

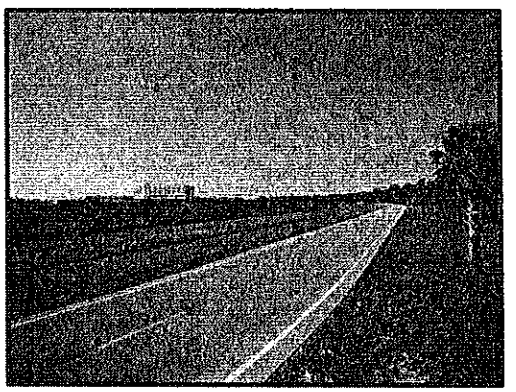
AACE was retained by Tradition Florida (the developer of the Tradition area of Port St. Lucie, Florida) to perform subsurface explorations relative to the design of approximately ½ mile of 2-lane roadway. The road was an extension of Discovery Way East (for which AACE performed geotechnical consulting and materials testing services on behalf of the City of Port St. Lucie) and also an alternative/emergency route for the newly constructed Tradition Medical Center (a new 9-story hospital recently for which AACE has performed geotechnical consulting and materials testing services on behalf of Martin Health System since 2010). The roadway was constructed atop a major canal (Duda Canal, approximately 15 feet deep and 75 feet wide). Therefore, AACE provided canal reclamation recommendations to be followed during roadway construction.

AACE provided construction materials testing of this roadway, beginning in mid 2013 and ending in 2014, that included the following:

- Soil borings to explore the depth of deleterious subsurface conditions
- Muck probing within canals and wetlands
- Soil and rock density testing
- Laboratory characterization testing of soil (percent fines, moisture content, organic content, Atterberg limits, etc.)
- LBR and Proctor testing
- Compressive strength of concrete testing
- Paving observations
- Ditch and wetland demucking observations
- Backfilling monitoring
- Groundwater table monitoring

The testing budget for the project was approximately $60,000.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly to the Owner
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: 10

21. TITLE AND LOCATION (City and State): **Tradition Medical Center (TMC), Phases I & II (Tradition, Port St. Lucie, Florida)**

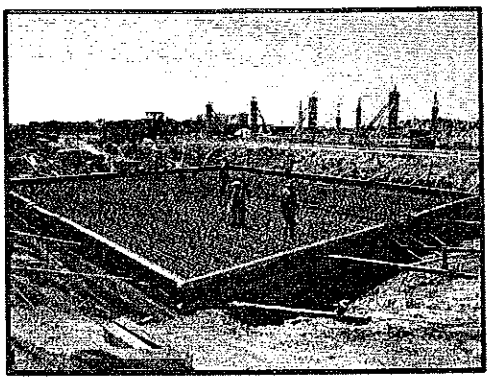
22. YEAR COMPLETED

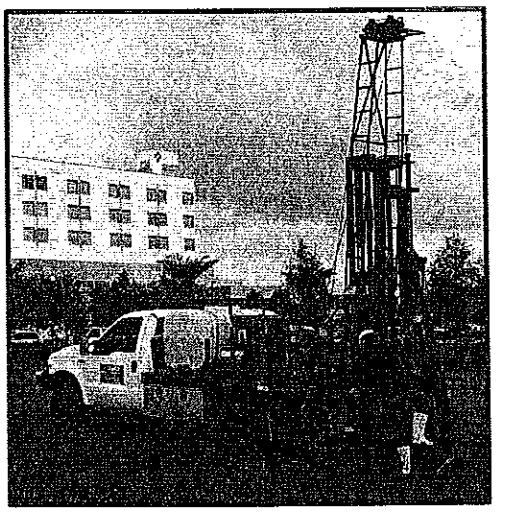
PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2011	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Martin Health System	Mr. Matt Kelly	(772) 223-5945

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

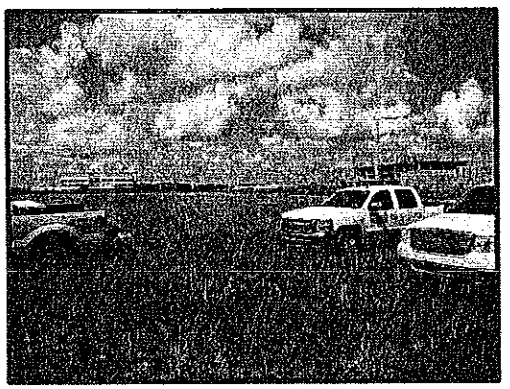




AACE was retained by Martin Health System to prepare a subsurface soil exploration and Geotechnical Engineering Evaluation of the proposed Tradition Medical Center (TMC) facility in 2011. Peter Andersen, P.E. coordinated the performance of numerous SPT borings to evaluate the suitability of the site's soils to support the then-proposed 9-story hospital structure, 4-story parking garage and numerous ancillary site features. Due to the presence of very loose silty soils and the associated risk of excessive settlements, a recommendation of Vibro Replacement Technique (VRT, or "stone columns") was made. AACE's engineering staff assisted the Owner in interviewing VRT contractors and subsequently monitored the VRT for adherence to the project's specifications and the relative effectiveness of the treatment. AACE was then selected by the Owner to perform construction materials testing for Phase I of the project, including earthwork observations, density testing, fill placement monitoring, concrete testing, etc. Subsequently, in 2014, AACE was retained by the Owner to provide supplemental Geotechnical Engineering services for Phase II of the project including two wing additions, increased parking and significant utility and drainage improvements. *We note that much of our services was performed alongside CPSL and PSLUSD personnel, including subgrade inspections, utility backfill, and the preparation of a density log book in accordance with PSLUSD specifications*. Services that AACE provided included the following:

- Soil borings (SPT and auger)
- Demucking estimates and monitoring
- Geotechnical Engineering analyses
- VRT Monitoring
- Soil and rock density testing
- Fill placement monitoring
- Concrete compressive strength testing
- Laboratory testing (including LBR and Proctor testing)
- Asphalt paving monitoring and testing
- Drainage explorations
- Water quality evaluation for Chiller Systems
- Paint thickness and Spray-On fire proofing thickness measurements

AACE's budget for the project was approximately $400,000.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Andersen Andre Consulting Engineers, Inc.	573 SW Biltmore Street Port St. Lucie, FL 34983	Geotechnical Engineer contracted directly to the Owner
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Peter G. Andersen, P.E.	Senior Project Engineer	X	X	X	X	X	X	X	X	X	X
David P. Andre, P.E.	Project/Contract Manager	X	X	X	X	X	X	X	X	X	X
Brian Smith	Senior Technician/Director of Operations	X	X	X	X	X	X	X	X	X	X
Ralph Lewis	Senior Technician/Lab Mgr.	X	X	X	X	X				X	X
Steve Mathis	Senior Technician	X	X	X		X				X	X
Paul Koch	Senior Technician	X	X	X	X			X	X		X
Jordan Sampson	Engineering Technician		X								X

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Crosstown Parkway, from Manth Lane to Floresta Blvd.	6	Railroad Avenue, from Indian Street to Garden Street
2	Kanner Highway and I-95 Interchange	7	Community Boulevard
3	Port St. Lucie City-Wide Water Main Replacement Project	8	Discovery Way, East and West
4	Village Parkway, from Becker Rd. to Tradition Parkway	9	Discovery Way Extension, Tradition Medical Center Access Route
5	Numerous L.A.P. Funded Sidewalk Projects for CPSL	10	Tradition Medical Center (Phases I & II)

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

As you evaluate our qualifications to provide Geotechnical Testing Services for the City of Port St. Lucie, we ask you to consider the following:

- *The experience of our Staff*. AACE's two Principal Engineers – Peter Andersen, P.E. and David Andre, P.E. – have more than 40 years of combined engineering and testing experience, the vast majority of which has been in Southeast Florida. Additionally, our pool of Field Technicians has an average of 15 years of testing experience, the great majority of which has been gained in Port St. Lucie.

- *AACE has been entrusted to be the Geotechnical Engineer of Record for numerous important City projects that have been characterized with "challenging" soil conditions*. At the request of the City as well as the City's trusted Civil Design firms, AACE Principals Peter Andersen, P.E. and David Andre, P.E. have provided expert Geotechnical Engineering services on many projects where potentially problematic soil conditions have been encountered. Peter and David, always keeping the best interests of the City of Port St. Lucie foremost in consideration, endeavor to evaluate construction alternatives to expedite the completion of the project and to negligibly impact the construction budget. Some examples of this philosophy include the following:

  ▶ Suggesting a surcharging program for 3,300 l.f. of Village Parkway as opposed to demucking the compressible plastic soils from this section. The surcharging was accomplished using existing soils and did not disrupt the Contractor's schedule.

  ▶ Reevaluating the reported limits/extents of plastic soils from Segment 2 of Becker Road. By performing additional explorations, AACE was able to recommend significantly reducing the originally proposed amount of clay soils to be excavated from 25,000 cubic yards to 6,400 cubic yards, or an approximately 75% reduction in soil removal/disposal costs.

- *We consider ourselves to be a public-sector consultant*. As of the date of this RFQ, we currently maintain Geotechnical Engineering and Materials Testing continuing contracts with Martin County, Indian River County, Okeechobee County, Martin County School Board and Indian River State College. AACE is not a "contractor's testing firm". Our client list primarily includes consulting and design engineers, property owners, school boards and municipalities. We believe that this philosophy reduces the appearance of any impropriety by clarifying the issue of whose interests we are serving (e.g., contractor versus owner). This philosophy will transcend to the City of Port St. Lucie through this contract.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	February 29, 2016

33. NAME AND TITLE

David P. Andre, P.E., Principal

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER **E-RFP #20150127**

PART II – GENERAL QUALIFICATIONS

2a. FIRM (OR BRANCH OFFICE) NAME Andersen Andre Consulting Engineers, Inc.		3. YEAR ESTABLISHED 2005	4. DUNS NUMBER 36 104 27 52
2b. STREET 573 SW Biltmore Street		5. OWNERSHIP a. TYPE Corporation	
2c. CITY Port St. Lucie	2d. STATE FL	2e. ZIP CODE 34983	b. SMALL BUSINESS STATUS No
6a. POINT OF CONTACT NAME AND TITLE David P. Andre, P.E., President		7. NAME OF FIRM (if block 2a is a branch office)	
6b. TELEPHONE NUMBER (772) 807-9191	6c. E-MAIL ADDRESS dandre@aaceinc.com		
8a. FORMER FIRM NAME(S) (if any)		8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPOLYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) Firm	c. No. of Employees (2) Branch
12	Civil Engineer	1	
23	Environmental Engineer	1	
27	Foundation/Geotechnical Engineer	1	
58	Technician/Analyst	5	
	TOTAL	8	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
B02	Bridges	1
C10	Commercial Buildings (low rise), Shopping Centers	2
E02	Educational Facilities, Classrooms	1
E09	Environmental Impact Studies, Assessments	2
H07	Highways, Streets	2
H11	Housing (Residential, Multi-family, Apartments)	1
I06	Irrigation/Drainage	1
L04	Libraries	1
M06	Mining and Mineralogy	1
O01	Office Buildings	2
R04	Recreational Facilities	1
R11	Rivers, Canals, Waterways	1
S05	Soils & Geologic Studies, Foundations	4
S13	Stormwater Handling Facilities	2
T02	Testing and Inspection Services	4
W01	Warehouses and Depots	1
W02	Water Resources	1
W03	Water Supply	1
H09	Hospitals, Medical Facilities	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	5
c. Total Work	5

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,0000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE

b. DATE
February 29, 2016

c. NAME AND TITLE
David P. Andre, P.E., President/Principal

Continuing Geotechnical Services

Post-it® Fax Note 7671	Date	# of pages ▶
To CITY OF PSL	From G. NOLTE	
Co./Dept.	Co. MC ENG/ECO	
Phone #	Phone # 772 221 2380	
Fax # 772 871 7337	Fax #	

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc.

Reference: Martin County Engineering Dept. Fax #: 772-288-5955
Email: gnolte@martin.fl.us Telephone #: 772-221-2380
Person to contact: Mr. Greg Nolte, E.I.

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Danforth Creek

Was the project completed on time and within budget? YES

How many GEO projects has this firm completed for you within the past 5 years? 6-8

What problems were encountered (claims)? NONE

How many change orders were requested by this firm? NONE

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	10	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	8	Reliability	10

Would you contract with this firm again? Yes [X] No [ ] Maybe [ ]

Comments:
AACE HAS ALWAYS BEEN VERY PROFESSIONAL AND RELIABLE. THEY HAVE PERFORMED ON TIME WITH VERY WELL ORGANIZED REPORTS. THEY HAVE WORKED WELL WITH THE COUNTY WHEN BUDGETS NEEDED TO BE ADJUSTED AMOUNT CONTRACT TASKS, AND HAVE NOT REQUESTED ANY CHANGE ORDERS.

Thank you.

QUESTION # 8

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: RADISE International, L.C.

Reference: Broward County Mast Arms Fax #: (561) 684-6360
Email: cgiordano@calvin-giordano.com Telephone #: (561) 684-6161
Person to contact: Chris Giordano, Principal, Calvin, Giordano & Assoc. (Owner Broward County)

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	9	Final Product	9
Qualifications	9	Cooperation	9
Budget Control	9	Reliability	9

Would you contract with this firm again? Yes [✓] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc.

Reference: Martin County Engineering Dept. Fax #: 772-288-5955
Email: pbangs@martin.fl.us Telephone #: 772-463-2848
Person to contact: Mr. Paul Bangs, P.E. Paul J Bangs

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Railroad Avenue - GEOTECH, CONSTRUCTION MATERIALS TESTING, CEI INSPECTION, CONTAMINATED SOIL DISPOSAL MONITORING, ETC.

Was the project completed on time and within budget? YES

How many GEO projects has this firm completed for you within the past 5 years? AT LEAST 20

What problems were encountered (claims)? NONE

How many change orders were requested by this firm? NONE - OTHER THAN ADDITIONAL WORK REQUESTED BY THE COUNTY

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	10	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

Would you contract with this firm again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc.

Reference: Martin County Engineering Dept. Fax #: 772-288-5955
Email: bbyrd@martin.fl.us Telephone #: 772-221-2300
Person to contact: Mr. Bobby Byrd

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Kanner Highway & I-95. Contract amount is $236,000.00. Provide material testing, LIMS input, density log book and drill shaft inspections.

Was the project completed on time and within budget? On-going

How many GEO projects has this firm completed for you within the past 5 years? 1

What problems were encountered (claims)? NONE

How many change orders were requested by this firm? NONE

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	10	Final Product	On-going
Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

Would you contract with this firm again? Yes [X] No [ ] Maybe [ ]

Comments: AACE personnel is readily available for review & testing on-site. Test results are submitted in a timely fashion. The company is aware of JPO budget and make every effort to stay within the project budget.

Thank you.

Continuing Geotechnical Services

QUESTION # 8

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: Continuing GEO Services

Bidder/Respondent: Andersen Andre Consulting Engineers, Inc. (AACE)

Reference: Seacoast Utility Authority (SUA) Fax #: 561-624-2839
Email: bselle@sua.com Telephone #: 561-627-2900
Person to contact: Mr. Brandon Selle

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. Geotech investigation and reports for pipeline, HDD, Buildings, Chemical Storage tanks and 2MG Water Storage tank projects

Was the project completed on time and within budget? Yes

How many GEO projects has this firm completed for you within the past 5 years? More than 10

What problems were encountered (claims)? No

How many change orders were requested by this firm? None

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	10	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

Would you contract with this firm again? Yes [X] No [ ] Maybe [ ]

Comments:

Thank you.

QUESTIONNAIRE

E-RFP #20150127
Continuing GEO Services

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 29th day of February, 2016

Ardaman & Associates, Inc.
Name of Organization / Proposer

1. Where is your assigned staff's office located for this contract, including address, telephone, fax number, e-mail address and contact person?

   Port St. Lucie Branch Office
   460 NW Concourse Place, Unit #1
   Port St. Lucie, FL 34986
   (P) 772-878-0072 (F) 772-878-0097

   Dan J. Zrallack, P.E.
   dzrallack@ardaman.com

2. Will your firm accept payment by Credit Card (yes or no)? **Yes**
3. List all proposed personnel assigned to this project to include title, certifications, and years of experience.

Staff / Company Name	Title	Years Experience	Licenses	Certifications	Other
Dan Zrallack, P.E.	Project Manager	19	Professional Engineer Florida License #63911		
Zan Bates, P.E.	Sr. Geotechnical Engineer	24	Professional Engineer Florida License #49917		
Roberto Balbis, P.E.	Sr. Consultant	43	Professional Engineer Florida License #15832	Special Inspector (Threshold Bldg.) Florida License #0013	
Roxanne Gause, P.E.	Asbestos Consultant	23	Professional Engineer Florida License #53261	Asbestos Consultant Florida License #00046	
Joe Christensen	Asphalt Technician	37		CTQP Asphalt Plant Technician – Level 1 & 2 CTQP Asphalt Plant Technician – Level 1 & 2 CTQP Asphalt Paving Technician – Level 1	

Bruce Barnwell	Sr. Technician	39		CTQP LBR Technician CTQP Aggregate Field Testing Technician CTQP Aggregate Lab Testing Technician	
Thomas Cahill	Sr. Technician	10		Nuclear Density Gauge ACI Field Testing Tech.	
William Cornelius	Sr. Technician	8		Nuclear Density Gauge ACI Field Testing Tech. CTQP Earthwork I CTQP Concrete Testing	
Evens St. Louis, E.I.	Engineer Intern Sr. Technician	<1		Nuclear Density Gauge	
Carlo Fevrius	Engineer Intern Sr. Technician	2		Nuclear Density Gauge	
Trent Duke	Engineer Technician	2		Nuclear Density Gauge	

4. List similar GEO services contracts related to **Water and Waste Water Pipeline** projects awarded by other government agencies, to your firm in the past five (5) years. (Do not include the City of Port St. Lucie projects).

Project	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
City of Stuart Water Main Improvements Project, Stuart	March 2015	Construction Materials Testing	No	Prime Consultant	$40,000
FPL Martin Power Plant Fire Main Replacement, Indiantown	January 2016	Construction Materials Testing	No	Prime Consultant	$8,500
North 2nd Street Improvements, Fort Pierce	March 2015	Construction Materials Testing	No	Prime Consultant	$85,000
Midway Road Widening	July 2015	Construction Materials Testing	No	Prime Consultant	$500,000
Indian River Estates Water Main, Fort Pierce	June 2012	Geotechnical Evaluation and Construction Materials Testing	Yes	Prime Consultant	$155,000
A1A and CR 510 Water Main Repair, Wabasso	August 2014	Construction Materials Testing	Yes	Prime Consultant	$800

Sunrise Boulevard Water Main	August 2015	Construction Materials Testing	Yes	Prime Consultant	$2,000
				Total Amount	**$714,800**

5. List similar **Road & Bridge** GEO services contracts, awarded by other government agencies, to your firm in past five (5) years.

Project	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
Midway Road Widening, Fort Pierce	July 2015	Construction Materials Testing	No	Construction Materials Testing	$500,000
North 2nd Street, Fort Pierce	March 2015	Construction Materials Testing	No	Construction Materials Testing	$85,000
66th Avenue Widening, Vero Beach	October 2012	Construction Materials Testing	Yes	Construction Materials Testing	$150,000
A1A Reconstruction, Fort Pierce	February 2011	Subsurface Soil Exploration, Geotechnical Engineering Evaluation and Construction Materials Testing	Yes	Subsurface Soil Exploration, Geotechnical Engineering Evaluation and Construction Materials Testing	$121,000
Bridge Road Improvements, Hobe Sound	December 2011	Roadway Soil Survey	Yes	Subsurface Soil Exploration and Geotechnical Engineering Evaluation	$16,000
Melody Lane Fishing Pier, Fort Pierce	June 2015	Construction Engineering Inspection, Pile Certification and Construction Materials Testing	Yes	Construction Engineering Inspection, Pile Certification and Construction Materials Testing	$18,000
Boat Ramp Road Arched Culvert, Palm City	December 2015	Subsurface Soil Exploration and Geotechnical Engineering Evaluation	Yes	Subsurface Soil Exploration and Geotechnical Engineering Evaluation	$2,800
Britt Road Bridge, Jensen Beach	July 2012	Subsurface Soil Exploration and Geotechnical Engineering Evaluation	Yes	Subsurface Soil Exploration and Geotechnical Engineering Evaluation	$10,000
Indian Street Bridge, Palm City	November 2013	Geotechnical EOR	Yes	Subsurface Soil Exploration and Geotechnical Engineering Evaluation, Pile Driving Inspection	>$250,000
				Total Amount	**$1,152,800**

6. Describe any significant or unique accomplishment in previous GEO services contracts, for e.g. - budget reductions, time reductions, and/or reduction in change orders. Include any additional data pertinent to firm's capabilities.

   Ardaman has introduced the Agile system for managing construction materials testing services. Our technicians are equipped with Smartphones that have the Agile software onboard. With this resource they are able to obtain needed information from Ardaman's files in real time, including the results of past tests, site and building survey info, laboratory data (proctors, LBR's, etc.), and employ that information during field testing. The field test results can be immediately entered into the Smartphone and uploaded to the home office for processing, engineer review and reporting. This system allows our field staff to be more efficient and accurate. Reports are prepared more quickly and the clients are informed of their needed information faster, enhancing the construction schedule.

   Ardaman's local engineers have significant knowledge in the evaluation of slopes associated with canals, ponds and other water resource facilities. Instability of such slopes are fairly common in the Treasure Coast area, and Ardaman has evaluated and designed economical remedial measures for many such slopes in the area.

   Ardaman's engineers are proficient in conducting pavement assessments using the innovative Falling Weight Deflectometer (FWD) technology. This device employs a dynamic hammer to evaluate the strength and structural number of a roadway pavement. Using this device greatly reduces the amount of costly roadway cores and provides superior data used to evaluate existing pavement condition. It also allows an evaluation to be completed much more quickly with many more data points than conventional coring. We have used this technology to save our public clients time and cost for pavement evaluation and assessment projects. FDOT is currently utilizing FWD technology in roadway pavement evaluations throughout Florida.

   Ardaman's office in St. Lucie County includes a testing laboratory certified by the Construction Materials Engineering Council (CMEC). In addition, all of our branch offices have access to Ardaman's Advanced Geotechnical Testing laboratory (AAGTL) in Orlando, FL. This fully automated laboratory is among the finest and best equipped in the Southeastern United States. The equipment and staff in this facility can provide virtually any soils test for classification, strength, compressibility, permeability, etc. Providing this wide range of sophisticated testing in-house affords Ardaman the capability of providing test results that are accurate and can be provided without the need for subconsultants.

   Ardaman's resource inventory includes several types of geophysical testing devices including ground penetrating radar, electrical resistivity, electromagnetism and seismic methods. Although these devices are not typically used on a daily basis, the ability to quickly employ them when needed, without the burden of retaining a subconsultant, has been beneficial to our clientele.

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.

8. Using the Reference Check Form attached, provide, contact names, telephone and fax numbers and email addresses for EACH government agency listed in question #5.

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:

	Date Issued

CERTIFICATION:

This E-RFP is submitted by: Name (print) Dan J. Zrallack 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	Branch Manager / Project Manager Title

(Balance of Page Intentionally Left Blank)

State of Florida
Department of State

I certify from the records of this office that ARDAMAN & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 2, 1990, effective December 28, 1989.

The document number of this corporation is L40551.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 8, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of January, 2016

Ken Detzner

Secretary of State

Tracking Number: CC0238907425

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Board of Professional Engineers

Attests that

Ardaman & Associates, 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: 5950

Audit No: 228201700887

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: 05/12/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1405120001335

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, 2017

ARDAMAN & ASSOCIATES INC
ROXANNE LEWIS GAUSE
8008 SOUTH ORANGE AVENUE
ORLANDO FL 32801

ISSUED: 11/17/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1511170001954

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ARDAMAN & ASSOCIATES, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
8008 SOUTH ORANGE AVENUE

Requester's name and address (optional)

City, state, and ZIP code
ORLANDO, FLORIDA 32809

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
5 9 - 2 9 8 4 4 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer ider waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ January 27, 2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

(cont.)

Cat. No. 10231X Form **W-9** (Rev. 8-2013)

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: Ardaman & Associates, Inc.

Reference: St. Lucie County Engineering Division Fax #: 772-462-2362
Email: powleym@stlucieco.org Telephone #: 772-462-1707
Person to contact: Michael Powley, P.E. – County Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent:

Reference: City of Fort Pierce Engineering Department Fax #: N/A
Email: ttelle@city-ftpierce.com Telephone #: 772-467-3776
Person to contact: Tracy Telle, P.E. – Assistant City Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent:

Reference: Indian River County Engineering Division Fax #: N/A
Email: rszpyrka@ircgov.com Telephone #: 772-226-1221
Person to contact: Richard Szpyrka, P.E. – Asst. Public Works Director
Michael Nixon, P.E. – Project Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent:

Reference: Martin County Engineering Division Fax #: N/A
Email: pbangs@martin.fl.us; gdzama@martin.fl.us Telephone #: 772-463-2837
Person to contact: Paul Bangs, P.E.
George Dzama, P.E.

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

E-RFP #20150127
Continuing GEO Services

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant Nadim F. Fuleihan who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide services for a project known as **#20150127 - Continuing GEO Services.**

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Ardaman & Associates, Inc.
Name of Firm

By: President

The foregoing instrument was acknowledged before me by Nadim F. Fuleihan

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 26th day of February, 2016.

(SEAL)

Signature

Notary Public State of Florida
Deborah A Strott
My Commission EE 884733
Expires 05/14/2017

DEBORAH A. STROTT
Notary Name (typed or printed)

Notary
Title or Rank

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 _____, 20__.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(Seal)

DRUG-FREE WORKPLACE FORM

E-RFP #20150127
Continuing GEO Services

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

February 29, 2016
Date

E-RFP #20150127
Continuing GEO Services.

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 #20150127, all Applicable Current Licenses (state and professional), W-9, Reference Forms, Drug-Free Workplace Form, and E-RFP 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

__X__ W-9

__X__ Reference Forms

__X__ Drug Free Workplace Form

__X__ Checklist

__X__ File #2 - Form 330

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Continuing Geotechnical (GEO) Services

2. PUBLIC NOTICE DATE
December 22, 2015

3. SOLICITATION OR PROJECT NUMBER
E-RFP #20150127

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Dan J. Zrallack, P.E., Branch Manager

5. NAME OF FIRM
Ardaman & Associates, Inc. – Port St. Lucie Office

6. TELEPHONE NUMBER
(772) 878-0072

7. FAX NUMBER
(772) 878-0097

8. E-MAIL ADDRESS
dzrallack@ardaman.com

C. PROPOSED TEAM

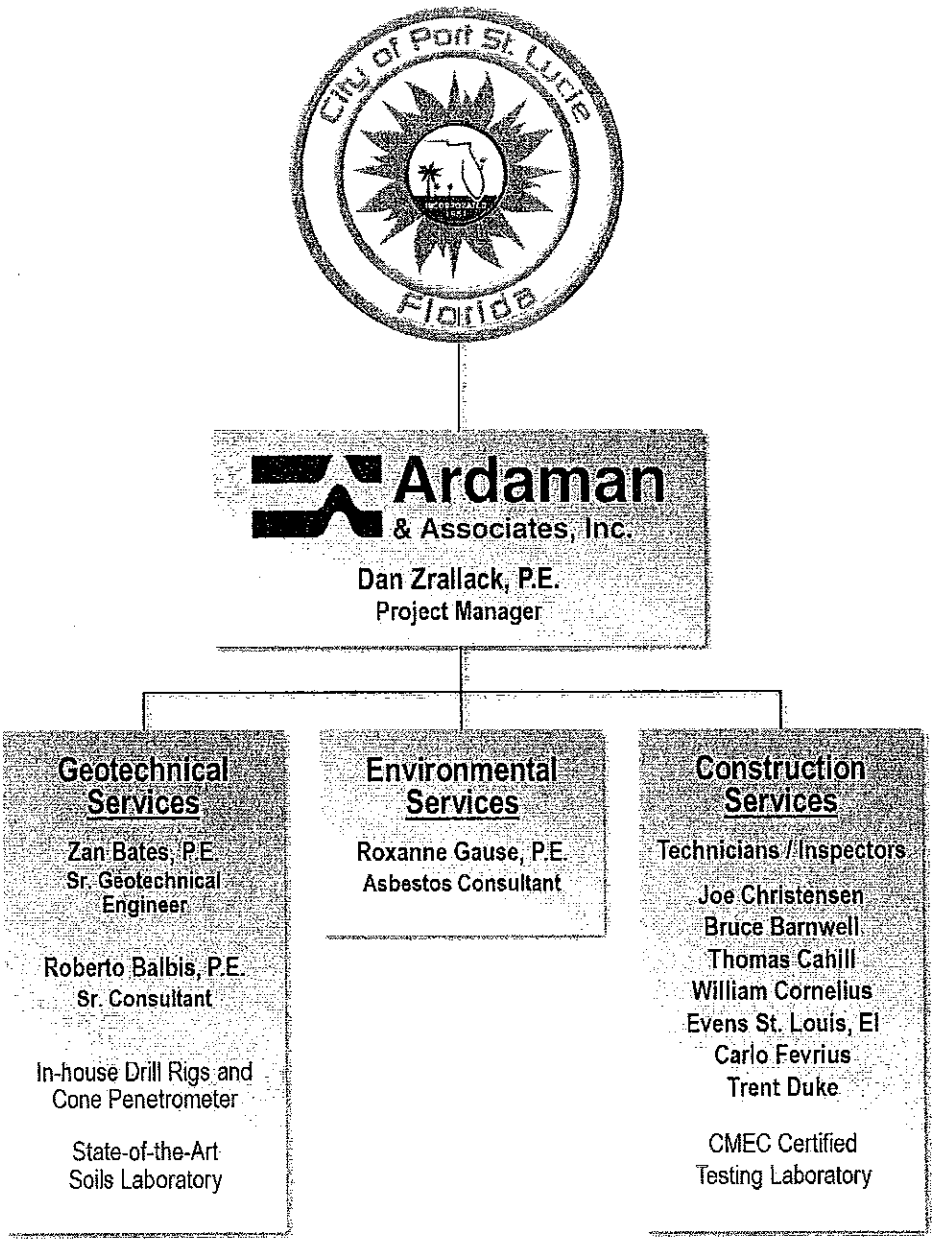
(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	J-V PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			**Ardaman & Associates, Inc.** ☒ CHECK IF BRANCH OFFICE	**460 NW Concourse Place Unit 1 Port St. Lucie, FL 34986**	**Geotechnical Engineering Services**
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ *(Attached)*

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 EXPEREINCE	
		a. Total	b. With Current Firm
Dan J. Zrallack, P.E	**Project Manager**	**19**	**19**

15. FIRM NAME AND LOCATON *(City and State)*

Ardaman & Associates, Inc., 460 NW Concourse Place, Unit 1, Port St. Lucie, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Civil Engineering, University of Central Florida, 2000	**Professional Engineer, Florida License No. 63911**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Florida Engineering Society (FES) – President of Treasure Coast Chapter (2014-2015)
American Society of Civil Engineers (ASCE) – Past President Space Coast Chapter (2005)
Florida Institute of Consulting Engineers (FICE) – Member Services Committee (2011-2015)
Association of Soil and Foundation Engineers (ASFE)
National Society of Professional Engineers (NSPE)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Crosstown Parkway Bridge **Port St. Lucie, FL**	2013 – On-going	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack served as senior geotechnical engineer for the geotechnical exploration and analysis that were conducted for the Preliminary Bridge Design on this project that spanned the North Fork of the St. Lucie River. Ardaman also prepared the Roadway Soil Survey report for the project from Floresta Drive to US Highway 1.
Ardaman's Estimated Fees: $257,523

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Savona Boulevard Pedestrian Bridge over C-24 Canal **Port St. Lucie, FL**	2013	2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack served as senior geotechnical engineer and managed the construction materials testing and inspections for the construction phase of this project.
Estimated Ardaman fees: $14,025

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Savona Boulevard Pedestrian Bridge **from SW Jericho Avenue to SW Idol Avenue** **Port St. Lucie, FL**	2014 – 2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack served as senior geotechnical engineer for the geotechnical exploration and analysis for the design of this pedestrian bridge project.
Estimated Ardaman fees: $7,300

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Old Dixie Highway Pedestrian Bridge **Indian River County, FL**	2012 – 2013	2012 – 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack served as senior geotechnical engineer and managed the construction materials testing and inspections for the construction phase of this project.
Estimated Ardaman fees: $14,815

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Coconut Cove Bridge over Old Dixie Highway **St. Lucie County, FL**	2007	2007

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack served as senior geotechnical engineer and managed the construction materials testing and inspections for the construction phase of this project.
Estimated Ardaman fees: $35,015

f.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
St. Lucie County, Continuing Service Contract for Geotechnical and Environmental Engineering and Construction Materials Testing St. Lucie County, FL	2003 – On-going	2000 – On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack provides full service geotechnical engineering services on a wide range of projects including roadways, bridges, culvert replacements, water and wastewater treatment plants, parking garages and buildings. Some of the relevant projects include the following:

- Midway Road Widening Project from West of Selvitz Road to South 25th Street
- North 2nd Street Roadway and Drainage Improvements
- Lakewood Park Various Culvert Replacements (Palomar, Winter Garden Pkwy., Sebastian Rd. and Lakeland Rd.)
- San Lucie, Harmony Heights and Paradise Park Master Drainage Plan Improvements
- Angle Road Pavement Evaluation and South Rock Road Extension Soil Survey
- Various Culvert Replacements (Midway Road, Sneed Road, Shinn Road, Russo Road, Christensen Road, etc.)
- SLC International Airport Runway 9L-27R
- Taylor Creek Dredged Material Maintenance Area

Annual fees: Unlimited, based on contract unit rates.

g.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Indian River County, Continuing Service Contract for Geotechnical Engineering and Construction Materials Testing, Indian River County, FL	2003 – On-going	2003 – On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack provides full service geotechnical engineering services on a wide range of projects including roadways, bridges, culvert replacements, water and wastewater treatment plants, parking garages and buildings. Some of the relevant projects include the following: 66th Avenue Widening Project from State Road 60 to 53rd Street, Olso Road Widening Phases II and III, and Old Dixie Highway Sidewalk Improvements and Pedestrian Bridge

Annual fees: Unlimited, based on contract unit rates.

h.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
City of Port St. Lucie – Various Geotechnical Engineering and Construction Materials Testing Projects, Port St. Lucie, FL	2000 – On-going	2000 – On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack provides full service geotechnical engineering services on a wide range of projects including roadways, bridges, culvert replacements, water and wastewater treatment plants, parking garages and buildings. Some of the relevant projects include the following:

- Various Roadway Projects including Becker Road Phase III, California Boulevard Turn lanes, Melaleuca Blvd., etc.
- Roadway Bridges and Pedestrian Bridges at Crosstown Pkwy., Savona Blvd., Darwin Blvd. and Selvitz Rd.
- Various Drainage Canal Stabilization Projects (D-17 Canal, D-9 Canal, E-8 Canal and Kingsway Waterway)
- Various Sidewalk Projects (Rosser Blvd., Savona Blvd. Selvitz Road, Bayshore Blvd., Cameo Blvd. and Village Green)
- Port St. Lucie Civic Center, Digital Domain and Torrey Pines Institute

Annual fees: Unlimited, based on contract unit rates.

i.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
City of Fort Pierce, Continuing Service Contract for Geotechnical Engineering and Construction Materials Testing, Fort Pierce, FL	2000 – On-going	2000 – On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Zrallack provides full service geotechnical engineering services on a wide range of projects including roadways, bridges, culvert replacements, water and wastewater treatment plants, parking garages and buildings. Some of the relevant projects include the following: A1A Reconstruction Blue Heron Blvd. to South Causeway, 13th Street Reconstruction, 10th Street Reconstruction, Moore's Creek Retrofit and Roadway Bridges, Melody Lane Fishing Pier, and 2nd Street Reconstruction

Annual fees: Unlimited, based on contract unit rates.

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, P.E.	**Sr. Geotechnical Engineer**	**24**	**24**

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)*
Professional Engineer, Florida License No. 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)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Interstate 4 / St. Johns River Bridge (FDOT District 5 Design / Build) Volusia / Seminole County Lines, FL	2003	2003

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Bates performed geotechnical engineering analyses relative to the foundation system for the bridge replacement. The analysis included working with the contractor to determine the most cost effective pile capacities and pile lengths. Also managed the test pile program, development of driving criteria for the production piles and monitoring of production piles.
Project Cost: $110M

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
FDOT-District 5 – District Wide Geotechnical and Material Testing Deland, FL	2013 – 2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Bates serves as a senior transportation project engineer under as five-year contract providing a wide range of geotechnical services on various roadway/bridge widening, retaining walls and storm water facilities projects.
Project Cost: $5M

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Max Brewer Bridge Replacement (FDOT-5 Design/Build) Brevard County, FL	2010	2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

This bridge was over the intercostal waterway in Titusville. Mr. Bates' responsibilities include technical direction to the team analyzing subsurface data, developing recommended pile capacities and estimating tip elevations during the design phase. During construction, he directed a PDA sub-consultant and Ardaman-certified pile inspectors in developing pile production lengths, driving criteria and pile group certification according to FDOT criteria. Project Cost: $45M

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Indian Street Bridge over St. Lucie River, (FDOT-4 Design/Build) Martin County, FL	2012	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Bates provided geotechnical services including pile monitoring services for the construction contractors. Also Ardaman is directing the PDA sub-consultant and Ardaman-certified pile inspectors in developing production pile lengths, driving criteria and pile group certification according to FDOT criteria during bridge construction.
Project Cost: $27M

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
State Road 464 Bridge over CSX Railroad Marion County, FL	2008	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Bates performed a geotechnical engineering analysis relative to the foundation system for this new bridge to determine the most cost effective pile types, capacities and lengths. A soil survey was performed relative to the associated roadway widening and stormwater ponds. Mr. Bates also supervised the test pile program for the bridges, developed driving criteria and supervised monitoring of production pile driving during construction.
Project Cost: $27M

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
Roberto E. Balbis, P.E.	**Senior Consultant**	**43**	**42**

15. FIRM NAME AND LOCATON *(City and State)*

Ardaman & Associates, Inc. – West Palm Beach, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Civil Engineering, University of Florida **Master of Engineering, University of Florida**	**Professional Engineer, Florida No. 15832** **Professional Engineer, Iowa No. 9387 and Maine No. 9653** **Special Inspector (Threshold Buildings), FL Cert No. 0013**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Engineering Society, Cuban-American Association of Civil Engineers – American Society of Civil Engineers – National Society of Professional Engineers – Association of Soil and Foundation Engineers and the Florida Institute of Consulting Engineers

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Palm Beach County Continuing Services Contract for Geotechnical Engineering, Material Testing and Inspection Services, FL	2011 – 2014	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Balbis has been the contract manager/senior project engineer for this continuing contract for several years. He routinely coordinates geotechnical and environmental investigations on County that include Acreage Branch Library - Government Center Chiller Replacement - Historic Courthouse Renovation - Palm Beach County Courthouse - South County Courthouse Parking Garage - Jupiter Library Expansion - Various roadway improvements projects that include paving, pipeline installation and drainage improvements. Approximate annual fees: $50,000

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Palm Beach County Health Department – New Administration Building, West Palm Beach, FL (Geotechnical Engineering)	2008	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Balbis as the senior project manager on this project which consisted of the subsurface exploration and prepared site preparation and foundation design recommendations for this project. Fees: $22,000

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
South Florida Water Management District Gun Club Road, West Palm Beach, FL	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Balbis has served as Principal Engineer for various continuing contracts since 1985 with the South Florida Water Management District including for testing of construction materials, design and inspection of dams, and for geotechnical engineering services.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Port of Palm Beach, Continuing Contract for Environmental and Geotechnical Services – Riviera Beach, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Balbis has provided Geotechnical Engineering services to the Port of Palm Beach since the 1980's. He was the foundation engineer for the Cruise Terminal presenting recommendations for the support of that building on shallow foundations, which resulted in significant savings to the Port. Mr. Balbis was also involved in remediation work for the sinkhole condition that developed in Pier #3 in the 1980's, the extension of Pier #2 in the 1990's, the foundations for molasses tanks and other projects.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
CityPlace Shopping / Municipal Complex (Geotechnical Engineering, Material Testing and Threshold Inspection Services) West Palm Beach, FL	1996 – 2000	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Ardaman provided environmental, geotechnical, materials testing services for this large shopping complex in downtown WPB. Services included environmental assessments, geotechnical explorations and foundation design. This complex houses commercial and residential property as well as the Palm Beach County Convention Center. Mr. Balbis was senior project manager as well as managing a team of threshold inspectors. Project fees: $250,000

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPEREINCE	
		a. Total	b. With Current Firm
Roxanne L. Gause, P.E.	**Asbestos Consultant**	**23**	**14**

15. FIRM NAME AND LOCATON *(City and State)*

Ardaman & Associates, Inc. – Ft. Myers, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering (Environmental), Dept. of Civil Engineering & Mechanics, Univ. of South Florida, 1991	**Professional Engineer, Florida No. 53261** **Florida Licensed Asbestos Consultant No. 000046**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
a.	**Sunnyside Motel, Tamiami Trail – Sarasota, FL**		
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firms	
	Phase I and Phase II environmental assessments, tank closure, initial remedial action, asbestos survey and supervision of asbestos abatement.		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
b.	**Target Site – Tampa, FL**		
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firms	
	Phase I and II environmental assessments, initial remedial action, asbestos survey and supervision of asbestos abatement.		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
c.	**Residential Developments – Various Locations**		
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firms	
	Conducted Phase I and Phase II Environmental Assessments, Source Removal activities and Site Assessment Reports for major home builders on large tracts of land prior to residential developments.		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
d.	**Pepper Ranch, Collier County – Immokalee, FL**		
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firms	
	Pepper Ranch Cattle Dip Vat, Collier County, Florida: Conducted a Limited Phase II Environmental Assessment for the +/- 2,500-acre Pepper Ranch prior to a real estate transaction. The objective of the Limited Phase II Environmental Assessment was to address the recognized environmental concerns; developed a Site Assessment Report and Remedial Action Plan (SAR/RAP) on behalf of the owner, conducted a Source Removal and submitted a report to the FDEP. A Restrictive Covenant was submitted and an Institutional Control was placed on the property for Collier County. Ms. Gause was 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 EXPEREINCE	
		a. Total	b. With Current Firm
Joseph A. Christensen	**Asphalt Technician**	**37**	**37**

15. FIRM NAME AND LOCATON *(City and State)*

Ardaman & Associates, Inc. – Orlando, Florida

16. EDUCATION *(Degree and Specialization)*

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

ID No. C62348156-000

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

CTQP Certifications:

ACI Level I Inspection
Nuclear Gauge Certified
CTQP Asphalt Plant Technician – Level 1 & 2
CTQP Asphalt Paving Technician – Level 1
CTQP Earthwork Construction Inspection – Level 1
CTQP Drill Shaft Inspector
Southern Building Code Inspection
Radon Measurement Technician

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
OOCEA Continuing Contract for Systemwide Materials Testing and Geotechnical Services – Orlando, Orange County, FL	2008 – 2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Christensen performs asphalt plant and roadway inspection services. He mainly provides verification testing services for FDOT and OOCEA projects.

- SR 429 Western Beltway
- SR 429 / SR 414
- SR 528 / Dallas Blvd.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
FDOT-District 5 – Contract Continuing Materials Testing / Geotechnical, Deland, FL	2008 – 2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Christensen performs asphalt plant and roadway inspection services. He mainly provides verification testing services for FDOT and OOCEA projects. He is very familiar with the FDOT project managers and local plant QC staff. In addition, he is proficient with FDOT procedures and using the FDOT "upload sheet" to report information. He has worked extensively in asphaltic concrete production plants and has tested materials on hundreds of roadway projects in Florida.

- SR 46 / I-4, Seminole County
- SR 434 / 423 (John Young Parkway), Orange County
- SR 500 / Fruitland Pk., Lake County
- I-4 WB (Sand Lake to Conroy), Orange County
- SR 50 / SR 25, Lake County
- US 92, Volusia County
- I-95 (SR 528 to SR 406), Brevard County

Contract fees: $5M

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	

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
Bruce Barnwell	**Senior Technician**	**39**	**28**

15. FIRM NAME AND LOCATON *(City and State)*
Ardaman & Associates, Inc. – Orlando, Florida

16. EDUCATION *(Degree and Specialization)*

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
ID No. B65492256-000

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Nuclear Gauge Certified
Asphalt Plant 1
LBR Technician
Aggregate Field Testing Technician
Aggregate Lab Testing Technician
Aggregate Base Testing Technician
Qualified Sampler

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
City of Orlando, Continuing Services **Orlando, Orange County, FL**	2009 – 2012	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Bruce as chief laboratory technician has provided testing services under this continuing contract with the City for many years. Bruce is responsible for overseeing the laboratory testing within Ardaman's Orlando materials testing laboratory. He supervises a staff of laboratory technicians who conduct tests on soils, concrete, asphalt and other building materials. He has directed the laboratory testing function on numerous roadway projects.
Contract fees annual: $200K

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
FDOT-District 5 – Continuing Contract Materials Testing / Geotechnical, Deland, FL	2009 – 2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Laboratory Testing Projects

- SR 426 FPN 404525-1-52-01
- SR 50 FPN 239203-2-52-01
- SR 548 FPN 197645-1-52-01
- SR 400 FPN 419367-1-52-01
- SR 520 FPN 239293-1-52-01
- SR 600 FPN 413592-1-52-01
- SR 500 FPN 239416-1-52-01

Contract fees: $5M

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
FDOT-District 5 – Continuing Contract Materials Testing / Geotechnical, Deland, FL	2009 – 2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Asphalt Inspections:

- SR 528
- SR 40
- US 17/92
- SR 35
- US 441
- SR 551
- SR 200
- US 507

Contract fees: $5M

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
Thomas Cahill	**Senior Technician**	**10**	**10**

15. FIRM NAME AND LOCATON *(City and State)*

Ardaman & Associates, Inc. – Port St. Lucie, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
High School Diploma, Newmann Preparatory Academy, New Jersey, 1986 **Rutgers University, New Jersey, 1986 – 1988**	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

ACI Concrete Field Testing Technician, Grade 1
CTQP Earthwork Construction Inspection, Level 1
Nuclear Surface Moisture Density Testing

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Old Dixie Highway Sidewalk Project **Indian River County, FL**	2011 – 2012	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Cahill served as a senior engineering technician for the construction materials testing and inspection phase of this sidewalk project, which included approximately 2.5 miles of sidewalk construction along the eastern side of Old Dixie Highway from 45th Street to 65th Street. The project also included a pedestrian bridge over the Lateral H Canal which was supported by a driven pile foundation system.
Ardaman total fees: $14,815

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
10th Street Reconstruction Project **Fort Pierce, FL**	2011	2012 – 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Cahill served as senior engineering technician for this roadway reconstruction project. The project consisted of approximately 1,800 feet of roadway reconstruction that also included various drainage and sidewalk improvements.
Ardaman total fees: $23,000

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
State Road A1A Reconstruction Project **Fort Pierce, FL**		2007 – 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Cahill served as senior engineering technician for this roadway reconstruction project. The project consisted of roadway reconstruction that also included various drainage and sidewalk improvements between the Indian River and the Atlantic Ocean. Ardaman total fees: $80,000 + (On-going)

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
City of Port St. Lucie, Various Geotechnical and Construction Materials Testing and Inspection Projects **Port St. Lucie, St. Lucie County, FL**	2003 – 2013	2003 – 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

Mr. Cahill provides full service construction materials testing and inspection services on a wide range of projects including roadways, bridges, water and wastewater treatment plants, canal rehabilitations and buildings.
Annual fees: Varies project by project, based on contract unit rates.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firms

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
Will Cornelius	**Senior Technician**	**8**	**6**

15. FIRM NAME AND LOCATON *(City and State)*

Ardaman & Associates, Inc. – Port St. Lucie, Florida

16. EDUCATION *(Degree and Specialization)*

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

ACI Concrete Field Testing Technician, Grade 1 – CTQP Earthwork I – CTQP Concrete Laboratory Testing Technician – Nuclear Surface Moisture Density Testing

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Midway Road Widening – Milner Road to 25th Street St. Lucie County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(if applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firms

Mr. Cornelius is currently serving as a senior engineering technician for construction materials testing and inspection services on this roadway widening and drainage improvements project.

b.

(1) TITLE AND LOCATION *(City and State)*: **North 2nd Street Reconstruction – Fort Pierce, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(if applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firms

Mr. Cornelius is currently serving as a senior engineering technician for construction materials testing and inspection services on this roadway reconstruction and utility improvements project.

c.

(1) TITLE AND LOCATION *(City and State)*: **Juanita Avenue Sidewalk Project – St. Lucie County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(if applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firms

Mr. Cornelius was a senior engineering technician for this sidewalk improvement project along Juanita Avenue. The project also included various drainage improvements.

d.

(1) TITLE AND LOCATION *(City and State)*: **FPL Turnpike Substation, Port St. Lucie, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(if applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firms

Mr. Cornelius served as senior engineering technician for this substation expansion project and the associated FPL Underground Transmission Line project in Port St. Lucie, Florida.

e.

(1) TITLE AND LOCATION *(City and State)*: **FPL St. Lucie Plant Substation Expansion St. Lucie County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(if applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firms

Mr. Cornelius served as senior engineering technician for this substation expansion project at the St. Lucie Power Plant.

f.

(1) TITLE AND LOCATION *(City and State)*: **Nu-Way Recycling – Hobe Sound, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(if applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firms

Mr. Cornelius is the lead environmental technician for environmental sampling and testing at the Nu-Way Recycling facility as part of their environmental permit compliance requirements. Mr. Cornelius performs semi-annual sampling and testing at the facility to identify subsurface contamination for a variety of chemical contaminants.

g.

(1) TITLE AND LOCATION *(City and State)*: **McCarty Ranch Phase II Environmental Assessment Port St. Lucie, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(if applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firms

Mr. Cornelius is the lead environmental technician for environmental sampling and testing for the Phase II Environmental Assessment at the McCarty Ranch and Extension properties.

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)*	
St. Lucie County Continuing Contract Various Projects in St. Lucie County, Florida	**2000 – On-going**	**2000 – On-going**	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County Engineering Department	**Mr. Mike Powley, P.E.**	**(772) 462-1485**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman and Associates, Inc. provides geotechnical engineering consulting services and construction materials testing and inspection services for various projects throughout St. Lucie County. Geotechnical engineering consulting services include geotechnical explorations consisting of soil borings, laboratory testing and engineering analyses needed to provide foundation recommendations and recommendations to guide site preparation and construction. Construction materials testing services include various soil compaction testing, concrete compressive strength testing, and various other soils related testing performed during the construction phase of a project.

Ardaman Fees: Unlimited based on contract unit 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, FL	Prime Geotechnical 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
		2
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
City of Fort Pierce Continuing Contract – Geotechnical Services Various Projects in Fort Pierce, Florida	**2000 – On-going**	**2000 – On-going**

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. provides geotechnical engineering consulting services and construction materials testing and inspection services for various projects throughout the City of Fort Pierce. Geotechnical engineering consulting services include geotechnical explorations consisting of soil borings, laboratory testing and engineering analyses needed to provide recommendations and recommendations to guide site preparation and construction. Construction materials testing services include various soil compaction testing, concrete compressive strength testing, and various other soils related testing performed during the construction phase of a project.

Ardaman Fees: Unlimited based on contract unit 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, FL	Prime Geotechnical 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 3
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Indian River County Continuing Contract Various Projects in Indian River County, Florida	**2003 – On-going**	**2003 – On-going**

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Indian River County Engineering Department	**Mr. Chris Kafer, P.E.**	**(772) 567-8000**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman and Associates, Inc. provides geotechnical engineering consulting services and construction materials testing and inspection services for various projects throughout Indian River County. Geotechnical engineering consulting services include geotechnical explorations consisting of soil borings, laboratory testing and engineering analyses needed to provide foundation recommendations and recommendations to guide site preparation and construction. Construction materials testing services include various soil compaction testing, concrete compressive strength testing, and various other soils related testing performed during the construction phase of a project.

Ardaman Fees: Unlimited based on contract unit 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, FL	Prime Geotechnical 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. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
St. Johns River Water Management District, Geotechnical Engineering Services, Continuing Services Contract	**2018**	

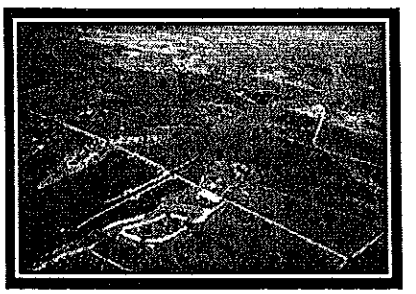
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Johns River Water Management District	**Wayne Dempsey, P.E.**	**(386) 329-4328**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman has held a continuing contract with the St. Johns River Water Management District for many years. Under this contract we provided a wide range of geotechnical and materials testing services on a wide range of water resources projects including dikes, levees, water control structures, reservoirs, and conveyance facilities. We provided subsurface explorations in difficult access conditions. Ardaman's ongoing relationship with the District is testimony to our ability to serve them under this contract.

A list of projects demonstrating our wealth of knowledge and experience providing geotechnical engineering services follows:



- Assessments of Concrete Drainage Structures, Various Locations
  - S-164 Taylor Creek Water Control Structures, Osceola City, FL
  - S-161A Jane Green Creek Water Control Structure, Osceola County, FL
  - S-96A Water Control Structure, Indian River County, FL
  - S-96B Water Control Structure, Indian River County, FL
  - S-96D Water Control Structure, Indian River County, FL
  - S-96C Water Control Structure, Indian River County, FL
  - Burrell Lock Structure, Lake County, FL
  - Apopka Lock & Dam Structure, Orange County, FL
  - Moss Bluff Lock & Dam Structure, Marion County, FL
- Access Point 1 and Inlet Structure at Pump Station No. 6, Fellsmere Water Management Area (FWMA), Indian River County, FL
- Pump Station No. 2 Relocation, Fellsmere Water Management Area, Indian River County, FL
- North Levee at Lateral S and Fellsmere Canals, Fellsmere Water Management Area, Indian River County, FL
- Area 2 South Levee and Borrow Area along Fellsmere Water Management Area, Brevard County, FL
- Lake Levee along Units 1 and 2, Northshore Restoration Area, Lake Apopka, Orange County, FL
- Proposed Timber Bridge, Clonts Parcel, Chuluota, Seminole County, FL
- Areas 3 and 4 East Levees, Fellsmere Water Management Area, Indian River County, FL
- Proposed Box Culvert and Bridge Crossings, K Cell and Area 7 Reconnect Projects, Emeralda Marsh Conservation Area, Lake County, FL
- Pilot Grouting Program, Gopher Tortoise Relocation, Taylor Creek Reservoir, Osceola County, FL

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Ardaman & Associates, Inc.	Orlando, FL	Prime
b.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*			20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*	
FDOT District 5 – District Wide Geotechnical Contract **Florida Department of Transportation (FDOT), Deland, Florida**	**2009 – 2013**		

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
FDOT District 5	**Mr. Jack Davis** **Consultant Project Manager**	**(386) 740-3507**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope size, and cost)*

Ardaman & Associates, Inc. is the Prime Geotechnical Consultant for a district wide continuing services contract with District 5 of the Florida Department of Transportation. District 5 encompasses a seven county area in the central part of Florida and includes the Orlando, Daytona, Cocoa and Ocala metropolitan areas. The contract is an indefinite delivery/indefinite quantity contract with a $5 million cap over a 5 year contract period. The work under this contract includes all aspects of geotechnical engineering and materials testing practice for roadway and infrastructure projects. The services include geotechnical exploration, geotechnical evaluation and design, construction materials testing, pavement coring and evaluation, bridge foundation evaluation, and design and non-destructive testing. Ardaman manages a team of subconsultants under this contract.

Ardaman brings a number of innovative technologies to this contract including piezocone soundings, ground penetrating radar, soil resistivity, mini-cone testing, seismic cone analysis and various devices for non-destructive testing of concrete and steel.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Ardaman & Associates, Inc.	Orlando, FL	Prime Geotechnical / Materials Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing the table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Dan Zrallack, P.E.	**Project Manager**	X	X	X	X						
Zan Bates, P.E.	**Sr. Geotechnical Engineer**				X	X					
Roberto Balbis, P.E.	**Sr. Consultant**	X	X	X	X						
Roxanne Gause, P.E.	**Asbestos Consultant**										
Joe Christensen	**Asphalt Technician**				X	X					
Bruce Barnwell	**Sr. Technician**				X	X					
Thomas Cahill	**Sr. Technician**	X	X	X							
William Cornelius	**Sr. Technician**	X	X	X							

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	**St. Lucie County Continuing Contract Various Projects in St. Lucie County, FL**	6	
2	**City of Fort Pierce Continuing Contract – Geotechnical Services Various Projects in Fort Pierce, FL**	7	
3	**Indian River County Continuing Contract Various Projects in Indian River County, FL**	8	
4	**St. Johns River Water Management District, Geotechnical Engineering Services, Continuing Services Contract**	9	
5	**FDOT District 5 – District Wide Geotechnical Contract Florida Department of Transportation (FDOT), Deland, FL**	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Company Introduction

Ardaman & Associates is one of the largest geotechnical, environmental, and materials engineering firms in Florida. Since it's founding in Orlando in 1959, the company has grown to staff nearly 400 professional engineers, scientists, technicians, drilling personnel, technical assistants and support staff. This broad base of experience enables our staff to satisfy the demands of any project, anywhere. We currently serve from our corporate headquarters in Orlando, and 15 branch offices throughout Florida and Louisiana.

At Ardaman, we are committed to providing high-quality services that satisfy the specific needs of both the project and the client. This commitment to quality is supported by our use of the most advanced mechanical and electronic tools available, along with specialized instruments developed by Ardaman professionals for particular applications. These tools are supported by our most important asset: a dedicated and experienced staff. Our 5 to 1 ratio of support to professional staff is among the best in the field, and further exemplifies our philosophy of quality service. At Ardaman & Associates we approach each assignment . . . no matter how large or small . . . with enthusiasm and the full resources of our company.

Professional Services

Ardaman offers a broad range of professional engineering and testing services including:

- Geotechnical engineering
- Environmental engineering
- Construction materials testing and inspection
- Hydrogeology and surface water hydrology
- Building inspection
- Industrial waste engineering
- Facilities engineering

We offer these services on projects throughout the United States, and internationally.

Projects and Clients

Ardaman has provided services on tens of thousands of projects ranging from single-family residences to billion dollar industrial complexes. We work with both public and private clients including:

- Local, state and federal governments and agencies
- Public and private utilities
- Major industries and manufacturers
- Architects and engineers
- Banks and lending institutions
- Contractors
- National governments and agencies of other countries
- Retail and commercial companies

We are proud of our ability to meet the demands of any project, anywhere. Through the efforts of our dedicated staff, we approach each assignment, no matter how large or small, with enthusiasm and the full resources of our company.

Ardaman's Assurance of Quality

Ardaman takes a multi-faceted approach to Quality Assurance and Quality Control. We believe that the following items are essential to developing a Quality Systems Manual covering all aspects of our services.

Employee Education Our professional and technical staff attends FDOT and FHA workshops and presentations. Such workshops have included Design and Construction for Driven Pile Foundations; Drilled Shafts; Construction Procedures

and Design Methods. Technician training has included an extensive training process through which our technicians have obtained appropriate certifications.

Document Updates Maintaining a library of updated software, guidelines, manuals and specifications is critical to our work. We have subscribed to e-mail lists for the major testing specification organizations (AASHTO and ASTM) so that we are notified of changes to their standard specifications. We regularly replace outdated specifications with the latest versions. Further, our headquarters in Orlando updates our libraries with the latest standards and specifications. This single point responsibility assures consistency of our work.

Laboratory Inspection Our laboratory in Orlando is inspected annually by the Concrete Materials Engineer Council (CMEC). This independent agency closely inspects our concrete and soil testing capability and apparatus. The calibration of our testing equipment is studied, along with the sufficiency of our sample handling and curing facilities. They also observe our technicians handling and testing concrete samples to verify compliance with the appropriate American Society of Testing and Materials (ASTM) and American Concrete Institute (ACI) standards and specifications. Our soils laboratory has been inspected and qualified by the U.S. Army Corps of Engineers, and the Geo-textile Research Institute.

Check Calculations Our engineers perform hand calculations to check computer output and laboratory test results.

Senior Engineering Review All work performed by Staff Engineers is reviewed and checked by a project engineer or senior project manager. We frequently implement a peer/quality assurance review by an in-house geotechnical engineer from one of our other offices, with comparable experience to the project engineer or senior project manager of record.

Past Experience We consider past review comments that have been submitted by prime consultants, and public agencies, and we strive to address those comments in our subsequent reports.

Safety Quality Assurance cannot be achieved without careful attention to safety and safe field practices. Therefore, we monitor compliance of our field crews with applicable safety standards, and our personnel are required to attend monthly safety meetings which are produced by a full time corporate Safety Director.

Quality is also intricately connected to professional and technical ethics. Ardaman is proud of our professional reputation in the engineering community and throughout the state. Our engineers have served as statewide officers and currently serve on committees on several professional organizations dedicated to improving the professional practice of engineering, of which ethics is a cornerstone. Within Ardaman, ethics and safety are the two of our company's most important service standards. ***These standards cannot be compromised by any employee, at any level in the organization.***

We communicate this philosophy to all our employees, through formal training, as well as in issue-specific discussions. However, the key to insuring that Ardaman employees will conduct themselves in an ethical manner is to hire personnel with an employment history characterized by good conduct and character. Our standard instructions for our field inspection staff is to record our test results and observations in a truthful and unbiased manner, and if asked or pressured to do otherwise, to contact our office for further instructions. At that point, a senior engineer will normally contact the requesting party and either resolve the issue or contact our client to make them aware of the situation. We prefer the former. However, it is vital that, in all cases, we fully support our field inspectors' when such cases occur. Otherwise, we send conflicting messages to our field staff.

Drug-Free Work Place Program

Ardaman has a Drug-Free Workplace Program in compliance with applicable Federal and State laws, including Florida Statutes, Chapter 440 Workers' Compensation, Section 440.101 - .102 and Chapter 59A-24 Drug-Free Workplace Standards. All new employees are subjected to drug testing and a negative result is necessary for hiring. Further, all employees are trained in drug awareness and are subject to random testing. Ardaman also has an Employee Assistance Program (EAP), which is a confidential early stage workplace-based intervention program to help employees with drug

or alcohol problems by providing information, employee education, supervisory training, and assistance with referrals to appropriately qualified area treatment providers.

Safety Program

Ardaman has an aggressive company-wide safety program. One of Ardaman's core values is to maintain the safety of our employees, others on our work sites and the general public. To this end, we employ a full time Safety Director, a member of our senior staff. The Director is responsible for implementing Ardaman's behavior based safety program, the theme of which is *"Nobody Gets Hurt."* Every member of Ardaman's staff attends mandatory monthly safety training sessions, and the field staff is provided additional "tailgate" sessions by the Safety Director. We are taught to conduct Last Minute Safety Assessments before beginning any activity, large or small. Our Director will coordinate our safety measures with those of the site safety staff to make sure that every Ardaman staff member is properly informed and trained in the site safety program. At Ardaman, we take safety very seriously, and our safety culture will benefit the overall safety at all County project sites.

Communication Assurances

Ardaman's field technicians are equipped with Nextel two-way radios which enable them to maintain constant communication with the project manager and engineers. This ability allows our project team to effectively manage any unforeseen problems or testing issues before they can cause costly delays.

Innovative and Unique Capabilities

There are several innovative approaches that Ardaman can offer in providing the services under this contract. Our ability to offer these capabilities enable the County to access a wide range of services, normally only available from specialty firms, from a single source. This will positively impact the County's efficiency if such services are needed.

- We can provide preliminary soil density test results in the field to facilitate the progress of a project. The test results are recorded on NCR forms in duplicate and the field copy is given to the designated County Representative.
- Ardaman's state-of-the-art soils laboratory is one of the best equipped in the Southeastern United States. Fully computerized, this facility is capable of accommodating virtually any tests of soil strength, compressibility, permeability, and classification. The high volume permeability laboratory allows for up to 50 permeability tests to be simultaneously performed. Such tests may be very helpful for evaluating infiltration capacity of an effluent disposal facility.
- Ardaman employs state-of-the-art field sampling and testing equipment. We frequently use our Ground Penetrating Radar, Static Cone Penetrometer, Flat Plate Dilatometer and our new Miniature Cone Penetrometer (Mini Cone) to obtain the highest quality data during our field explorations. The use of these devices yields more accurate data, which often times, can result in more economical design recommendations and subsequent cost savings for the County.
- Ardaman & Associates, Inc. offers a full-range of construction materials testing and inspection services, including inspection of structural steel fabrication and erection. Our trained personnel work both in the field and in the fabrication shop to provide the highest quality of testing and inspection.
- 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)

Permitting Agency Coordination

Throughout our history, Ardaman has established excellent working relationships with local and state regulatory agencies. Our engineers are respected by these agencies, and our work is considered by their reviewers as thorough and accurate. The close relationships Ardaman has developed with these and other agencies will benefit the County as Ardaman advocates for the County before regulatory agencies. Consider the following examples of our relationship with various regulatory agencies;

- **Florida Department of Environmental Protection (FDEP)** Ardaman engineers have served on FDEP technical advisory groups dealing with dam design, solid waste, waste water management and phosphate mining. Our senior staff is well known and respected by FDEP. Further, Ardaman and FDEP have been recognized by the Florida Institute of Consulting Engineers for an Engineering Excellence award for our combined efforts in the phosphate industry.
- **Florida Water Management Districts** Ardaman has been selected by Southwest Florida, South Florida and the St. Johns River Water Management Districts for continuing services contracts directly with the Districts, indicating their respect for our abilities and work.
- **Florida Department of Transportation (FDOT)** Ardaman has been selected by FDOT Districts 1, 2, 3, 5 and 7 for continuing services contracts. Also, Ardaman has been awarded research projects by the FDOT. These projects, normally awarded to academic institutions, clearly exemplify the respect the FDOT has for our work.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	Feb 29, 2016

33. NAME AND TITLE

Dan J. Zrallack, P. E., Branch Manager / Project Manager

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Ardaman & Associates, Inc.		3. YEAR ESTABLISHED 1987	4. DUNS NUMBER 844891465
2b. STREET 460 NW Concourse Place – Unit #1		a. TYPE Corporation	
2c. CITY Port St. Lucie	2d. STATE FL	2e. ZIP CODE 34986	b. SMALL BUSINESS STATUS
6a. POINT OF CONTACT NAME AND TITLE Daniel J. Zrallack, PE, Branch Manager		7. NAME OF FIRM *(If block 2a is a branch office)* Ardaman & Associates, Inc. 8008 S. Orange Avenue Orlando, FL 32809-6729	
6b. TELEPHONE NUMBER (772) 878-0072	6c. E-MAIL ADDRESS dzrallack@ardaman.com		
8a. FORMER FIRM NAME(S) *(If any)*		8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	ADMINISTRATIVE	53	2
08	CADD TECHNICIAN	13	
12	CIVIL ENGINEER	5	
14	COMPUTER PROGRAMMER	2	
15	CONSTRUCTION INSPECTOR	49	
23	ENVIRONMENTAL ENGINEER	6	
24	ENVIRONMENTAL SCIENTIST	3	
27	FOUNDATION / GEOTECHNICAL ENGINEER	72	1
29	GIS SPECIALIST	1	
30	GEOLOGIST	7	
40	MATERIALS ENGINEER	6	
57	STRUCTURAL ENGINEER	1	
58	TECHNICIAN / ANALYST	105	6
62	WATER RESOURCES ENGINEER	5	
	Other Employees		
70	DRILLERS	43	
	Total	371	9

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
D02	Dams; Dikes; Levees	1
E02	Educational Facilities; Classrooms	1
E09	Environmental Impact Studies, Assessments or Statements	2
H03	Hazardous Waste Remediation	1
H07	Highways; Streets; Airfield Paving; Parking Lots	2
I03	Industrial Waste Treatment	1
M06	Mining & Mineralogy	1
S04	Sewage Collection, Treatment and Disposal	1
S05	Soils & Geologic Studies; Foundations	2
S07	Solid Wastes; Incineration; Landfill	1
T02	Testing & Inspection Services	2
W02	Water Resources; Hydrology; Groundwater	1
	Instrumentation	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	4
c. Total Work	4

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE January 27, 2016
c. NAME AND TITLE Daniel J. Zrallack, PE, Branch Manager	

QUESTIONNAIRE

E-RFP #20150127
Continuing GEO Services

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 1st day of March, 2016

Terracon
Consultants, Inc.

Name of Organization / Proposer

1. Where is your assigned staff's office located for this contract, including address, telephone, fax number, e-mail address and contact person?

   Terracon's Port St. Lucie office will be the office of record for this contract. Conveniently located at 607 NW Commodity Cove in Port St. Lucie, Florida, the local office is a 9,800 square foot (SF) building with professional office space and an in-house laboratory facility accredited by AASHTO, the U.S. Army Corps of Engineers, and FDOT. The office, presently staffed with 10 employees, has been fully functional and continuously operational for professional engineering services since its inception as Dunkelberger Engineering & Testing, Inc., a Terracon acquisition, in 1994.

   Mr. David Youngstrom, Office Manager of the Port St. Lucie office, will serve as Contract/Senior Project Manager and will be the single point of contact for this contract. The majority of the assigned staff are fulltime employees at this location including CTQP-qualified personnel. Three seasoned State of Florida licensed professional engineers (P.E.'s) from our West Palm Beach and Sarasota offices, including Douglas Dunkelberger as Principal-in-Charge, will support the local Terracon Team. Pertinent contact information for the offices/assigned staff that will service this contract is provided below.

Lead Office	Supporting Office	Supporting Office
607 NW Commodity Cove Port St. Lucie, FL 34986 P: (772) 343-9787 F: (772) 343-9404 Email: Dave.Youngstrom@terracon.com	1225 Omar Road West Palm Beach, FL 33405 P: (561) 689-4299 F: (561) 689-5955	8260 Vico Court, Unit B Sarasota, FL 34240 P: (941) 379-0621 F: (941) 379-0621

2. Will your firm accept payment by Credit Card (yes or no)? Yes

3. List all proposed personnel assigned to this project to include title, certifications, and years of experience.

Staff/Company Name	Title	Years Exp.	Licenses	Certifications	Other
Douglas Dunkelberger, P.E. Terracon	Principal-in-Charge	36	Professional Engineer (P.E.), FL	-	- Terracon - Monthly *Incident & Injury-Free® (IIF®)* Safety Training
David Youngstrom Terracon	Contract/Senior Project Manager	27	N/A	- Nuclear Gauge Certification, Level 1 - Nuclear Radiation Safety Officer - MN/DOT Batch Plant Inspector - International Conference of Building Officials – Reinforced Concrete	- Office Safety Coordinator - Terracon - Reinforcing Steel Special Inspection - Terracon - Monthly *IIF®* Safety Training - OSHA (10 hour) Construction Safety
Brent Langlois, E.I. Terracon	Project Manager – Geotechnical	5	Engineering Intern, FL	-	- Terracon - Reinforcing Steel Special Inspection - Terracon - Monthly *IIF®* Safety Training
Kevin Aubry, P.E. Terracon	Senior Geotechnical Engineer	35	P.E., FL	-	- Terracon - Monthly *IIF®* Safety Training
Kimberly Roberts Terracon	Project Manager – Materials Testing	10	N/A	CTQP: - Aggregate Base Testing Technician - LBR Technician - Qualified Sampler Technician - Concrete Field Technician Level 1 - Concrete Lab Technician Level 1 - Earthwork Construction Inspection Level 1 - QC Manager ACI: - Concrete Laboratory Testing Technician Level 1 - Aggregate Testing Technician Level 1 - Concrete Field Testing Technician Grade 1 - Aggregate Base Testing Technician - Concrete Strength Testing Technician - Nuclear Density/ Moisture Gauge Radiation Safety Training	- Advanced Level Maintenance of Traffic - FDEP Qualified Stormwater Management Inspector - Disaster Recovery – Debris Monitor Training - Terracon - Monthly *IIF®* Safety Training - OSHA (10 hour) Construction Safety - Troxler Hazardous Materials Certification

Staff/Company Name *continued*	Title	Years Exp.	Licenses	Certifications	Other
Michael O'Connor, P.E., S.I. Terracon	Senior Materials Engineer	31	P.E./Special Inspector, FL	- State Requirements for Educational Facilities & Chapter 423 of the Florida Building Code Course	- Terracon - Monthly *IIF*® Safety Training
Jerry Logan Terracon	Construction Services Coordinator	7	N/A	- CTQP Asphalt Paving Technician Level 1 - CTQP Earthwork Construction Inspection Level 1 - Nuclear Density/Moisture Gauge Radiation Safety Training	- Terracon - Nuclear Moisture-Density Testing - Terracon - Monthly *IIF*® Safety Training - OSHA (10 hour) Construction Safety

4. List similar GEO services contracts related to **Water and Waste Water Pipeline** projects awarded by other government agencies, to your firm in the past five (5) years. (Do not include the City of Port St. Lucie projects)

Project	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
Old Port Salerno Watermain Extension	2016	Conducted geotechnical & materials testing services for Martin County Utilities as a subconsultant to another firm.	No	Subconsultant	$4,995
SE Geneva Drive Sewer Line Replacement	2015	Conducted geotechnical & materials testing services for Martin County Utilities as a subconsultant to another firm.	Yes	Subconsultant	$2,500
Indiantown Connector Sidewalks & Drainage Improvements	2015	Performed geotechnical & materials testing services under our CSC with Martin County.	Yes	Prime Consultant	$23,930
Tropical Farms Wastewater Treatment (WWTP) Improvements	2014	Conducted geotechnical & materials testing services under our CSC with Martin County.	Yes	Prime Consultant	$33,560
St. Lucie West Services District (SLWSD) WWTP Expansion	2014	Furnished geotechnical, materials testing, & microwave imaging services to the SLWSD.	Yes	Prime Consultant	$75,795
County Road (CR) 714 – Utility Accommodations	2014	Conducted geotechnical & materials testing services for Martin County Utilities as a subconsultant to another firm.	Yes	Subconsultant	$14,623

Project *continued*	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
Stuart Sewer Expansion – East Osceola Basin	2013	Conducted geotechnical & materials testing services for City of Stuart Utilities as a subconsultant to another firm.	Yes	Subconsultant	$3,985
Treasure Coast Research Park Improvements – Phase I	2013	Performed geotechnical & materials testing services under our CSC with St. Lucie County.	Yes	Prime Consultant	$34,258
Stuart Sewer Expansion – East Osceola Basin	2013	Conducted geotechnical & materials testing services for City of Stuart Utilities as a subconsultant to another firm.	Yes	Subconsultant	$6,945
SW Sunset Trail Drainage Improvements	2012	Conducted geotechnical & materials testing services under our CSC with Martin County.	Yes	Prime Consultant	$15,559
Carter Park	2011	Furnished a geotechnical study, construction engineering inspection (CEI), & materials testing services under our CSC with Martin County.	Yes	Prime Consultant	$119,090
Indiantown Habitat – Treatment Train (Carter Park)	2011	Performed stormwater sampling & testing services under our CSC with Martin County.	Yes	Prime Consultant	$44,800
				Total Amount	**$380,040**

5. List similar **Road & Bridge** GEO services contracts, awarded by other government agencies, to your firm in past five (5) years. (Do not include the City of Port St. Lucie projects)

Project	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
CR 711 Pratt Whitney Road Widening	2016	Conducted geotechnical & materials testing services under our CSC with Martin County.	No	Prime Consultant	$23,830
Old Dixie Highway FDR - Phase II	2016	Provided geotechnical & materials testing services under our CSC with Indian River County.	No	Prime Consultant	$36,621

Project *continued*	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
87th Street & 91st Avenue Sidewalk & Drainage Improvements	2016	Provided geotechnical & materials testing services under our continuing services contract (CSC) with Indian River County.	No	Prime Consultant	$17,490
Indian Hills Park Stormwater Improvements – Phase II	2015	Provided geotechnical, materials testing, & pile driving inspection services under our CSC with the City of Fort Pierce.	No	Prime Consultant	$17,810
SW Citrus Boulevard Resurfacing	2015	Performed geotechnical & materials testing services under our CSC with Martin County.	Yes	Prime Consultant	$24,658
St. Lucie County Road & Bridge – Various Road Crossings	2015	Conducted materials testing services under our CSC with St. Lucie County.	Yes	Prime Consultant	$15,000
Indian Hills Park Stormwater Improvements – Phase I	2014	Provided geotechnical, materials testing, & pile driving inspection services under our CSC with the City of Fort Pierce.	Yes	Prime Consultant	$29,900
Willoughby Boulevard Widening & Resurfacing	2014	Furnished Martin County with materials testing services under our CSC with the County.	Yes	Prime Consultant	$8,000
White City Drainage Improvements	2014	Conducted geotechnical & materials testing services under our CSC with St. Lucie County.	Yes	Prime Consultant	$19,990
CR 512 Pavement Study	2014	Provided Indian River County with a geotechnical study under our CSC.	Yes	Prime Consultant	$14,565
Old Dixie Boulevard FDR - Phase I	2014	Conducted geotechnical & materials testing services under our CSC with Indian River County.	Yes	Prime Consultant	$26,038
Town of Jupiter Island Drainage & FDR Project	2013	Conducted geotechnical & materials testing services for Town of Jupiter Island as a subconsultant to another firm.	Yes	Subconsultant	$15,300

Project *continued*	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
Kings Highway & Indrio Road Intersection Improvements	2012	Performed a geotechnical study for St. Lucie County as a subconsultant to another firm.	Yes	Subconsultant	$30,000
CR 708 (Bridge Road) Bridge Replacement	2012	Furnished Martin County with a geotechnical study, CEI, & materials testing services under our CSC.	Yes	Prime Consultant	$59,243
CR 512 FDR	2012	Provided geotechnical & materials testing services under our CSC with Indian River County.	Yes	Prime Consultant	$22,468
66th Avenue Roadway Improvements - Phase II	2011	Performed geotechnical & materials testing services under our CSC with Indian River County.	Yes	Prime Consultant	$42,060
				Total Amount	**$402,973**

6. Describe any significant or unique accomplishment in previous GEO services contracts, for e.g. - budget reductions, time reductions, and/or reduction in change orders. Include any additional data pertinent to firm's capabilities. (Please limit to 1 page).

Terracon (formerly Dunkelberger) has been recently involved with the design and construction of several roadway improvement projects where we have recommended Full Depth Reclamation (FDR) as an option for road re-construction as well as developing a quality assurance (QA) testing program during construction. The FDR option has resulted in significant project cost and time savings to our clients as well as re-using the existing pavement materials as a renewable resource. The FDR projects include: Baker Road in Martin County, CR 607 in Martin County, Town of Jupiter Island in Martin County, CR 512 in Indian River County, and Old Dixie Highway in Indian River County.

Our 22 years of service to the City of Port St. Lucie and its other Consultants and Contractors demonstrates our ability to perform under prescribed budgets and schedules. Terracon has been a part of the growth of the City having successfully performed on literally hundreds of projects ranging from the city-wide water and sewer expansion to small, one-day jobs, to the post-Hurricane recovery efforts of 2004/2005. Terracon has always been, and will continue to be, a team player sensitive to time and budget constraints that the City must meet.

During the construction of the Crosstown Parkway Turnpike Bridge, Terracon completed the test pile analysis in less than five (5) days, saving the project more than 20 working days of time and helping to recover time lost to additional reviews by the Turnpike for the bridge redesign.

Our Port St. Lucie office was able to respond to both the City of Port St. Lucie's and St. Lucie County's emergency response needs following the Hurricanes of 2004 and 2005. Terracon was instrumental in the recovery processes serving in instrumental roles in the reconstruction of the City's Monterrey Canal and the reconstruction of Indian River Drive in St. Lucie County. We also served as the County's Hurricane

Wilma debris collection inspection firm, assisting Port St. Lucie's efforts through a joint City-County effort. Terracon's work aided the County in recovering State and Federal emergency funds.

Terracon saved our client over $300,000 through development of an alternate ground modification method on a local State Road project. Our solution was reviewed and approved by the Florida Department of Transportation (FDOT) as an alternative to the design geotechnical engineer's method. Our local expertise allows us to recommend design options which accelerate construction schedules, and time is money.

During construction of the Treasure Coast Energy Center (gas-fired electric generating facility), the Contractor encountered unstable ground during excavation and placement of deep water circulation piping. Terracon quickly evaluated the situation and devised a foundation support and backfilling procedure utilizing recycled materials (crushed concrete) and geosynthetic reinforcement which allowed the Contractor to stay on schedule without any additional costs to the project as a result of the time savings.

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?

   As a large firm performing many projects, on very rare occasions we have terminated services on our projects prior to project completion. These situations usually arise from a failure to pay for those services, or from decisions to reduce our scope of service to the point where we are no longer comfortable, from a professional perspective, with the continuation of our services on a project.

   Due to litigation (added to an existing multi-party lawsuit) related to a project (Verada Ditch) for St. Lucie County we were temporarily suspended from working in July of 2015 until the litigation is resolved. A draft settlement agreement is now being finalized.

   We perform several thousand projects annually and these situations arise very rarely. Should they occur, our approach is to cooperate and partner with the client as well as other team members to reach an expedited solution to the problem.

8. Using the Reference Check Form attached, provide, contact names, telephone and fax numbers and email addresses for EACH government agency listed in question # 5. Provided hereafter.

Please submit Form 330 in a separate file, preferably .pdf Provided as a separate attachment.

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

	Date Issued
N/A	-

CERTIFICATION:

his E-RFP is submitted by: Name (print) Leila Jammal Nodarse, P.E. who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety.

I agree to abide by all conditions of this E-RFP.:

Signature

Senior Vice President/Florida Division Manager
Title

Terracon

APPLICABLE CURRENT LICENSES

State of Florida
Board of Professional Engineers
Attests that
Terracon Consultants, Inc.
FBPE
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: 228201701543
CA Lic. No: 8830

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER
GB496

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

TERRACON CONSULTANTS, INC.
1575 LEE ROAD
WINTER PARK FL 32789

State of Florida
Board of Professional Engineers
Attests that
Douglas Scott Dunkelberger, P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2017
Audit No: 228201714781
P.E. Lic. No: 33317

State of Florida
Board of Professional Engineers
Attests that
Kevin E. Aubry, P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2017
Audit No: 228201724987
P.E. Lic. No: 38175

State of Florida
Board of Professional Engineers
Attests that
Michael J. O'Connor, P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2017
Audit No: 228201731923 SI
P.E. / SI Lic. No: 44682 981
SPECIAL INSPECTOR

Terracon

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.
Argus Pacific, 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)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 959673

Requester's name and address (optional)

6 City, state, and ZIP code
St. Louis, MO 63195-9673

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
9 1 - 1 7 8 2 9 8 5

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ March 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)

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: CR 711 Pratt Whitney Road, Martin County Fax #: (772) 288-5789
Email: kvreelan@martin.fl.us Telephone #: (772) 288-5430
Person to contact: Mr. Ken Vreeland, Project Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: Old Dixie Highway FDR - Phase II, Indian River County Fax #: (772) 778-9391
Email: mnixon@ircgov.com Telephone #: (772) 226-1986
Person to contact: Mr. Mike Nixon, P.E., Project Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

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Comments:

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(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: 87th Street & 91st Avenue Sidewalk & Drainage Improvements, Indian River County
Fax #: (772) 778-9391
Email: rszpyrka@ircgov.com Telephone #: (772) 226-1931
Person to contact: Mr. Richard Szpyrka, P.E., Project Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

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Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

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REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: Indian Hills Park Stormwater Improvements – Phase II, Fort Pierce Fax #: (772) 460-6847
Email: jandrews@city-ftpierce.com Telephone #: (772) 460-2200
Person to contact: Jack Andrews, P.E., City Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

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Comments:

Thank you.

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REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: SW Citrus Boulevard Resurfacing, Martin County Fax #: (772) 288-5789
Email: kvreelan@martin.fl.us Telephone #: (772) 288-5430
Person to contact: Mr. Ken Vreeland, Project Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

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Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: St. Lucie County Road & Bridge – Various Road Crossings Fax #: (772) 462-2363
Email: heilfurthe@stlucieco.org Telephone #: (772) 201-7029
Person to contact: Eric Heilfurth, Project Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

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Comments:

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Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: Indian Hills Park Stormwater Improvements – Phase I, Fort Pierce Fax #: (772) 460-6847
Email: jandrews@city-ftpierce.com Telephone #: (772) 460-2200
Person to contact: Jack Andrews, P.E., City Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

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Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

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REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: Willoughby Boulevard Widening & Resurfacing, Martin County Fax #: (772) 288-5789
Email: kvreelan@martin.fl.us Telephone #: (772) 288-5430
Person to contact: Mr. Ken Vreeland, Project Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

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REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: White City Drainage Improvements, St. Lucie County Fax #: (772) 462-2363
Email: lestrangec@stlucieco.org Telephone #: (772) 462-2767
Person to contact: Mr. Christopher LeStrange, P.E., Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

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REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: CR 512 Pavement Study, Indian River County Fax #: (772) 778-9391
Email: mnixon@ircgov.com Telephone #: (772) 226-1986
Person to contact: Mr. Mike Nixon, P.E., Project Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

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Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: Old Dixie Boulevard FDR - Phase I, Indian River County Fax #: (772) 778-9391
Email: mnixon@ircgov.com Telephone #: (772) 226-1986
Person to contact: Mr. Mike Nixon, P.E., Project Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

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Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: Town of Jupiter Island Drainage & FDR Project Fax #: (772) 220-2728
Email: ksandow@felixassociates.net Telephone #: (772) 220-2722
Person to contact: Mr. Ken Sandow, Project Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

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Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: Kings Highway & Indrio Road Intersection Improvements, St. Lucie County Fax #: (772) 794-4130
Email: Brian.Good@kimley-horn.com Telephone #: (772) 794-4083
Person to contact: Mr. Brian Good, Project Manager (Prime Consultant to St. Lucie County)

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

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Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: CR 708 (Bridge Road) Bridge Replacement, Martin County Fax #: (772) 288-5789
Email: gdzama@martin.fl.us Telephone #: (772) 463-2837
Person to contact: Mr. George Dzama, P.E., Project Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

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Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: CR 512 FDR, Indian River County Fax #: (772) 778-9391
Email: rszpyrka@ircgov.com Telephone #: (772) 226-1931
Person to contact: Mr. Richard Szpyrka, P.E., Project Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

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Bidder Instructions: Fill out top portion only. (Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: 66th Avenue Roadway Improvements - Phase II, Indian River County Fax #: (772) 778-9391
Email: rszpyrka@ircgov.com Telephone #: (772) 226-1931
Person to contact: Mr. Richard Szpyrka, P.E., Project Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

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Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

DRUG-FREE WORKPLACE FORM

E-RFP #20150127
Continuing GEO Services

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Terracon 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

March 1, 2016
Date

CHECKLIST
E-RFP #20150127
Continuing GEO Services.

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 #20150127, all Applicable Current Licenses (state and professional), W-9, Reference Forms, Drug Free Workplace Form, and E-RFP 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

✓ Have reviewed the Contract and accept all City Terms and Conditions

✓ All Applicable Current Licenses

✓ W-9

✓ Reference Forms

✓ Drug Free Workplace Form

✓ Checklist

✓ File # 2- Form 330

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Continuing Geotechnical (GEO) Services
The City of Port St. Lucie

2. PUBLIC NOTICE DATE
December 22, 2015

3. SOLICITATION OR PROJECT NUMBER
E-RFP #20150127

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE
David T. Youngstrom, Contract/Senior Project Manager

5. NAME OF FIRM
Terracon Consultants, Inc.

6. TELEPHONE NUMBER
(772) 343-9787

7. FAX NUMBER
(772) 343-9404

8. E-MAIL ADDRESS
Dave.Youngstrom@terracon.com

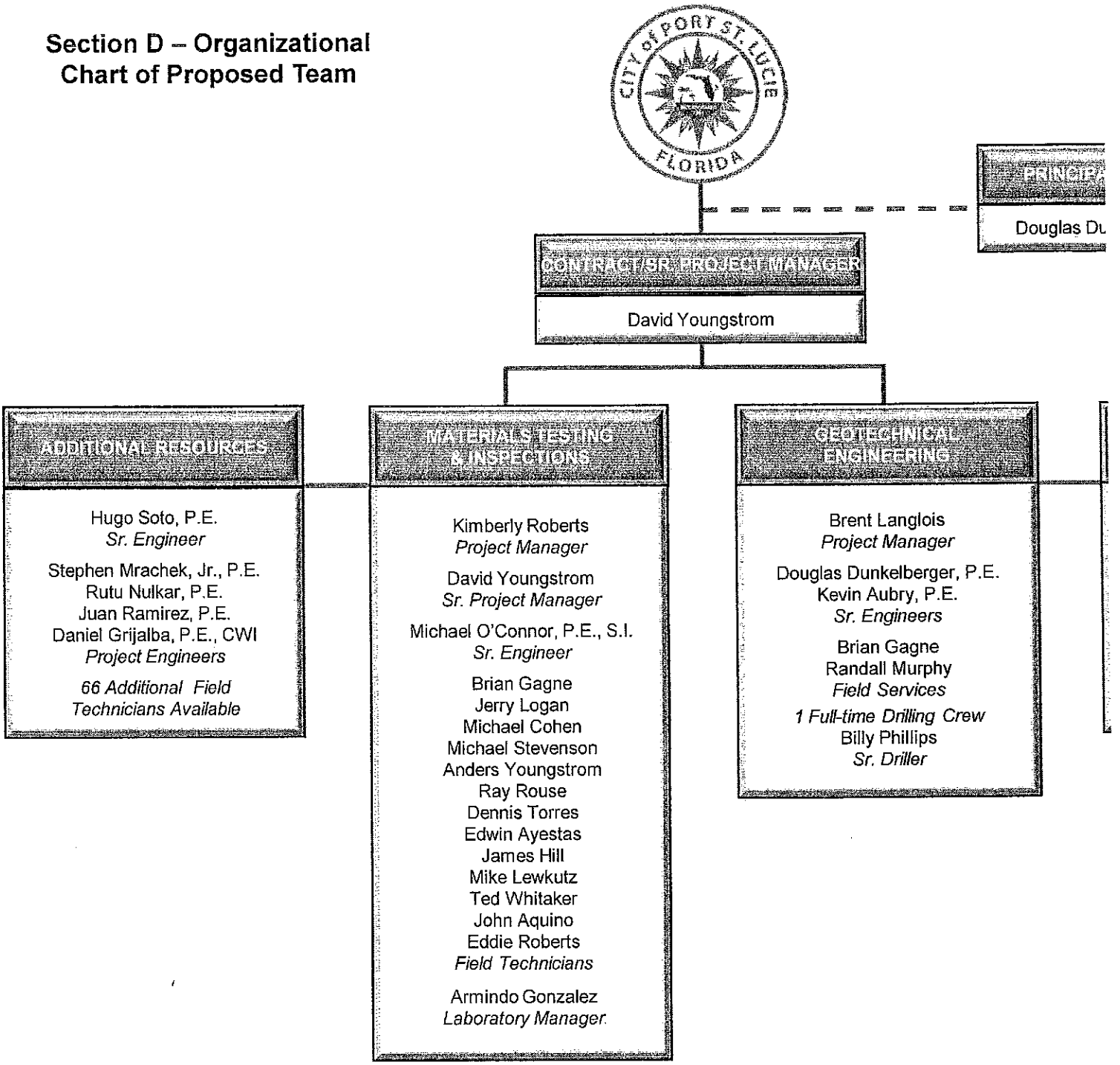
C. PROPOSED TEAM
(Complete this section for the prime contractor and all key subcontractors)

	(Check) PRIME	J-V PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	√			Terracon ☑ CHECK IF BRANCH OFFICE	607 N.W. Commodity Cove Port St. Lucie, Florida 34986	Prime Consultant – Responsible Office • Geotechnical and Material Testing Services
b.	√			Terracon ☑ CHECK IF BRANCH OFFICE	1225 Omar Road West Palm Beach, Florida 33405	Prime Consultant – Additional Support • Geotechnical and Material Testing Services
c.	√			Terracon ☑ CHECK IF BRANCH OFFICE	8260 Vico Court Unit B Sarasota, Florida 32420	Prime Consultant – Additional Support • Geotechnical and Material Testing Services
d.				CHECK IF BRANCH OFFICE		
e.				CHECK IF BRANCH OFFICE		
f.				CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

[N/A] *(Attached) Note: Refer to Prime Consultant's SF 330*

Section D – Organizational Chart of Proposed Team



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
David T. Youngstrom	**Contract/Senior Project Manager**	27	12

15. FIRM NAME AND LOCATION *(City and State)*
Terracon Consultants, Inc. - Port St. Lucie, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S./Geology	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Youngstrom has 27 years of specialized experience in the practice of geotechnical and construction materials engineering. The first 15 years of his career was spent in Minnesota working on a variety of project types, including heavy highway construction, "big box" and residential development, large earthworks and foundation construction, and forensic evaluations of failed or failing pavements. Mr. Youngstrom joined the firm in 2003 as a project geologist progressing to a Senior Project Manager and then to Office Manager. In addition to his project management duties, Mr. Youngstrom is responsible for the day-to-day operations of the Port St. Lucie office, overseeing and managing the staff, with P&L responsibilities for the office. His duties also include overseeing and maintaining quality control programs that fulfill the requirements of the firm's in-house quality assurance/quality control (QA/QC) program, and project specifications.

His expertise includes, but is not limited to, evaluating and overseeing construction of earthworks (embankments, levees, slopes), roadways and bridges; soil improvement/replacement; construction of shallow and deep foundations, and retaining structures. He has expertise in construction inspection, and all areas of construction testing for soils, concrete, masonry and asphalt, as well laboratory testing of aggregates, soils, concrete and asphalt.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
C-24 Canal Park
Port St. Lucie, Florida

(2) YEAR COMPLETED PROFESSIONAL SERVICES	PROFESSIONAL SERVICES
2015/Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Services Manager. This project involved site improvements of an existing boat ramp on the C-24 Canal that included the construction of a new boat ramp with a floating dock, installation of underground storm drainage and utility lines, a car/truck/boat parking lot, a retention pond, and small structures including a restroom facility and three picnic pavilions. Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project, as well as earthwork ("de-mucking") observations and materials testing services during construction. The project site was underlain at shallow depth by unsuitable organic soils (i.e., Terra Ceia muck), primary components of our work was to verify the presence of unsuitable soils through the drilling of engineering borings, evaluating construction options based on those findings, and providing engineering observation oversight during the remediation of the unsuitable soils. Fee - $ 102,000

b.

(1) TITLE AND LOCATION *(City and State)*
Walton Road Widening – Phase II
Port St. Lucie, Florida

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2012	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Services Manager. The project involved the widening of Walton Road from Village Green Drive to Lennard Road (0.8 mile) from an existing two-lane roadway into a divided four-lane roadway. Associated with the roadway widening was underground drainage and utility improvements along the alignment as well as the construction of curbing, sidewalks and medians. Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project. Terracon also materials testing services and inspection services during construction that included: earthwork observations; in-place density testing; concrete testing; rebar inspection; drilled shaft inspection; asphalt testing; turbidity monitoring; vibration monitoring; and noise measurement testing. Fee - $188,380

c.

(1) TITLE AND LOCATION *(City and State)*
North Lennard Road Extension MSBU
Port St. Lucie, Florida

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2011	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Services Manager. The project involved the new construction of 1.1 miles of a two-lane roadway North Lennard Road/Tilton Road from Silver Oaks Drive to Kitterman Road. The project also included the extension of about 0.2 miles of Prima Vista Boulevard which is a four-lane divided road. Associated with the new roadway construction was underground drainage and utility improvements along the alignment as well as the construction of curbing, sidewalks and medians. Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project. Terracon also materials testing services and inspection services during construction that included: earthwork observations ("de-mucking"); in-place density testing; concrete testing; asphalt testing; turbidity monitoring and vibration monitoring. Fee - $108,520

d.

(1) TITLE AND LOCATION *(City and State)*
Walton Road Improvements
Port St. Lucie, Florida

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2009	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. The firm performed a geotechnical investigation and the construction materials testing for the design and construction of the Walton Road improvements from US Highway 1 to Lennard Road. The project involved converting the existing 2-lane roadway into a 4-lane (2, 12-foot wide lanes each direction) travel-way, divided by a grassed median or stamped concrete. The road is flanked along its north and south side with shallow swales. A 4-foot wide bicycle path is located adjacent to both the north and south outer lanes. Finally, a 36-foot wide landscape buffer, with lighting and sidewalks, is located between the bicycle path and right-of-way limits on both the north and south sides. Fee - $29,475

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
Douglas S. Dunkelberger, P.E.	**Principal-in-Charge**	36	22

15. FIRM NAME AND LOCATION *(City and State)*
Terracon Consultants, Inc. - Sarasota, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S./Civil Engineering M.S./Civil Engineering	Florida/Professional Engineer, Civil Engineering

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Since receiving a Master's Degree in Civil Engineering (Soil Mechanics) in 1979, Mr. Dunkelberger has specialized in the practice of geotechnical engineering progressing from staff level to senior project management level responsibilities for studies pertaining to subsurface characterization, foundation design, slope stability, ground settlement/subsidence, embankment design, earthworks, pavement design, seepage/dewatering, and geosynthetics. Mr. Dunkelberger provides 36 years of experience in the role of chief geotechnical engineer for public works related projects, planning and coordinating the field exploration efforts and the laboratory soils testing programs. He also has hands-on involvement with the geotechnical engineering analysis pertaining to the design and construction of treatment plants, pump stations, culverts, pipelines, lined channels and ponds. His knowledge of local subsurface conditions has been formed through 34 years of engineering practice in Florida. Mr. Dunkelberger opened the Port St. Lucie office in 1994. Additionally, he provides technical oversight and direction to geotechnical engineering and technical staff in the Port St. Lucie office.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Prima Vista Boulevard Bridge **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

Principal Engineer. The bridge crosses the North Fork of the St. Lucie River and was constructed in 1994. The structure is supported on 18-inch and 24-inch pre-cast concrete piles while the approach slabs are on-grade (ground) supported atop high earthen fills. The embankments, as designed (by others), were placed over natural organic soil (muck) layers with the inclusion of a rock-filled trench at the embankment toe for slope stability purposes. Settlement had occurred within the approach sections of the bridge. The approach slab and adjacent sidewalk sections have settled as much as 2 inches causing elevation differences between the sidewalk and barrier wall as well as cracking in the approach slab. Our firm was retained to evaluate the cause of existing settlement, project estimates of future settlement, and identify repair strategies. Fee - $14,557

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Design/Build Replacement of the Juanita Avenue Bridge over Taylor Creek **St. Lucie County, Florida**	2010	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Principal Engineer. The project consists of the design and construction of a new (replacement), two-lane, five-span concrete bridge that will carry east and west bound traffic on Juanita Avenue over Taylor Creek. The bridge will be 130 feet in length. The firm completed geotechnical services for the proposed Juanita Avenue bridge replacement. Our scope of work included soil test borings, laboratory testing, geotechnical engineering analysis, and preparation of a report that included our findings, conclusions and foundation recommendations. Fee - $14,294

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Crosstown Parkway Bridge over the C-24 Canal **St. Lucie County, Florida**	2007	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Principal Engineer. The project involved the construction of the 7-lane, 250-foot long Crosstown Parkway Bridge, located over the C-24 Canal in Port St. Lucie. The bridge is located just west of I-95 and provides access for the Crosstown Parkway into the Tradition development. The firm completed a structure investigation and provided construction testing/inspection all in accordance with FDOT criteria and specifications. The geotechnical study included the drilling of Standard Penetration Test (SPT) borings up to 130 feet in depth. The design loads, combined with the bridge's width (built on a skew) and variable subsurface conditions necessitated the need for detailed engineering analyses of the planned pile foundations. Ultimately, working in conjunction with the structural engineer, the pile sizes were reduced from 30-inch square concrete piles down to a more economical 18-inch square concrete pile. Our construction services included PDA test pile monitoring and development of final production pile lengths and installation criteria; oversight of production pile driving; pre-condition surveys and vibration monitoring for the adjacent residential structures; and field and laboratory testing of the fresh and hardened concrete, embankment soil, utility backfill, and roadway subgrade, base and asphaltic concrete materials. Fee - $78,000 (study fees)

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
FIND SL-2 Dredged Material Management Area (DMMA) **St. Lucie County, Florida**	2007, 2008	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Principal Engineer. The firm was responsible for providing geotechnical design through construction engineering inspection services. Identified borrow soils and then carefully managed their reuse during the construction process. The project also involved construction of stormwater management areas, access roadways, and a pile supported weir outfall structure used to decant clarified impoundment water before discharge into the Indian River. Fee - $124,239

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
Brent M. Langlois, E.I.	**Project Manager - Geotechnical**	5	2

15. FIRM NAME AND LOCATION *(City and State)*
Terracon Consultants, Inc. - Port St. Lucie, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S./Civil Engineering	Florida/Engineering Intern

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Langlois has over 5 years of experience in the practice of geotechnical engineering. Mr. Langlois is involved in nearly every aspect of the geotechnical exploration programs he manages including project management, review of field data, laboratory soil classification, CAD, analysis and design, and report preparation. His experience as a geotechnical engineer includes analysis and design of shallow and deep foundations, dams, and pavements. Mr. Langlois is well versed with various industry-related software including FB-Pier, LPILE, SEEP-W, SLOPE-W, and GRLWEAP. Mr. Langlois also has valuable knowledge in foundation load testing (Static and Statnamic), dynamic pile load testing (PDA), tip grouting of drilled shafts, and quality assurance testing of deep foundations including drilled shaft inspection device (MiniSID), Crosshole Sonic Logging (CSL), low strain integrity testing, Sonic Caliper logging of drilled shafts.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Cashmere Boulevard Impermeable Barrier Exploration
Port St. Lucie, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Geotechnical Engineer. The project included planned excavation of a new canal located on the east side of Cashmere Boulevard in Port St. Lucie, Florida. As part of the new canal construction, the South Florida Water Management District (SFWMD) required installation of an impermeable barrier to protect an existing wetland from groundwater drawdown. The wetland is located on the west side of Cashmere Boulevard. The proposed barrier will be approximately 210 linear feet in length and will extend from the ground surface to a confining layer beneath the existing grade. The purpose of our study was to explore the shallow subsurface conditions for the presence of a confining layer by means of auger borings along the proposed location of the impermeable barrier. The field exploration also included groundwater observations. Fee - $1,000

b.

(1) TITLE AND LOCATION *(City and State)*
Vero Beach Municipal Airport Taxiway C Reconstruction
Vero Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Geotechnical Engineer. The planned project will include reconstruction of an existing taxiway located at the Vero Beach Municipal Airport in Vero Beach, Florida. The existing taxiway is understood to be a flexible (asphaltic) pavement. Pertinent field and laboratory work consists of shallow Standard Penetration Test (SPT) borings, pavement and base rock coring, and Limerock Bearing Ratio (LBR) determination on subgrade soils. Our scope of services included 23 cores that were cut through the existing pavement section. Soil borings were subsequently advanced to 10 feet below the pavement surface at each core location. LBR laboratory testing was performed on samples of near-surface soils collected adjacent to the subject pavement areas. Fee - $16,540

c.

(1) TITLE AND LOCATION *(City and State)*
Dredged Material Management Area (DMMA) Haul Road - Land Bridge,
Dania Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Geotechnical Engineer. The project consists of a 400-foot section of an existing land bridge that will be used as part of a haul road for transportation of dredged material from a nearby DMMA. The surface of the land bridge will remain at its current elevation, however, timber mats are proposed to be placed across the land bridge. The subsurface conditions of the existing land bridge were evaluated from a geotechnical perspective (i.e. field exploration and laboratory testing) by Terracon prior to its use and we also provided recommendations for improving the existing road bed to support the anticipated truck traffic. Fee - $5,155

d.

(1) TITLE AND LOCATION *(City and State)*
58th Avenue Reclamation/Resurfacing, 26th to 57th Street
Vero Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Project Geotechnical Engineer. The existing roadway is a 2-lane divided highway with a speed limit of 45 mph. The County is planning to rehabilitate approximately 3 miles of the subject roadway section. In connection with this work, the County wanted to know the composition of the in-place pavement section (i.e., surface course, base and subgrade thickness and type). The existing pavement is a flexible (asphaltic) pavement. Terracon provided field exploration and laboratory testing under the guidance of a geotechnical engineer to characterize the subsurface conditions of the site. We also provided field and laboratory data for the existing pavement section thicknesses and material types. The scope of our services included 20 cores that were cut through the existing pavement section. Soil borings were subsequently advanced to 4 feet below the pavement surface at each core location. Dynamic Cone Penetrometer (DCP) tests were performed at 11 core locations to collect strength data for the subgrade soil. Fee - $11,695

e.

(1) TITLE AND LOCATION *(City and State)*
34th Avenue (Airport Access Road) Improvements
Vero Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2014	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Project Geotechnical Engineer. Roadway widening and bridge replacement project located in Vero Beach, FL. Implemented laboratory testing program and performed soil stratification based off SPT field exploration data. Performed FB-Deep and L-PILE analysis for replacement bridge foundation system. Collaborated with principal engineer in providing geotechnical design recommendations. Fee - $14,990

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
Kevin E. Aubry, P.E.	Senior Geotechnical Engineer	35	16

15. FIRM NAME AND LOCATION *(City and State)*
Terracon Consultants, Inc. - West Palm Beach, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S./Civil Engineering M.S./Civil (Geotechnical) Engineering	Florida/Professional Engineer, Civil Engineering

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Aubry specializes in the earthwork and underground components of civil engineering projects that range from roads and bridges to dams and water resources. Following receipt of a Master of Science in 1981, he has 35 years of experience as a Geotechnical Engineer. Mr. Aubry, a Senior Associate at Terracon, is responsible for client contact, field crew coordination, project management, laboratory soils classification, geotechnical engineering analysis, development of geotechnical engineering recommendations, and report preparation. Mr. Aubry has worked as project manager for geotechnical work for several civil engineering improvement projects, a number of which are listed below. These projects typically involved roadways, pipelines, and land development. Additionally, he provides technical oversight and direction to geotechnical engineering and technical staff in the Port St. Lucie office.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Kings Highway and Angle Road Intersection Improvements
St. Lucie County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 — CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. Project improvements included widening of a ½ mile of Kings Highway (from a 2-lane to 6-lane divided roadway) on both the north and south sides of the intersection. A ½ mile of Angle Road will also be widened (from a 2-lane to 4-lane divided roadway) to the east and west of the intersection. The existing bridge over Belcher Canal will be replaced to accommodate the widening of Kings Highway. The project also includes the installation of new mastarms at 2 intersections for signalization, construction of 3 new wet ponds and 2 cross drains for stormwater management. The firm provided a roadway soil survey and structure investigation. The geotechnical study was conducted to characterize the subsoil and groundwater conditions along the roadway alignment (and within the area of the new bridge foundations) and to provide geotechnical recommendations for the project. Fee: $9,912

b.

(1) TITLE AND LOCATION *(City and State)*
West Regional Wastewater Treatment Facility (WWTF)
Vero Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012 — CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. The West Regional WWTF project site located near Vero Beach, Florida consists of a series of percolation ponds and wetlands that are used to store treated effluent from the water treatment facility for reuse as irrigation. There were seepage concerns north of the existing settling pond at the WWTF. Seepage outbreaks were noted in the canal that is south of and parallel with 8th Street. The firm provided geotechnical engineering services which included a report that provided a summary of the methods of study and key findings from the work, as well as conceptual recommendations for managing the seepage that has manifested just north of the project site. Fee - $10,800

c.

(1) TITLE AND LOCATION *(City and State)*
CR 68 (Orange Avenue) Shoulder Widening Project, Graves Road to Kings Highway
St. Lucie County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012 — CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. The project consisted of widening of the existing roadway embankment between Graves Road and Kings Highway (project length is approximately 5.6 miles). The proposed typical section calls for widening of the existing shoulders to 8 feet (5 feet paved) and reshaping of existing road side swales for enhanced drainage. The firm completed a roadway soil survey for the widening project. Our report provided a description of the methods of exploration, factual data from field explorations and laboratory testing, and the firm's geotechnical engineering oriented opinions and recommendations for design and construction of the embankment widening project. Fee - $33,427

d.

(1) TITLE AND LOCATION *(City and State)*
Canal 411 Culvert Replacement Intersection of Rock Road and Orange Avenue
St. Lucie County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012 — CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. The project included the replacement of the culvert at Canal 411 and associated potential temporary maintenance of traffic (MOT) lanes. The existing dual 42-inch cross drain culverts that pass under Orange Avenue just west of Rock Road are undersized and are planned to be replaced with a new single box culvert that would be longer (total length of about 140 feet). The firm completed a subsurface study and roadway soil survey. Our report provided a description of the methods of survey, factual data from field explorations and laboratory testing, and our geotechnical engineering oriented opinions and recommendations for design and construction of the project components. Fee - $15,887

e.

(1) TITLE AND LOCATION *(City and State)*
Taylor Creek Reservoir Improvement Project
Osceola and Orange Counties, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 — CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. The Taylor Creek Reservoir Improvements project is located in Orange and Osceola Counties near the St. Johns River and State Road 520 in Florida. The reservoir, designed to provide flood water storage and water supply benefits in the drainage basin of the upper St. Johns River, receives drainage from a 60-square-mile area. The project consists of an evaluation of the existing reservoir embankment and its integrity when subjected to existing permitted reservoir pool elevations as well as for potential increased pool elevations. The firm provided subsurface exploration, piezometer installation, field permeability testing, laboratory testing, calibration of seepage models for existing embankment cross sections, seepage modeling, embankment stability calculations, settlement forecasts, geotechnical engineering report preparation and presentation to the St. Johns River Water Management District staff. Fee - $222,863

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
Kimberly A. Roberts	**Project Manager- Materials Testing & Inspections**	10	10

15. FIRM NAME AND LOCATION *(City and State)*
Terracon Consultants, Inc. - Port St. Lucie, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S./Environmental Science	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Since obtaining her Bachelor's Degree in Environmental Science, Ms. Roberts has been advancing her career in the field of geotechnical engineering through a wide variety of project assignments and responsibilities, as well as through self-study, short courses, and in-house training. Ms. Roberts presently serves as a Project Scientist specializing in the practice of construction materials testing and inspection. She holds various certifications and has progressive experience performing construction field inspection and testing to verify compliance with project specifications. Her specific inspection experience includes installation of utilities, road construction, asphaltic concrete pavement construction; reinforcing steel construction; dredged material management area (DMMA) impoundment construction; canal bank restoration construction, canal bank stabilization utilizing vegetation/articulating mats, beach dune restoration construction; and shoreline stabilization utilizing gabion baskets. Her experience allows her to effectively coordinate with on-site personnel to assure that work is completed in accordance with project plans and specifications as well as trouble-shoot potential problems.

Certifications

CTQP (FDOT) Earthwork Construction Inspection, Level I & Level II
ACI Concrete Field Testing Technician, Grade I
CTQP Concrete Field Technician, Level I
CTQP Asphalt Paving Technician, Level I
Nuclear Density Gauge Safety/ Hazardous Materials Training
ATSSA Advanced Maintenance of Traffic (MOT) Certification
FDEP Qualified Stormwater Management Inspector
CTQP Final Estimates, I & II
FDOT QC Manager
ACI Aggregate Base Testing Technician
ACI Concrete Strength Testing Technician
Trained Hurricane Debris Monitor
OSHA (10 hour) Construction Safety

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
C-24 Canal Park **Port St. Lucie, Florida**	2015/Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. This project involved site improvements of an existing boat ramp on the C-24 Canal that included the construction of a new boat ramp with a floating dock, installation of underground storm drainage and utility lines, a car/truck/boat parking lot, a retention pond, and small structures including a restroom facility and three picnic pavilions. Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project, as well as earthwork ("de-mucking") observations and materials testing services during construction. The project site was underlain at shallow depth by unsuitable organic soils (i.e., Terra Ceia muck), primary components of our work was to verify the presence of unsuitable soils through the drilling of engineering borings, evaluating construction options based on those findings, and providing engineering observation oversight during the remediation of the unsuitable soils. Fee - $ 102,000

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Savona Pedestrian Bridge **Port St. Lucie, Florida**	2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. The firm provided contractor quality control (CQC) materials testing and QC Manager services for the Savona Pedestrian Bridge project in Port St. Lucie. The scope of our services included field earthwork testing, field concrete testing, laboratory testing services (i.e. Proctors, Atterberg Limits, organic content, Percent Fines), lab concrete testing, and engineering and reporting. Fee - $1,185

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
FIND SL-2 Dredged Material Management Area (DMMA) **St. Lucie County, Florida**	2010	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Engineering Technician/Inspector. Our role was from start to finish on this 14±-acre DMMA, providing geotechnical design through construction engineering inspection services. The firm had to identify borrow soils and then carefully manage their reuse during the construction process. The project also involved construction of stormwater management areas, access roadways, and a pile supported weir outfall structure used to decant clarified impoundment water before discharge into the Indian River. Fee - $78,834

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Angle Road Phases I - III **St. Lucie County, Florida**	2009	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Engineering Technician/Inspector The project involved the construction of 2.2± miles of new sidewalk along the east side of Angle Road extending from 53rd Street to Orange Avenue in Fort Pierce (St. Lucie County), Florida. The firm completed Phase I and II environmental site assessments (ESAs) and geotechnical engineering services for the project. The firm also provided construction materials testing services for Phases I (Angle Road at Orange Avenue to Avenue M), II (Angle Road at Orange Avenue north to 53rd Street past Avenue Q), and III (Avenue D extension). Furthermore, the firm provided oversight during the construction to coordinate the aforementioned test program and engineering review of the test results. Fee - $43,941

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
Michael J. O'Connor, P.E.	**Senior Materials Engineer**	31	22

15. FIRM NAME AND LOCATION *(City and State)*
Terracon Consultants, Inc. - West Palm Beach, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S./Civil Engineering	Florida/Engineer Florida/Threshold Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. O'Connor is a registered (Florida) professional engineer with over 31 years of expertise in construction services and building inspection services. A Principal of Terracon, he has been in responsible charge of the West Palm Beach office and its state-of-the-practice specialty materials testing laboratory since 1994. On a day-to-day basis, Mr. O'Connor provides technical oversight and direction to engineering and technical staff. He is responsible for managing designated laboratory and field verification activities relative to sampling, inspecting, field and laboratory testing of bituminous material, concrete, soils, aggregate materials, water, steel, prestress concrete and precast concrete in accordance with applicable Florida Sampling and Testing Methods, AASHTO, and ASTM Standard Specifications. Mr. O'Connor has managed these activities on project sites as well as offsite locations including materials producers, batch plants, and fabrication plants. Additionally, he provides technical oversight and direction to engineering and technical staff in the Port St. Lucie office.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
C-24 Canal Park
Port St. Lucie, Florida

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2015/Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Senior Materials Engineer. This project involved site improvements of an existing boat ramp on the C-24 Canal that included the construction of a new boat ramp with a floating dock, installation of underground storm drainage and utility lines, a car/truck/boat parking lot, a retention pond, and small structures including a restroom facility and three picnic pavilions. Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project, as well as earthwork ("de-mucking") observations and materials testing services during construction. The project site was underlain at shallow depth by unsuitable organic soils (i.e., Terra Ceia muck), primary components of our work was to verify the presence of unsuitable soils through the drilling of engineering borings, evaluating construction options based on those findings, and providing engineering observation oversight during the remediation of the unsuitable soils. Fee - $ 102,000

b.

(1) TITLE AND LOCATION *(City and State)*
Walton Road Widening – Phase II
Port St. Lucie, Florida

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2012	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Senior Materials Engineer. The project involved the widening of Walton Road from Village Green Drive to Lennard Road (0.8 mile) from an existing two-lane roadway into a divided four-lane roadway. Associated with the roadway widening was underground drainage and utility improvements along the alignment as well as the construction of curbing, sidewalks and medians. Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project. Terracon also materials testing services and inspection services during construction that included: earthwork observations; in-place density testing; concrete testing; rebar inspection; drilled shaft inspection; asphalt testing; turbidity monitoring; vibration monitoring; and noise measurement testing. Fee - $188,380

c.

(1) TITLE AND LOCATION *(City and State)*
Cooling Water Discharge Pipe Replacement, Florida Power & Light (FPL) St. Lucie Nuclear Power Plant
Fort Pierce, , Florida

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2012	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Senior Materials Engineer. At FPL's St. Lucie Nuclear Power Plant in the late stages of an outage for one of the nuclear power generating units it was discovered that existing carbon steel pipes for the cooling water discharges had become corroded and required replacement via an "emergency response" mode. As a member of the design/build (D/B) team, we provided geotechnical services involving exploratory work (subsurface investigation) and construction support (monitoring and testing). As part of the pre-construction services, the firm used the gathered subsurface data to formulate geotechnical criteria for support (bedding) of the new piping and also for stability of temporary sheetpile walls. During construction, Terracon provided round-the-clock (24/7) geophysical (ground vibration) monitoring of sheetpile driving and soil compaction activities. Since regulatory restrictions prevented soil samples leaving the Plant, we established an on-site laboratory for soil gradation and Proctor tests. Terracon's QC testing covered pipe backfill placement and structural concrete for the headwall. The project was completed in 60 days. Fee - $66,730

d.

(1) TITLE AND LOCATION *(City and State)*
North Lennard Road Extension MSBU
Port St. Lucie, Florida

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
2011	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Senior Materials Engineer. The project involved the new construction of 1.1 miles of a two-lane roadway North Lennard Road/Tilton Road from Silver Oaks Drive to Kitterman Road. The project also included the extension of about 0.2 miles of Prima Vista Boulevard which is a four-lane divided road. Associated with the new roadway construction was underground drainage and utility improvements along the alignment as well as the construction of curbing, sidewalks and medians. Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project. Terracon also materials testing services and inspection services during construction that included: earthwork observations ("de-mucking"); in-place density testing; concrete testing; asphalt testing; turbidity monitoring and vibration monitoring. Fee - $108,520

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
Jerry Logan	Construction Services Coordinator	11	7

15. FIRM NAME AND LOCATION *(City and State)*
Terracon Consultants, Inc. - Port St. Lucie, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
Various U.S. Navy Training Schools

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Logan is a Construction Services Coordinator in the South Florida Region with more than 7 years of experience. He is responsible for scheduling, directing and overseeing the field testing technicians on a daily basis. As a retired Navy Officer, he is adept at organizing, directing, and managing the technical staff, and able to maintain a calm demeanor during times of crisis. Mr. Logan's expertise and knowledge extend well beyond his years of experience with the firm. Mr. Logan has had key involvement, in both field testing and project coordination for numerous projects on the Treasure Coast. He is CTQP-qualified in Earthwork Construction Inspection (level 1) and is certified by Troxler (nuclear gauge) and as a Radiation Safety officer.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Florida Department of Transportation (FDOT)
Districts 4 and 6
Various Locations

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing
CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Construction Services Coordinator. Terracon is active in the analyzing of both quality control (QC) and independent verification (IV) test results and are responsible for the entry and verification of samples in the LIMS system. These services include coordination with the District Materials Lab, compilation of lot packages for the Resident Asphalt Specialist, daily production reporting, and general assistance to the FDOT Asphalt Team.

b.

(1) TITLE AND LOCATION *(City and State)*
C-24 Canal Park
Port St. Lucie, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015/Ongoing
CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Construction Services Coordinator. This project involved site improvements of an existing boat ramp on the C-24 Canal that included the construction of a new boat ramp with a floating dock, installation of underground storm drainage and utility lines, a car/truck/boat parking lot, a retention pond, and small structures including a restroom facility and three picnic pavilions. Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project, as well as earthwork ("de-mucking") observations and materials testing services during construction. The project site was underlain at shallow depth by unsuitable organic soils (i.e., Terra Ceia muck), primary components of our work was to verify the presence of unsuitable soils through the drilling of engineering borings, evaluating construction options based on those findings, and providing engineering observation oversight during the remediation of the unsuitable soils. Fee - $ 102,000

c.

(1) TITLE AND LOCATION *(City and State)*
Weatherbee Road Safety Project, Sidewalk Enhancement
St. Lucie County, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2013
CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Engineering Technician/Inspector. The project involved about 5,000 lineal feet (lf) of new storm drainage improvements and about 15,900 lf of new sidewalk construction as well as roadway and driveway restoration. The firm provided construction observation and materials testing services for the sidewalk enhancement project. Our testing services were required on a periodic (and sometimes full-time) basis throughout the six month duration of the project with a contingency to extend the project for one month, if necessary. Fee - $19,159

d.

(1) TITLE AND LOCATION *(City and State)*
CR 512/CR 510 Corridor Improvements
Indian River County, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2008
CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Engineering Technician/Inspector. The project involved the widening of the existing County Road (CR) 512 and CR 510 from a two-lane roadway to a four-lane divided highway (approximately three miles), drainage improvements and the replacement of a bridge as well as the construction of several stormwater attenuation ponds. A critical aspect of this project was the removal of plastic soils (AASHTO A-2-6 type) from below the roadway embankment. In addition to providing construction materials testing services for the project, the firm was on-site to monitor the contractor's earthwork activities so that the soil exchange was performed in a cost effective manner. Another critical aspect of this project was the pile driving analysis and recommendations for the bridge replacement. The firm performed pile-driving analysis (PDA) during the test piles and provided valuable pile recommendations, which resulted in a significant cost and time savings to the county during the production piles. Fee - $117,400

e.

(1) TITLE AND LOCATION *(City and State)*
Crosstown Parkway (Segment 3) Over Florida's Turnpike
Port St Lucie, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2007
CONSTRUCTION *(If Applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Engineering Technician/Inspector. The project involved design of a new bridge over Florida's Turnpike for the City of Port St. Lucie's new Crosstown Parkway. Design was performed by American Engineering in accordance with FDOT standards. The firm completed the requisite bridge investigation per FDOT standards - field exploration, laboratory testing and report of findings with recommendations for design and construction of driven concrete piles (24" PPC piles), roadway embankment and MSE walls. The firm was also responsible for the test pile driving (PDA) program - implemented the PDA program and provided final pile lengths and driving criteria. Fee - $247,824

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

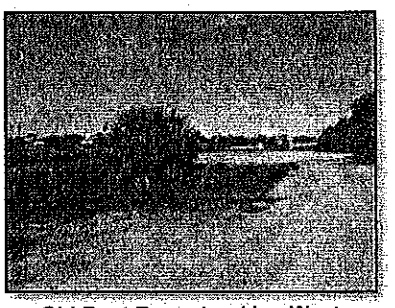
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
C-24 Canal Park **Port St. Lucie, Florida**	2015/Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

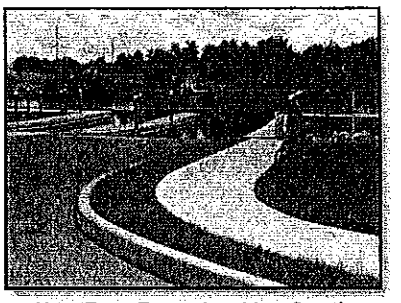
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie	Steve Jungjohan	(772) 370-8229

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project involved site improvements of an existing boat ramp on the C-24 Canal that included the construction of a new boat ramp with a floating dock, installation of underground storm drainage and utility lines, a car/truck/boat parking lot, a retention pond, and small structures including a restroom facility and three picnic pavilions.



Old Boat Ramp Looking West



New Boat Ramp Looking South

Restroom & Pavilions Looking Southeast

Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project, as well as earthwork ("de-mucking") observations and materials testing services during construction. The project site was underlain at shallow depth by unsuitable organic soils (i.e., Terra Ceia muck), primary components of our work was to verify the presence of unsuitable soils through the drilling of engineering borings, evaluating construction options based on those findings, and providing engineering observation oversight during the remediation of the unsuitable soils.

Fee - $102,000

C-24 Canal Park Looking Southwest

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Prime Consultant

20. 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 H for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Prima Vista Boulevard Bridge **St. Lucie County, Florida**	2014	N/A

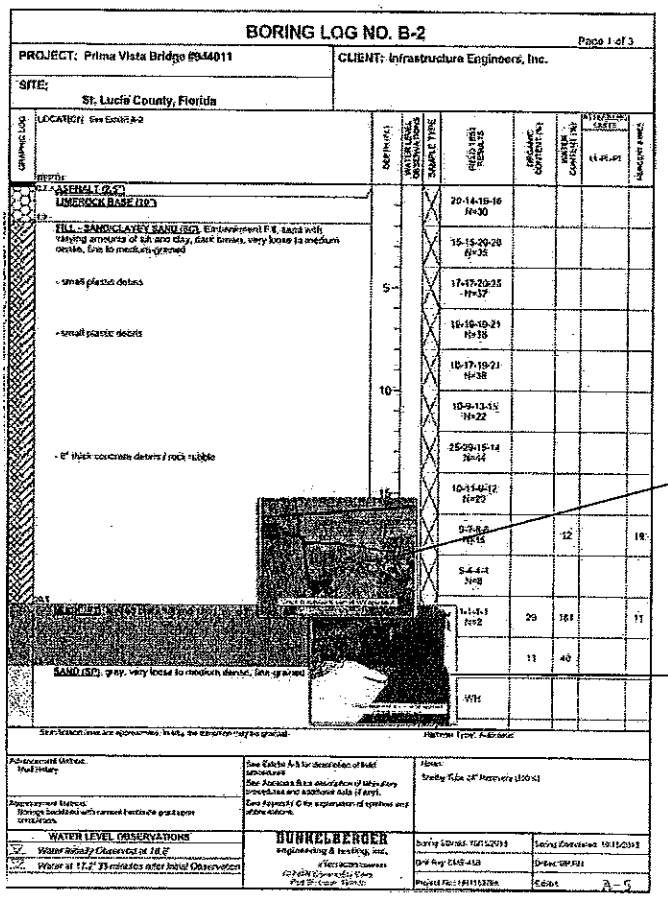
23. PROJECT OWNER'S INFORMATION

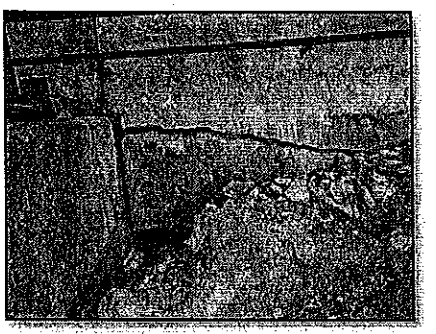
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County **c/o Infrastructure Engineers, Inc.**	Scott Radecki, P.E.	(888) 451-6822 ext. 2430

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

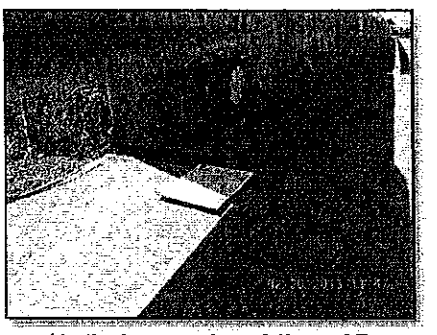
The bridge crosses the North Fork of the St. Lucie River and was constructed in 1994. The structure is supported on 18-inch and 24-inch pre-cast concrete piles while the approach slabs are on-grade (ground) supported atop high earthen fills. The embankments, as designed (by others), were placed over natural organic soil (muck) layers with the inclusion of a rock-filled trench at the embankment toe for slope stability purposes. To date, settlement has occurred within the approach sections of the bridge. The approach slab and adjacent sidewalk sections have settled as much as 2 inches causing elevation differences between the sidewalk and barrier wall as well as cracking in the approach slab. Terracon (formerly doing business as Dunkelberger Engineering & Testing, Inc.) was retained to evaluate the cause of existing settlement, project estimates of future settlement, and identify repair strategies.

Fee - $25,000 (study fees to date)





Crack in approach slab at NW



Vertical separation of 1' ± at SE approach sidewalk to barrier wall

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Subconsultant

20. 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

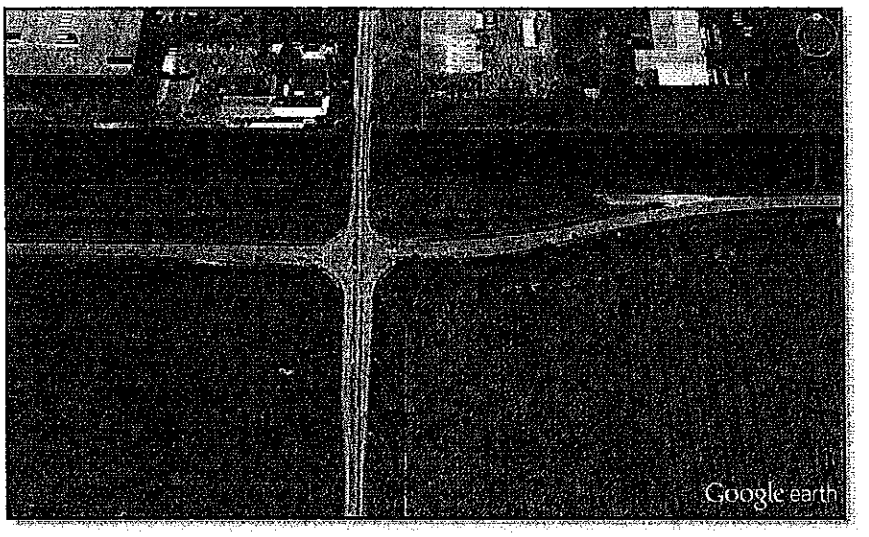
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Kings Highway and Angle Road Intersection Improvements **St. Lucie County, Florida**	2013	N/A

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County **c/o Kimley-Horn & Associates, Inc.**	Brian Good, P.E.	(772) 794-4083

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Project improvements included widening of a ½ mile of Kings Highway (from a 2-lane to 6-lane divided roadway) on both the north and south sides of the intersection. A ½ mile of Angle Road will also be widened (from a 2-lane to 4-lane divided roadway) to the east and west of the intersection. The existing bridge over Belcher Canal will be replaced to accommodate the widening of Kings Highway. The project also includes the installation of new mastarms at 2 intersections for signalization, construction of 3 new wet ponds and 2 cross drains for stormwater management. The firm provided a roadway soil survey and structure investigation. The geotechnical study was conducted to characterize the subsoil and groundwater conditions along the roadway alignment (and within the area of the new bridge foundations) and to provide geotechnical recommendations for the project.

Fee - $9,912



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Subconsultant

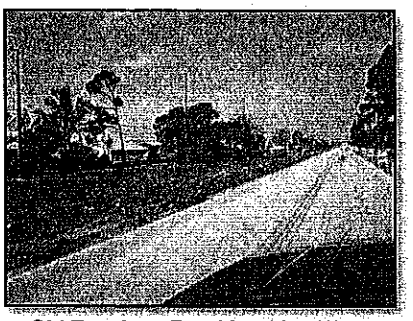
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Walton Road Widening – Phase II **Port St. Lucie, Florida**	2012	N/A

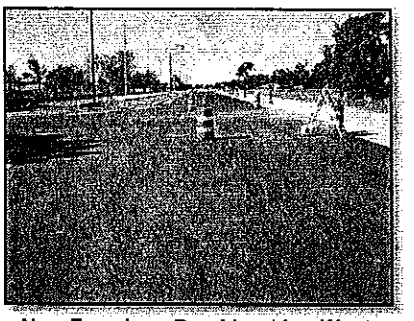
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER **St. Lucie County**	b. POINT OF CONTACT NAME John Frank, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (772) 216-2589

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

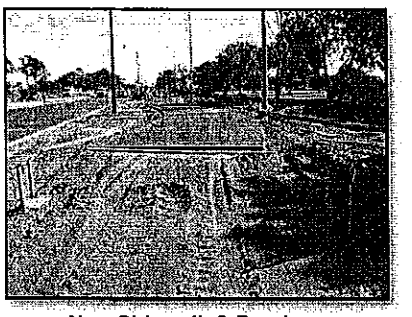
The project involved the widening of Walton Road from Village Green Drive to Lennard Road (0.8 mile) from an existing two-lane roadway into a divided four-lane roadway. Associated with the roadway widening was underground drainage and utility improvements along the alignment as well as the construction of curbing, sidewalks and medians.



Old Two-lane Road Looking West



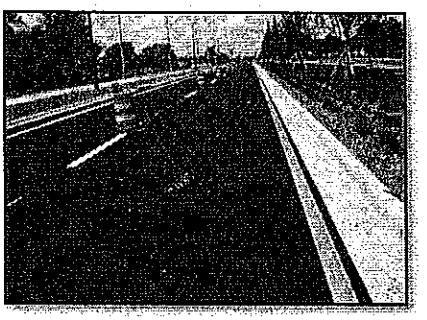
New Four-lane Road Looking West



New Sidewalk & Roadway Looking East

Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project. Terracon also materials testing services and inspection services during construction that included: earthwork observations; in-place density testing; concrete testing; rebar inspection; drilled shaft inspection; asphalt testing; turbidity monitoring; vibration monitoring; and noise measurement testing.

Fee - $188,380



New Four-lane Roadway & Median Looking West

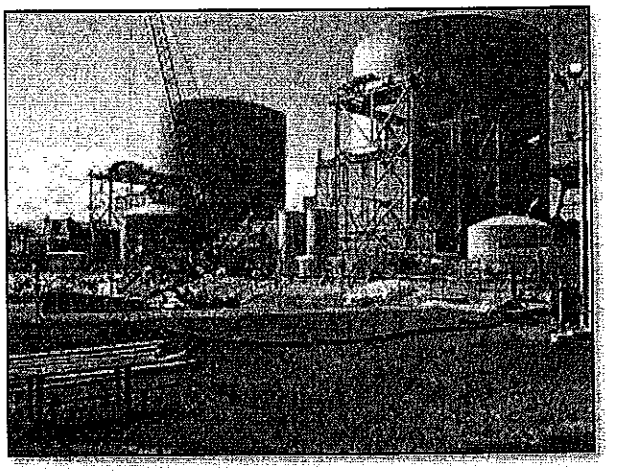
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 if none 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)
Cooling Water Discharge Pipe Replacement, Florida Power & Light (FPL) St. Lucie Nuclear Power Plant Fort Pierce, Florida	2012	N/A

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Power & Light (FPL) c/o Underwater Engineering Services, Inc. (UESI)	Dean Reynolds	(772) 337-3116

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



At FPL's St. Lucie Nuclear Power Plant in the late stages of an outage for one of the nuclear power generating units it was discovered that existing carbon steel pipes for the cooling water discharges had become corroded and required replacement via an "emergency response" mode. Terracon (formerly doing business as Dunkelberger Engineering & Testing, Inc.) was retained by UESI as a member of the design/build (D/B) team to provide geotechnical services involving exploratory work (subsurface investigation) and construction support (monitoring and testing).

As part of the pre-construction services, the firm used the gathered subsurface data to formulate geotechnical criteria for support (bedding) of the new piping and also for stability of temporary sheetpile walls. During construction, Terracon provided round-the-clock (24/7) geophysical (ground vibration) monitoring of sheetpile driving and soil compaction activities. Since regulatory restrictions prevented soil samples leaving the Plant, we established an on-site laboratory for soil gradation and Proctor tests. Terracon's QC testing covered pipe backfill placement and structural concrete for the headwall. The project was completed in 60 days.

Fee - $66,730

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Subconsultant

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	
Design/Build Replacement of the Juanita Avenue Bridge over Taylor Creek **St. Lucie County, Florida**	PROFESSIONAL SERVICES 2010	CONSTRUCTION (if Applicable) N/A

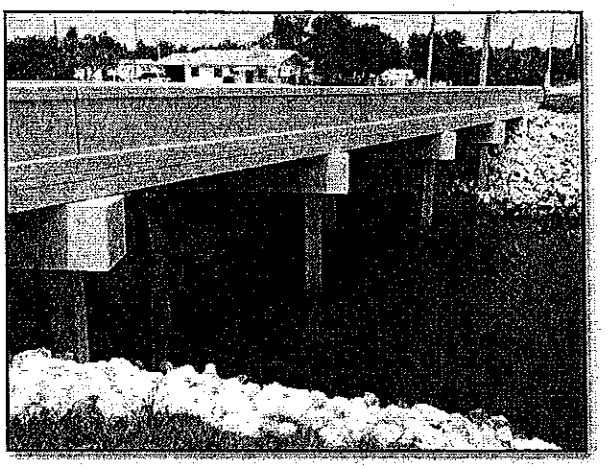
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County **c/o Florida Bridge and Transportation, Inc.**	Mark Niedermann, P.E.	(407) 513-9709

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project consists of the design and construction of a new (replacement), two-lane, five-span concrete bridge that will carry east and west bound traffic on Juanita Avenue over Taylor Creek. The bridge will be 130 feet in length. Dunkelberger completed geotechnical services for the proposed Juanita Avenue bridge replacement. Our scope of work included soil test borings, laboratory testing, geotechnical engineering analysis, and preparation of a report that included our findings, conclusions and foundation recommendations.

Fee - $14,294



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Subconsultant

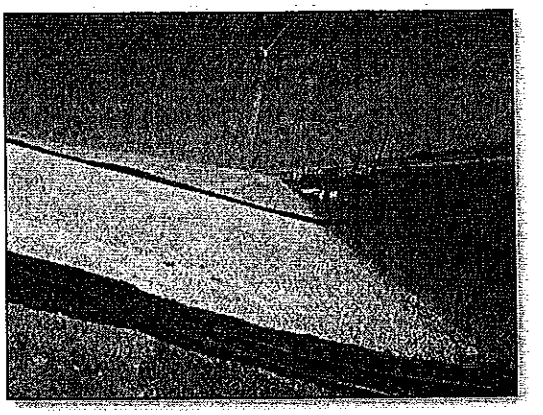
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or up to 10 projects if not specified. Complete one Section F for each project)	G. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Canal Revetment Project, FPL St. Lucie Nuclear Power Plant **Fort Pierce, Florida**	2010	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Power & Light (FPL) **c/o UESI**	Dean Reynolds	(772) 337-3116

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



The St. Lucie Nuclear Power Plant, operated by FPL, is located on Hutchinson Island, a barrier island on the coast of Florida's Martin and St. Lucie Counties. The plant has been in operation for over 40 years and consists of a one-mile long, horseshoe-shaped, cooling water intake and discharge canal that runs from the plant to the Atlantic Ocean. Hurricanes that struck the local area caused severe erosion to the canal embankments. FPL chose a repair method that incorporated an ArmorFlex concrete revetment system that was installed while the plant was in operation. To restore the geometry of the canal a mixture of stone and coarse sand had to be placed in the hurricane damaged areas. In the areas affected by water, articulating mat block was installed to protect the slope and retain the stone and sand.

Dunkelberger/Terracon provided construction materials testing services for the revetment project. The scope of work included: collecting samples of the proposed fill material for laboratory testing; in-place density testing of the backfilled canal slope embankment by nuclear methods (ASTM D 2922); field testing (i.e. slump, air and temperature) of fresh concrete as it was placed; laboratory testing (i.e. compressive strength) of hardened concrete; and laboratory testing (i.e. compressive strength) for concrete block.

Fee - $72,302

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Subconsultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER 8

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
North Lennard Road Extension MSBU **Port St. Lucie, Florida**	PROFESSIONAL SERVICES 2011	CONSTRUCTION (if Applicable) N/A

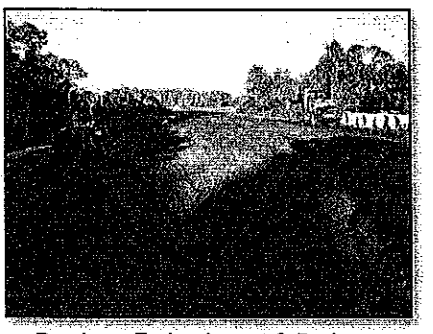
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County	John Frank, P.E.	(772) 216-2589

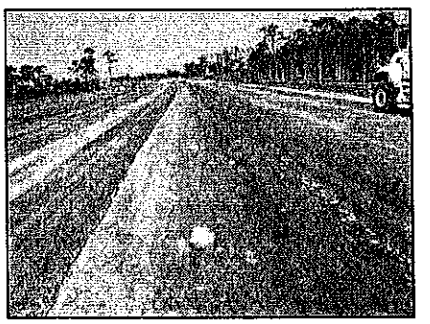
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project involved the new construction of 1.1 miles of a two-lane roadway North Lennard Road/Tilton Road from Silver Oaks Drive to Kitterman Road. The project also included the extension of about 0.2 miles of Prima Vista Boulevard which is a four-lane divided road. Associated with the new roadway construction was underground drainage and utility improvements along the alignment as well as the construction of curbing, sidewalks and medians.

Constructing Roadway Embankment



Roadway Embankment & Drainage



Roadway with 1st Lift of Asphalt

Terracon (formerly Dunkelberger) provided geotechnical engineering services to assist in the design and construction of the project. Terracon also materials testing services and inspection services during construction that included: earthwork observations ("de-mucking"); in-place density testing; concrete testing; asphalt testing; turbidity monitoring and vibration monitoring.

Fee - $108,520

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Prime Consultant

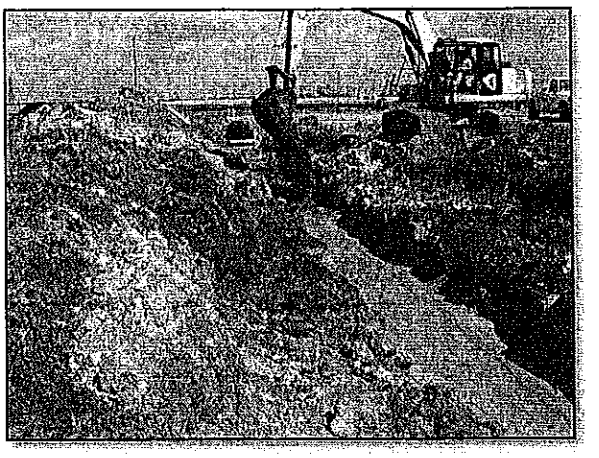
20. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER 9

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Crosstown Parkway Segments 2 and 4 **Port St. Lucie, Florida**	PROFESSIONAL SERVICES 2007	CONSTRUCTION (if Applicable) N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie **c/o Culpepper & Terpening, Inc.**	Stefan Matthes, P.E.	(772) 464-3537

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



The project involved the widening of West Virginia Drive (Crosstown Parkway) from a local, 2-lane roadway into a 6-lane divided roadway serving as a primary east-west thoroughfare. The roadway alignment runs through a residential area that is mostly developed and is flanked along its north and south sides with a shallow swale. A concrete sidewalk runs between the swale and the berm. Divided by a raised grassed median, the roadway was built within a 330-foot wide right-of-way (ROW). A 3-foot high raised berm was constructed adjacent to the ROW limits on the south side. Flexible pavement sections were proposed for the roadway travel ways.

Segment 2 begins at Bayshore Boulevard and ends to the east at Manth Lane. Terracon (formerly doing business as Dunkelberger Engineering & Testing, Inc.) explored the shallow subsurface conditions along the proposed roadway alignment in order to characterize the shallow subsoil stratigraphy and groundwater levels with respect to the proposed roadway construction. Services involved: drilling shallow exploratory borings along the planned roadway alignment; installation of temporary piezometers; laboratory review, classification and testing of collected soil samples; engineering analysis; and preparation of design geotechnical report.

Segment 4 involved the widening of Juliet Avenue, and began at MacKenzie Street and ends just east of Cashmere Boulevard. Terracon explored the shallow subsurface conditions along the proposed roadway alignment in order to characterize the shallow subsoil stratigraphy and groundwater levels with respect to the proposed roadway construction. Terracon completed field work for the roadway soil survey which entailed performing shallow exploratory borings along the planned roadway alignment, installation of temporary piezometers, classification and testing of collected soil samples, and engineering analysis.

Fee - $46,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Subconsultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)	20. EXAMPLE PROJECT KEY NUMBER 10

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Crosstown Parkway Bridge over C-24 Canal **Port St. Lucie, Florida**	PROFESSIONAL SERVICES 2007	CONSTRUCTION (if Applicable) N/A

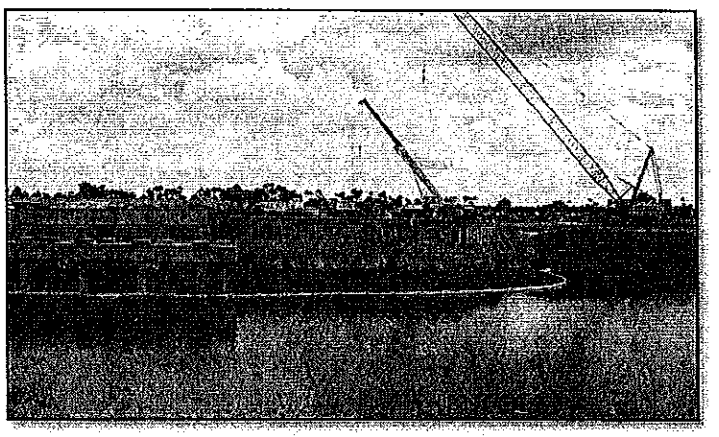
23. PROJECT OWNER'S INFORMATION

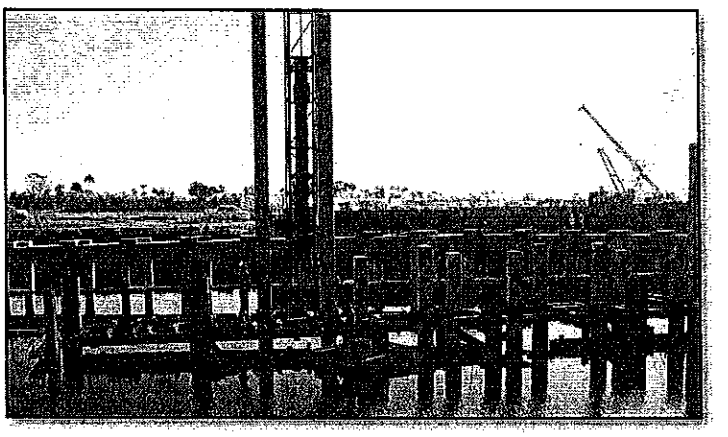
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie **c/o Verano Development LLC**	Robert Fromm	(772) 429-3533

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project involved the construction of the 7-lane, 250-foot long Crosstown Parkway Bridge, located over the C-24 Canal in Port St. Lucie. The bridge is located just west of I-95 and provides access for the Crosstown Parkway into the Tradition development. Terracon (formerly doing business as Dunkelberger Engineering & Testing, Inc.) completed a structure investigation and provided construction testing/inspection all in accordance with FDOT criteria and specifications. The geotechnical study included the drilling of Standard Penetration Test (SPT) borings up to 130 feet in depth. The design loads, combined with the bridge's width (built on a skew) and variable subsurface conditions necessitated the need for detailed engineering analyses of the planned pile foundations. Ultimately, working in conjunction with the structural engineer, the pile sizes were reduced from 30-inch square concrete piles down to a more economical 18-inch square concrete pile. Terracon's construction services included PDA test pile monitoring and development of final production pile lengths and installation criteria; oversight of production pile driving; pre-condition surveys and vibration monitoring for the adjacent residential structures; and field and laboratory testing of the fresh and hardened concrete, embankment soil, utility backfill, and roadway subgrade, base and asphaltic concrete materials.

Fee - $78,000 (study fees)





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	**Terracon Consultants, Inc.**	Port St. Lucie, West Palm Beach, & Sarasota, Florida	Subconsultant

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
David T. Youngstrom	Client/Senior Project Manager	X		X	X	X	X	X	X	X	X
Douglas S. Dunkelberger, P.E.	Principal-in-Charge	X	X	X	X	X	X	X	X	X	X
Brent M. Langlois, E.I.	Project Manager - Geotechnical	X		X							
Kevin E. Aubry, P.E.	Senior Geotechnical Engineer	X	X	X			X				X
Kimberly A. Roberts	Project Manager – Materials Testing & Inspections	X			X	X					
Michael J. O'Connor, P.E.	Senior Materials Engineer	X			X	X		X	X	X	X
Jerry A. Logan	Construction Services Coordinator	X			X	X		X	X	X	X

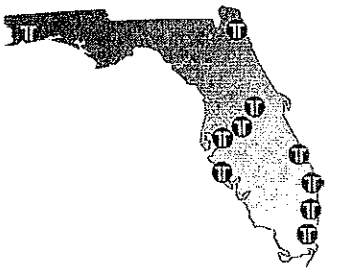
29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	C-24 Canal Park	6	Design/Build Replacement of the Juanita Avenue Bridge over Taylor Creek
2	Prima Vista Boulevard Bridge	7	Canal Revetment Project, FPL St. Lucie Nuclear Power Plant
3	Kings Highway and Angle Road Intersection Improvements	8	North Lennard Road Extension MSBU
4	Walton Road Widening – Phase II	9	Crosstown Parkway Segments 2 and 4
5	Cooling Water Discharge Pipe Replacement, FPL St. Lucie Nuclear Power Plant	10	Crosstown Parkway Bridge over C-24 Canal

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

WHY CHOOSE THE TERRACON TEAM?



Terracon Consultants, Inc. is a dynamic and growing engineering and scientific consulting firm providing multiple related service lines to clients at local, regional and national levels. We offer specialized engineering services throughout Florida, working with thousands of private and public sector clients. With the strength of firm and our existing operations, Terracon has a tremendous presence and broad scope of knowledge in South Florida. Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Terracon has evolved into a successful multi-discipline firm specializing in:

- Environmental
- Geotechnical
- Facilities
- Materials

Terracon began as Soil Testing Services of Iowa, Inc. in April 1965. In 1980, the company was renamed Terracon Consultants, Inc. and moved to the Kansas City metropolitan area. Over its 51-year history, Terracon has achieved significant expansion through both internal growth and acquisitions. Terracon currently has more than 3,800 employees in 150 offices and 40 states nationwide. Nodarse & Associates, Inc. and Dunkelberger Engineering & Testing, Inc. joined Terracon in 2011 and 2013, respectively.

Terracon offers a 10 office network in Florida with a staff of more than 70 in South Florida (including 10 registered P.E.'s, 2 E.I.'s and 30+ CTQP technicians) as well as four offices with comprehensive soils and materials testing laboratories which are accredited by the Construction Materials Engineering Council (CMEC) or American Association of State Highway and Transportation Officials (AASHTO), and approved by the Florida Department of Transportation (FDOT). Our professional and technical staff, with significant experience with the geology and hydrogeology of Florida, has assisted public and private clients with environmental, facilities (roofing/building envelope), geotechnical engineering, construction materials testing, and inspection consulting on many local projects.

David Gaboury, P.E., the current president and CEO, has led the company to nearly $500 million in revenues over the past 18 years. The firm's success is further evidenced by a current ranking of 35 in Engineering News-Record's 2015 listing of the Top 500 Design Firms, as compared to a ranking of 54 a decade ago. Terracon's growth is due to dedicated employees who are responsive to clients, provide quality services, and take advantage of opportunities in the marketplace.

One of Terracon's core businesses is to service local governments through continuing services contracts. Statewide we hold over 125 continuing service contracts (environmental, facilities, geotechnical, construction testing and inspection) with 85+ different governmental agencies including state (e.g. FDOT, Department of Management Services, Florida Department of Environmental Protection, and South Florida Water Management District), county (e.g. Broward County Sheriff's Office, Miami-Dade, Palm Beach, Martin, Indian River, and St. Lucie Counties, School Districts of Palm Beach County, Martin County, and Indian River County), and local (e.g. Cities of Lauderhill, Lauderdale Lakes, Hallandale Beach, Homestead, Pompano Beach, Pembroke Pines, North Miami, West Palm Beach, Palm Beach Gardens, Lake Worth, Fort Pierce, and Village of Royal Palm Beach) governments. Terracon has an outstanding history of contract extensions and re-selection under these contracts.

A SUCCESSFUL MULTI-DISCIPLINE FIRM

The Terracon team is highly qualified and experienced and has successfully completed a wide variety of environmental, facilities, geotechnical, and construction materials engineering and testing, and inspection projects. From the ground up, Terracon provides practical solutions to environmental, facilities, geotechnical, materials engineering challenges. The following provides a synopsis of services that we are qualified and prepared to provide the City of Port St. Lucie.

Environmental - Negotiating the complexities of environmental issues can be challenging and time consuming. Terracon relies upon demonstrated experience and knowledge of local conditions and regulations to deliver solutions that are timely, practical and make good business sense.

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

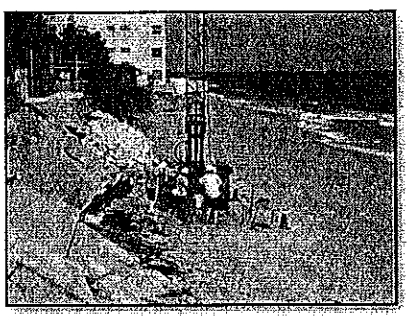
Environmental services that Terracon can provide to you include:

- Site assessments and investigations
- Remediation design and implementation
- Brownfield/site redevelopment
- Natural resources/wetlands delineation/mitigation
- Industrial hygiene, health, and safety
- Asbestos/lead/mold/indoor air quality
- Regulatory compliance
- Environmental management systems
- Solid waste planning and design

Facilities - We develop solutions and strategies to assist in the acquisition, construction and management of facilities including:

- Property condition assessments
- Facility asset management
- Forensic investigations/building science
- Roof/waterproofing
- Mechanical, electrical, plumbing (MEP)/energy/LEED®
- Foundation/structural
- Life cycle cost analysis
- ADA/code compliance surveys
- Peer review
- Construction administration
- Seismic assessments

Geotechnical - Design and construction of functional, cost-effective structures require a thorough understanding of local soil, rock and groundwater conditions. We provide a wide range of services, highlighted below, to support all phases of a project, from preliminary design through completion of the construction process.

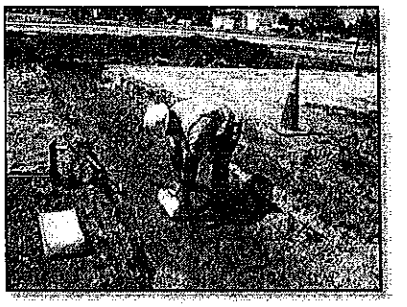


- Subsurface exploration and geophysical investigations
- Foundation analysis and design
- In-situ testing and performance monitoring
- Earth structures, slopes, and retention systems
- Dynamic analysis and evaluation
- Soil stabilization and ground improvement
- Groundwater control/dewatering
- Pavement design and subgrade evaluation
- Seismic design and assessments

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Materials - Proper selection, quality, workmanship, and performance of construction materials play a vital role in ensuring that today's buildings and infrastructure perform adequately over long time periods. We work with clients to minimize material replacements, reduce the likelihood of deterioration, avoid potential failures, and investigate and evaluate construction materials related problems and failures when they do occur. Services include:



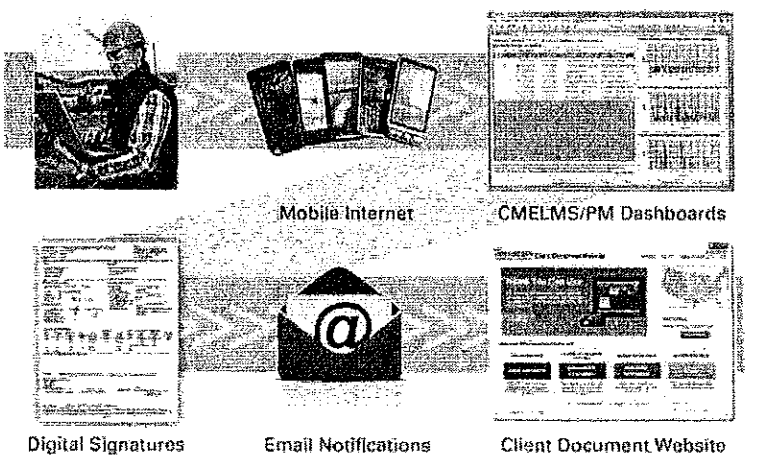
- On-site observation and monitoring
- Building code related special inspections
- Construction quality control and quality assurance (QA/QC) programs
- Field and laboratory testing and analysis
- Design and review of concrete, grout, and asphalt concrete mixes
- Structural steel nondestructive testing
- Consulting for construction material selection, compatibility, acceptability, and performance
- Condition assessment, investigation, and evaluation of in-place construction materials
- Pavement materials engineering
- Resident site representative services

Our Port St. Lucie office offers comprehensive field and laboratory testing services for soils, aggregate, concrete and asphalt. Our field and laboratory activities are operated by CTQP-qualified personnel and supervised by Florida-registered professional engineers. CTQP and other pertinent certifications held by the Port St. Lucie office and personnel include:

- CTQP Aggregate Base Testing
- ACI Aggregate Base Testing
- CTQP Qualified Sampler
- CTQP LBR Technician
- CTQP Asphalt Paving
- CTQP Asphalt Plant
- CTQP Concrete Field
- CTQP Concrete Lab
- ACI Concrete Field Testing
- ACI Concrete Lab
- ACI Concrete Strength Testing
- CTQP Earthwork Construction Inspection
- CTQP QC Manager
- FDOT Final Estimates
- FDOT Pile Driving
- FDOT Drilled Shaft
- Advanced Maintenance of Traffic (MOT)

REAL TIME REPORTING

Our innovative Construction Materials Engineering and Laboratory Management System (CMELMS™) software will provide a fast and reliable system to quickly transmit electronically critical construction (testing and inspection) data to the City and other related parties. CMELMS™ maintains a tracking system for material performance, report distribution, and non-conformance items. It also allows for real-time management of work order budget and cost. As seen in the picture at right, we use smartphones to take pictures of deviations on project sites, which are then transmitted back to the project manager through CMELMS™.



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

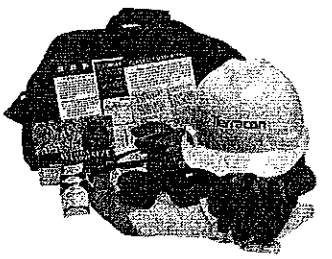
As a matter of fact, Terracon has full connectivity between our field personnel on the project, office engineering staff, and our clients. Each of our field personnel are equipped with a laptop and a smartphone to streamline and expedite communication related to our services. This technology optimizes our communications with our clients and ensures critical information is transmitted quickly to the project team. In order to receive and provide instant communications directly to/from a project site during construction and to expedite resolution of non-conformance issues, Terracon personnel utilize their laptops so that report forms can be filled out and, if necessary, copies of project drawings can be annotated to reflect observation locations and constructed conditions for ease of reporting and clarification of site conditions.

SAFETY FIRST! INCIDENT AND INJURY-FREE (*IIF*)

Live *IIF*!

Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident an d Injury-Free is our commitment to our people, who we value for who they are and what they do.

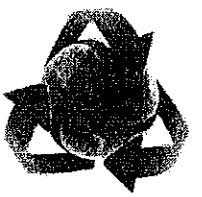
Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries and accidents will not be viewed as problems to make go away, but as opportunities to strengthen Incident and Injury-Free.



Terracon will nurture an Incident and Injury-Free workplace in which people work safely because of their personal belief that it is the right way to work, not to avoid punishment or comply with some rule. In our Incident and Injury-Free workplace, people know that working at risk jeopardizes everything and everyone they care for and value. We agree to coach each other in the promotion of safe work behavior, out of care and concern, without threat or personal affront. A person working at risk will not be considered a confrontation to avoid, but as an opportunity to share concern, build a relationship and grow our safety culture.

Incident and Injury-Free is about creating a future once believed impossible. It requires courage, trust and strong personal and organizational commitment. Terracon will hold ourselves responsible not just for our own safety and wellbeing, but for that of everyone around us. We will all develop a mindset intolerant of any incidents or injuries no matter how minor or infrequent.

THINKING GREEN AT TERRACON



Terracon is committed to sustainability. Using the earth's resources at a rate in which they are naturally replenished, while not compromising the ability of future generations to use them, has become known as sustainability. By focusing on the concepts of reduce, reuse, and recycle, Terracon is committed to achieving sustainable business practices while at the same time providing our clients with sustainable, cost-effective environmental and geotechnical solutions.

Terracon's commitment to sustainable business practices both internally and externally is illustrated by the following:

- We incorporate waste minimization and energy efficiency practices into our day-to-day operations.
- We work closely with clients to provide them with solutions that incorporate sustainable design and principles into their deliverables.
- We educate and encourage our employees to respect the environment and contribute to sustainability at work, at home and in the communities in which they live.

The experience of our South Florida offices related to "building green" has involved mostly the use of recycled materials and evaluating alternative stormwater treatment. Specifically, we have been a strong local advocate for the reuse of crushed concrete (Recycled Concrete Aggregates [RCA]) in pavement section components and, in fact, utilized this material in the parking lot of our Port St. Lucie office. We were also instrumental in evaluating and developing technical specifications for the incorporation of RCA as an alternate base for two recent St. Lucie County School District projects.

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Each of our offices is also committed to environmentally friendly, resource-efficient business practices. Terracon encourages our offices to recycle office paper, newspaper, magazines, telephone books, plans, boxes, aluminum, plastic and glass through the local solid waste authorities. Additionally, the firm recycles our concrete test cylinders after testing, and motor oil through companies such as Permfix Environmental Services. Lastly, the firm's offices utilize window treatments and programmable thermostats to reduce our heating and cooling costs. The employee-owners of Terracon are committed to doing their part to protect and prolong the limited resources that the planet has provided us with.

TERRACON AWARDS

2015 *ENR* Rankings

- #35 Top 500 Designer Firms
- #71 Top 150 Global Design Firms

2015 *ENR* Rankings

- #17 Top 100 Pure Designers
- #61 Top 200 Environmental Firms
- #11 General Building
- #15 Telecommunications

2015 Regional Awards and Recognition

- #15 Top Kansas City Engineering Firms | *Kansas City Business Journal*
- #26 Top Kansas City Private Companies | *Kansas City Business Journal*
- #4 Largest Environmental Consulting Firms | *Arkansas Business Journal (2014)*
- #16 Largest Engineering Firms | *Austin Business Journal (2014)*
- #12 Largest Environmental Firms | *Austin Business Journal (2014)*
- #14 Largest Engineering Firms | *Orlando Business Journal (2014)*
- #12 Largest Environmental Firms | *Orlando Business Journal (2014)*
- #1 Largest Environmental & Testing Firms | *San Antonio Bus. Journal (2014)*
- #51 Top California Design Firms | *ENR California*
- #17 Top Midwest Design Firms | *ENR Midwest*
- #11 Texas and Louisiana | *ENR Texas and Louisiana*
  - Top Texas Design Firms | #11
  - Top Louisiana Design Firms | #14
- #13 Top Southwest Design Firms | *ENR Southwest*
  - Top Nevada Design Firms | #11
  - Top New Mexico Design Firms | #12
  - Top Arizona Design Firms | #20
- #8 Top Colorado and Wyoming Design Firms | *ENR Colorado and Wyoming*
  - Top Colorado Design Firms | #12
  - Top Wyoming Design Firms | #6
- #14 Top Intermountain Design Firms | *ENR Intermountain*
- #10 Top Southeast Design Firms | *ENR Southeast*
  - Top Florida Design Firms | #16
  - Top Georgia Design Firms | #9
  - Top North Carolina Design Firms | #15
  - Top South Carolina Design Firms | #5

ENR Top 500 Design Firms
Source: *Engineering News - Record*

2015	# 35
2013	# 38
2011	# 41
2009	# 46
2007	# 50
2005	# 54
2003	# 58

Recognition in Our Industry
National and Regional Awards and Recognition - Awards from national publications and organizations, or regional awards from local and regional business journals, publications, and organizations.

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

UNDERSTANDING AND MANAGEMENT OF THE CONTRACT

We understand that the the engineer will perform continuing geotechnical services for the City. The projects for this work will come from the current Five Year Capital Improvement Program (CIP) and any amendments during the term of this contract. Separate contracts will be created for the projects within the CIP requiring geotechnical services as determined by the City. Depending upon the individual project, compliance with various federal guidelines may be required. A broader more defined scope of work will be developed for each individual project. Services may include, but are not limited to, subsurface investigations, soil type/classification, compaction, permeability, and construction materials.

A primary key to our project management plan is the assignment of a single point-of-contact, a Contract/Senior Project Manager, who will be a reliable advocate to the City. Dave Youngstrom will be our Contract/Senior Project Manager for this contract. With over 27 years of experience, he has been managing projects and has provided hands-on engineering for a variety of public entities for over a decade.

Key personnel in each area of expertise will support the Contract/Senior Project Manager in the execution of the required scope of services. Dave and his team are equipped, experienced and skilled in providing all the services as outlined in the City's E-RFP document. Terracon's project managers and key geotechnical engineering, construction materials testing, inspection, and laboratory testing services areas will support the Dave in the execution of the required scope of services. The project managers will oversee all of the assignments within their area of expertise and will be supported by the office and field staff whose experience level is commensurate with the work assignment.

Terracon will serve as an extension of the City of Port St. Lucie. Once contacted by the City, Dave will meet with your staff to gain a thorough understanding of the task(s) to be accomplished. Our staff will meet to layout the project implementation including staff to be involved. Then that project team will meet regularly to be sure that all tasks are on track concerning timelines and cost schedules. The City will be apprised of the schedule.

"Task Order" driven contracts are the primary contract mechanism that we perform on a vast majority of our public sector work under. In essence, our clients issue individual work assignments or "task orders" for a project that is then performed under a predetermined scope and established cost schedule. Scheduling is the key component in project implementation. It drives the entire project from start to successful completion.

Scheduling assures that each task is assigned and carried out in order in to meet project milestones and deadlines - crucial for keeping a project on track. Frequent and open communication with the appropriate regulatory agencies, especially during the development of a scope and strategy for project implementation, is essential to developing a schedule that will satisfy the project directives.

At the beginning of each project, the Contract/Senior Project Manager, along with other key staff will determine the sequence of activities most significant to the completion of the project/task. The time for each activity will be assessed, the coordination and selection of staff verified, and the scheduling sequence will be developed. Adhering to this type of scheduling assures the coordination of the team and outside contractors, etc. from being onsite too early or too late. Also, when circumstances arise where the schedule must be changed, the changes can be incorporated into the schedule without disturbing the flow of the project.

The capacity to complete a project in the required time requires strong leadership. Our past success is based on demonstrated leadership capabilities, and the ability to manage resources for a successful project. Additionally, we have developed the expertise, resources, technical capabilities, and tracking systems to ensure completion of assignments on schedule and within budget.

As a strong, employee-owned, national firm, we will draw from our pool of over 3,800 employees, in an effective and seamless manner, to assist the local office with larger projects, should the need arise. Considering these resources, your projects will be assured the prompt and professional attention they deserve.

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Terracon's internal Quality Management System (QMS) requires that we constantly evaluate costs and project budget concerns throughout the duration of our projects. Our experience allows us to design cost-effective solutions to complex projects. Terracon is sensitive to the fact that time of year, phasing, and design complexities are all factors that influence project costs. We have a long track record of not only completing projects within budget, but also of finding innovative ways to reduce the overall project costs for the client.

Good planning is an important element used in controlling costs. Cost and schedule controls are key aspects of our project management program. We are constantly looking for ways to be more efficient in what we do to provide our clients with the best value available. Terracon has been very successful in identifying areas where a potential for cost savings could be realized and are very aware of the constant need to evaluate our activities to find ways to save limited budget resources.

The scope, budget and schedule for the work are identified at the beginning of each project. Resources are carefully planned and optimized by dividing a project into sub-tasks and disciplines as appropriate, and developing a detailed budget for each of these sub-tasks. This budget will then serve as a baseline for comparison so that the Contract/Senior Project Manager and the District can easily monitor the costs as the work progresses.

Project costs are minimized by making the most efficient use of the staff and resources for the project. The Contract/Senior Project Manager ensures that the qualifications of the staff members assigned to the project match the project needs. An efficient mix of personnel with various levels of experience is used as appropriate. The right staffing mix will result in a productive utilization of labor. The key staff members assigned to a project will be fully committed to the project until all phases of the work are completed, providing the most cost-effective continuity required to efficiently complete the project on time and within budget.

BENEFITS TO WORKING WITH THE TERRACON TEAM

- ***Responsiveness:*** Acting quickly to meet your deadlines, our employees are available to you 24/7. Since we are located in the City of Port St. Lucie, we can quickly mobilize our rigs and people to respond to your needs. We stand ready and commit to accommodate you for routine and emergency requests, should they arise.
- ***Resourcefulness:*** As a continuing contract holder with multiple governmental clients, we understand that success means acting as a partner and extension of your staff. Terracon is and has always been a team player, bringing high quality engineering services with a real sense for our client's time and budget constraints.
- ***Reliability:*** With vast experience working in the local area for over 22 years, we bring institutional knowledge that equals time savings and value to the citizens of the City of Port St. Lucie.

We are confident that the Terracon Team will provide the City of Port St. Lucie with the highest level of service and look forward to demonstrating our continued commitment to you and your staff on future projects.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	March 1, 2016

33. NAME AND TITLE

David T. Youngstrom, Contract Services Manager/Senior Project Manager

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*
E-RFP #20150127

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Dunkelberger Engineering & Testing, A Terracon Company		3. YEAR ESTABLISHED 1994	4. DUNS NUMBER 931835417
2b. STREET 607 NW Commodity Cove		5. OWNERSHIP a. TYPE Corporation	
2c. CITY Port St. Lucie	2d. STATE Florida	2e. ZIP CODE 34986	b. SMALL BUSINESS STATUS N/A
6a. POINT OF CONTACT NAME AND TITLE David Youngstrom, Office Manager		7. NAME OF FIRM *(If block 2a is a branch office)* Terracon Consultants, Inc. (Est. 1965; DUNS No. 613569961)	
6b. TELEPHONE NUMBER 772-343-9787	6c. E-MAIL ADDRESS Dave.Youngstrom@terracon.com		
8a. FORMER FIRM NAME(S) *(if any)* Dunkelberger Engineering & Testing, Inc.		8b. YEAR ESTABLISHED 1994	8c. DUNS NUMBER 931835417

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	447	1
05	Archaeologist	5	
06	Architect	10	
07	Biologist	13	
08	CADD Technician	45	
12	Civil Engineer	55	
15	Construction Inspector	125	1
23	Environmental Engineer	71	
24	Environmental Scientist	299	
27	Geotechnical Engineer	323	
29	Geographic Info. Systems	2	
30	Geologist	168	
34	Hydrologist	7	
36	Industrial Hygienist	123	
40	Materials Engineer	80	
42	Mechanical Engineer	5	
48	Project Manager	385	2
57	Structural Engineer	14	
58	Technician	991	5
	Laboratory Expert	108	1
	Driller	139	
	Roofing Professional	18	
	Other Employees	90	
	Structural Steel Inspector	2	
	Petrographer	2	
	Underwater Diver	4	
	Total	3531	10

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
A06	Airports	7
B02	Bridges	8
C06	Churches	6
C10	Commercial Building Retail (Low Rise)	9
D01,D02	Dams; Dikes; Levees	6
E02	Educational; Classrooms	8
E07	Energy Conservation; Renewable Energy	7
E09	EIS; Assessments	9
E12,H03	Env Remediation, HTRW	6
G04	Geographic Information System	1
H07	Highways; Streets; Parking	9
H09	Medical Facilities	8
H10	Hotels; Motels	7
H11	Multi-Family Housing	8
I01; W01	Industrial; Manufacturing; Warehouse & Depots	9
O01	Office Buildings	8
P04	Pipelines	7
P12	Power Gen, Transmission, Distribution	8
R03	Railroad; Rapid Transit	6
R12	Roofing	7
S03	Seismic Designs and Studies	2
S05	Soils/Geologic Studies; Foundations	10
S07	Solid Waste Facilities	7
S13	Storm Water	6
T02	Testing and Inspection Services	10
W02	Water Resources; Hydrology; Groundwater	6
W03	Water Supply; Treatment; Distribution	8

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

SIGNATURE	b. DATE March 1, 2016
c. NAME AND TITLE David Youngstrom, Office Manager	

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*
E-RFP #20150127

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Terracon Consultants, Inc.		3. YEAR ESTABLISHED 1995	4. DUNS NUMBER 931493233
2b. STREET 1225 Omar Road		5. OWNERSHIP a. TYPE Corporation	
2c. CITY West Palm Beach	2d. STATE FL	2e. ZIP CODE 33405	b. SMALL BUSINESS STATUS N/A
6a. POINT OF CONTACT NAME AND TITLE Michael J. O'Connor, P.E., Senior Associate, Office Manager		7. NAME OF FIRM *(If block 2a is a branch office)* Terracon Consultants, Inc. (Est. 1965; DUNS No. 613569961)	
6b. TELEPHONE NUMBER 561-689-4299	6c. E-MAIL ADDRESS Mike.Oconnor@terracon.com		
8a. FORMER FIRM NAME(S) *(if any)* Dunkelberger Engineering & Testing, Inc.		8b. YEAR ESTABLISHED 1994	8c. DUNS NUMBER 931493233

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	447	3
05	Archaeologist	5	
06	Architect	10	
07	Biologist	13	
08	CADD Technician	45	
12	Civil Engineer	55	
15	Construction Inspector	125	2
23	Environmental Engineer	71	
24	Environmental Scientist	299	
27	Geotechnical Engineer	323	3
29	Geographic Info. Systems	2	
30	Geologist	168	1
34	Hydrologist	7	
36	Industrial Hygienist	123	
40	Materials Engineer	80	2
42	Mechanical Engineer	5	
48	Project Manager	385	1
57	Structural Engineer	14	
58	Technician	991	9
	Laboratory Expert	108	1
	Driller	139	2
	Roofing Professional	18	
	Other Employees	90	1
	Structural Steel Inspector	2	
	Petrographer	2	
	Underwater Diver	4	
	Total	3531	25

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
A06	Airports	7
B02	Bridges	8
C06	Churches	6
C10	Commercial Building Retail (Low Rise)	9
D01,D02	Dams; Dikes; Levees	6
E02	Educational; Classrooms	8
E07	Energy Conservation; Renewable Energy	7
E09	EIS; Assessments	9
E12,H03	Env Remediation, HTRW	6
G04	Geographic Information System	1
H07	Highways; Streets; Parking	9
H09	Medical Facilities	8
H10	Hotels; Motels	7
H11	Multi-Family Housing	8
I01; W01	Industrial; Manufacturing; Warehouse & Depots	9
O01	Office Buildings	8
P04	Pipelines	7
P12	Power Gen, Transmission, Distribution	8
R03	Railroad; Rapid Transit	6
R12	Roofing	7
S03	Seismic Designs and Studies	2
S05	Soils/Geologic Studies; Foundations	10
S07	Solid Waste Facilities	7
S13	Storm Water	6
T02	Testing and Inspection Services	10
W02	Water Resources; Hydrology; Groundwater	6
W03	Water Supply; Treatment; Distribution	8

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	10
c. Total Work	**10**

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE	b. DATE March 1, 2016
c. NAME AND TITLE Michael J. O'Connor, P.E., Principal/Office Manager	

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*: E-RFP #20150127

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Terracon Consultants, Inc.	3. YEAR ESTABLISHED: 2001
	4. DUNS NUMBER: 798941667
2b. STREET: 8260 Vico Court, Unit B	5. OWNERSHIP a. TYPE: Corporation
2c. CITY: Sarasota; 2d. STATE: Florida; 2e. ZIP CODE: 34240	b. SMALL BUSINESS STATUS: N/A
6a. POINT OF CONTACT NAME AND TITLE: Douglas S. Dunkelberger, PE, Principal/Office Manager	7. NAME OF FIRM *(If block 2a is a branch office)*: Terracon Consultants, Inc. (Est. 1965; DUNS No. 613569961)
6b. TELEPHONE NUMBER: 941-379-0621; 6c. E-MAIL ADDRESS: Doug.Dunkelberger@terracon.com	
8a. FORMER FIRM NAME(S) *(if any)*: Dunkelberger Engineering and Testing	8b. YEAR ESTABLISHED: 1994; 8c. DUNS NUMBER: 798941667

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	447	1
05	Archaeologist	5	
06	Architect	10	
07	Biologist	13	
08	CADD Technician	45	
12	Civil Engineer	55	
15	Construction Inspector	125	
23	Environmental Engineer	71	
24	Environmental Scientist	299	
27	Geotechnical Engineer	323	3
29	Geographic Info. Systems	2	
30	Geologist	168	
34	Hydrologist	7	
36	Industrial Hygienist	123	
40	Materials Engineer	80	1
42	Mechanical Engineer	5	
48	Project Manager	385	
57	Structural Engineer	14	
58	Technician	991	8
	Laboratory Expert	108	1
	Driller	139	
	Roofing Professional	18	
	Other Employees	90	1
	Structural Steel Inspector	2	
	Petrographer	2	
	Underwater Diver	4	
	Total	3531	16

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
A06	Airports	7
B02	Bridges	8
C06	Churches	6
C10	Commercial Building Retail (Low Rise)	9
D01,D02	Dams; Dikes; Levees	6
E02	Educational; Classrooms	8
E07	Energy Conservation; Renewable Energy	7
E09	EIS; Assessments	9
E12,H03	Env Remediation, HTRW	6
G04	Geographic Information System	1
H07	Highways; Streets; Parking	9
H09	Medical Facilities	8
H10	Hotels; Motels	7
H11	Multi-Family Housing	8
I01; W01	Industrial; Manufacturing; Warehouse & Depots	9
O01	Office Buildings	8
P04	Pipelines	7
P12	Power Gen, Transmission, Distribution	8
R03	Railroad; Rapid Transit	6
R12	Roofing	7
S03	Seismic Designs and Studies	2
S05	Soils/Geologic Studies; Foundations	10
S07	Solid Waste Facilities	7
S13	Storm Water	6
T02	Testing and Inspection Services	10
W02	Water Resources; Hydrology; Groundwater	6
W03	Water Supply; Treatment; Distribution	8

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	10
c. Total Work	**10**

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: [signature]

b. DATE: March 1, 2016

c. NAME AND TITLE: Doug Dunkelberger, PE, Principal/Office Manager

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent: **Terracon Consultants, Inc.**

Reference: Indian Hills Park Stormwater Improvements – Phase II, Fort Pierce Fax #: (772) 460-6847
Email: jandrews@city-ftpierce.com Telephone #: (772) 460-2200
Person to contact: Jack Andrews, P.E., City Engineer

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work. See attached proposal

Was the project completed on time and within budget? Project to be completed 6/16 on schedule and budget.

How many GEO projects has this firm completed for you within the past 5 years? 3

What problems were encountered (claims)? None

How many change orders were requested by this firm? 1

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism	8	Final Product	8
Qualifications	8	Cooperation	8
Budget Control	7	Reliability	8

Would you contract with this firm again? Yes [✓] No [ ] Maybe [ ]

Comments:

Very trustworthy firm.

Thank you.

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

August 19, 2015

City of Fort Pierce
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, FL 34954

Attn: Mr. Jack Andrews, P.E.
P: (772) 460-2200
E: jandrews@city-ftpierce.com

RE: **Proposal for Materials Testing & Pile Driving Inspection Services**
Indian Hills Recreation Area - Phase II
Fort Pierce (St. Lucie County), Florida
Terracon Proposal No.: PHB150130

Dear Mr. Andrews:

Dunkelberger Engineering & Testing, Inc., A Terracon Company (**Terracon**) appreciates the opportunity to submit this proposal to conduct Materials Testing and Pile Driving Inspection Services at the above site. We at Terracon would be honored to be part of your construction team in building this project.

This proposal outlines our understanding of the project based on the information that has been reviewed, and provides a cost estimate for our materials testing services. The following items highlight the attributes and strengths that the ***Terracon Team*** brings to this project:

- ***Reporting*** – Terracon created its Construction Materials Engineering and Lab Management System (CMELMS™) to comprehensively manage the data that will be created during the project.

- ***Geotechnical Knowledge*** – Terracon performed the geotechnical investigation for this site and on various sites in the general vicinity of this project. We are very familiar with the local soil and groundwater conditions. Any soils or groundwater related issue can be quickly addressed by our geotechnical engineers.

- ***Safety*** – Safety plays a major role in providing quality work, regardless of the type or nature of the project. At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Our safety program, *Incident and Injury Free®* is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority.

A. PROJECT INFORMATION

The project will feature the Phase II site improvements to the Indian Hills Recreation Area. We understand the project will include the construction of 5 pedestrian bridges; an observation pier; a boardwalk and floating dock; 3 pavilion shelters; 3 exercise areas; stabilized walking paths; installation of underground storm drainage; a pervious paver driveway and parking area; concrete sidewalks and curbing; asphalt milling and overlay of the existing entrance road; and other incidental construction (fencing and landscaping).

Site Information

ITEM	DESCRIPTION
Location	US Highway 1 and CR 707 in Fort Pierce (St. Lucie County), Florida
Civil Engineer	Kimley-Horn and Associates, Inc. – Vero Beach, Florida
Geotechnical Engineer	Dunkelberger Engineering & Testing, Inc., A Terracon Company - Port St. Lucie, Florida
Construction Schedule	Not provided

Project Description

ITEM	DESCRIPTION
Site Improvements	The site is currently a recreation area with a large storm water retention lake. The Phase II site improvements will include the construction of 5 pedestrian bridges; an observation pier; a boardwalk and floating dock; 3 pavilion shelters; 3 exercise areas; stabilized walking paths; installation of underground storm drainage; a pervious paver driveway and parking area; concrete sidewalks and curbing; asphalt milling and overlay of the existing entrance road; and other incidental construction (fencing and landscaping).

Should any of the above information or assumptions be inconsistent with the planned construction, we request the opportunity to review this proposal and modify it accordingly for re-submittal to your attention.

B. SCOPE OF SERVICES

We propose to provide field and laboratory materials testing services for the sitework construction. A general scope of our services is outlined on the following page.

Earthwork Observation & Materials Testing

We will provide a qualified engineering technician to perform earthwork observations, materials sampling and testing. For this work, we estimate 18 trips for earthwork observations and density testing at 3 hours per trip.

- The earthwork technician will conduct general observations of proof-rolling the subgrade soils prior to fill and/or aggregate placement. The technician will also collect samples of the borrow fill material and/or aggregates used during construction for laboratory testing.

- In-place density testing will be performed in the mass grading fill during the site work. In accordance with the project specifications, density testing will performed with a nuclear density gauge to provide instantaneous test results.

- In-place density testing of the backfill during of the installation of rigid and flexible underground pipelines. In-place density testing during earthwork will be performed at a frequency of at least one (1) density test for each 1-foot of fill placed around underground structures and for each 1-foot of fill placed every 200 lineal feet for pipe backfill.

- In-place density testing on the compacted subgrade (building pads, sidewalks and hardscape areas) and pavement components (stabilized subgrade and aggregate base course).

- Laboratory testing on the materials used for pipe backfill, subgrade, and aggregate base course will be performed including moisture-density relationship tests (AASHTO T-180/T-99 Proctors), sieve analysis tests and organic content tests.

Concrete Sampling & Testing

This work includes a qualified concrete technician to be on-site to perform the quality control sampling and testing. For this work, we estimate 4 concrete placements at 3 hours per concrete pour.

- Field testing during of the concrete construction concrete pavement areas (pavilion pads, sidewalk, and curb). This includes sampling, slump testing, molding, transporting, curing and laboratory testing to determine compressive strength of the concrete used for the construction.

- Concrete will generally be sampled at a frequency of one set of test cylinders per 50 cubic yards placed or portion thereof per day. We have estimated field sampling and testing for a total of four (4) concrete placements.

- Laboratory testing of hardened concrete specimens to determine compressive strength of the cured concrete will be performed on the samples obtained during construction.

Pile Driving Inspection

We will provide a pile driving inspector to perform construction observations during the timber pile installation for the pedestrian bridges, observation pier, boardwalk and floating dock. We understand that there are a total of 90 timber piles installed for the Phase II construction. For this work, we estimate 20 days of pile driving inspection at 8 hours per day.

- The pile driving inspector will monitor the pile driving operation on a full time basis to observe that the piles are installed in accordance with the referenced plans and specifications.

- The pile driving inspector will prepare an individual log for each pile that will include but was not limited to: pile number / location, pile type and cross section dimensions, length of pile section, date driven, pile hammer used, driving resistance experienced for each foot of penetration or fraction thereof at the minimum tip elevation and at final tip elevation.

- A summary report will also be prepared that will summarize the pile installation.

Engineering and Reporting

Materials testing and pile driving inspection services involves engineering oversight during the construction to coordinate the materials testing program, engineering review and reporting of the test results, and consultation, if needed.

Our services will be provided on an as-needed basis as dictated by the pace and methods of construction. For scheduling purposes, we normally request at least 24-hour notice prior to the time the field services are needed.

A detailed *Materials Testing & Pile Driving Inspection Estimate* is attached to this proposal as *Exhibit A*. **Should any of these items be incorrect or not applicable, please notify us and the proposal will be modified accordingly.** Additionally, Terracon provides a full range of specialty services such as Facilities Engineering should the project need arise.

We recommend that the scope of work described in the attached *Exhibit A - Materials Testing & Pile Driving Inspection Estimate* be provided to the person(s) who will be responsible for scheduling our services so that they are aware of the services that are proposed. We would also be pleased to meet with the responsible party and go over our scope of services.

Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications. If you would like us to perform any additional work, please contact us and we will issue a short Supplement to Agreement form or Supplement Proposal that outlines the additional work to be performed and associated fees.

C. REPORTING

Documentation is critical to the success of any testing and inspection project. The quality of our testing and inspection work is only valuable if the field personnel keep proper documentation of their visual observations, direct measurements/tests, photographic documentation, field notes, and information is properly reviewed by a Professional Engineer, and the information is distributed to the Owner/Design/Construction team timely.

Terracon created its Construction Materials Engineering and Lab Management System (CMELMS™) to comprehensively manage the massive volumes of data that will be created. This system allows the project team to easily track, manage and distribute field and laboratory reports in real time and quickly sort through the information to consult on critical issues. Technicians/Inspectors are scheduled, costs and budgets are tracked and daily progress is communicated to keep owners and the design/construction team informed every step of the way.

With CMELMS™ our goals are simple. We will deliver:

- Written notification of deviations within 24 hours
- Field reports in no more than five business days from when field services were provided (typically 1 to 2 days)
- Laboratory reports in no more than two business days from when the laboratory services were completed (typically 0 to 1 day)

If tests/inspections made indicate non-compliance with the contract documents or referenced specifications, we will promptly notify the contractor personnel so corrective action can be taken and documented. Failing tests or non-conformance items (deviations) are immediately relayed to the designated parties, and draft reports are available at the end of each day. The test results and inspection information are quickly entered into the system and formal reports are produced. Failing tests and project deviations are easily tracked in a tabular Project Deviation Log which is distributed to all appropriate parties when deviations are reported.

D. SAFETY

Safety plays a major role in providing quality work, regardless of the type or nature of the project. Conducting our work safely means conducting our work in the only acceptable way. At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each

and every day. Incident and Injury-Free (IIF) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. We are proud that our safety initiatives have resulted in a **2014 EMR of 0.80 and just recently announced 2015 EMR of 0.77.**

As a supplement to Terracon's safety culture, each employee receives safety training specific to the job function and/or project assigned through one-on-one discussions, morning safety conference calls or web-based training seminars. Safety is a primary focus of our monthly department meetings where each meeting includes discussion of a safety topic. IIF is not just something we do; it's in everything we do.

E. SCHEDULING

Our innovative system that includes Microsoft Office Outlook and our proprietary Construction Materials Engineering Laboratory Management System (CMELMS™) software will be used for scheduling and tracking work tasks for our field personnel. Scheduling should not be coordinated through our field personnel.

Our services will be performed on an as-requested basis with scheduling by contractor or his designated personnel. We request our services be scheduled a minimum of one working day in advance. We request a notice of two working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice, but may not always be able to meet the desired project schedule. All requests for services should be submitted to our local Port St. Lucie office phone (772) 343-9787 **between 7:00am and 4:00pm, Monday through Friday. Messages left on the scheduling line outside of these hours on weekdays or on Saturday, Sunday and Holidays will be received the next business day.**

Terracon will not be responsible for scheduling our services and will not be responsible for tests/inspections that are not performed due to a failure to schedule our services on the project or any resulting damage.

F. COMPENSATION

This cost estimate is based on our experience with similar projects and our review of the contract documents that have been provided.

Terracon will provide the scope of services described on a time and materials (hourly and unit rate) basis. However, the construction schedule, weather conditions, efficiency of scheduling by site personnel, etc. will determine the actual cost of our services.

Materials Testing & Pile Driving Inspection Services
Indian Hills Recreation Area – Phase II
Fort Pierce (St. Lucie County), Florida
August 19, 2015 ¤ Proposal No. PHB150130

Terracon

We propose to provide these services on a unit rate basis in accordance with the City of Ft. Pierce Construction Materials Testing & Geotechnical Services RFQ No. 6005. Based on the described scope of work, construction schedule and testing frequencies, we have extended our Materials Testing & Pile Driving Inspection Services (Exhibit A) for an ***estimated budget of $17,810.*** Other terms and conditions related to the engagement of our services shall be in accordance with the terms of the RFQ No. 6005 Contract. We understand that this work will be performed under a Purchase Order issued by the City of Ft. Pierce.

Please note that if additional scopes of work are requested or if additional site visits are requested beyond those anticipated we will discuss with you at that time and may need to increase the project's budget. Also, labor and expense charges associated with re-inspections/re-testing and contractor or weather-related standby/delay time is not included and will be described as such in reports and/or invoicing for your information. We will contact you if these situations occur. The billing for our services will be directed to your attention on a monthly basis.

We greatly appreciate the opportunity to provide this proposal for our services during construction. If you have any questions, please do not hesitate to contact us.

Sincerely,
DUNKELBERGER ENGINEERING & TESTING, INC.,
A TERRACON COMPANY

David T. Youngstrom
Office Manager

Kimberly Roberts
Project Manager

Enclosure: Exhibit A – Materials Testing & Pile Driving Inspection Estimate

Terracon

EXHIBIT A

Indian Hills Recreation Area - Phase II

Ft. Pierce, Florida

MATERIALS TESTING & PILE DRIVING INSPECTION ESTIMATE

Earthwork Observation & Soil Testing

	Description	Total Units	Type		Rate		Extended Cost
1	Earthwork Technician (Estimate 18 trips@3 hrs/trip)	54	Hours	x	$54.00	=	$2,916.00
2	Vehicle/Trip Charge	18	Trip	x	$20.00	=	$360.00
3	Proctor Test T99/T180	3	Each	x	$85.00	=	$255.00
4	Sieve Analysis T27	3	Each	x	$65.00	=	$195.00
5	Organic Content Test T267	3	Each	x	$30.00	=	$90.00
5	Natural Moisture Content	3	Each	x	$15.00	=	$45.00
6	~~Atterberg Limit Test T89/T90~~	~~0~~	~~Each~~	x	~~$55.00~~	=	~~$0.00~~
7	~~Limerock Bearing Ratio Test (FM 5-515)~~	~~0~~	~~Each~~	x	~~$275.00~~	=	~~$0.00~~
8				x		=	~~$0.00~~
9				x		=	~~$0.00~~
					Totals		$3,861.00

Concrete Testing

	Description	Total Units	Type		Rate		Extended Cost
1	Concrete Technician (Estimate 4 pours@3 hrs/pour)	16	Hours	x	$54.00	=	$864.00
2	Vehicle/Trip Charge (Includes concrete cylinder pickup)	8	Trip	x	$20.00	=	$160.00
3	Concrete Compressive Strength Test (4 sets of 4 cyls.)	16	Each	x	$15.00	=	$240.00
4				x		=	~~$0.00~~
5				x		=	~~$0.00~~
6				x		=	~~$0.00~~
7				x		=	~~$0.00~~
					Totals		$1,264.00

Pile Driving Inspection

	Description	Total Units	Type		Rate		Extended Cost
1	Pile Driving Inspector (Estimate 20 days@8 hrs/day)	160	Hours	x	$65.00	=	$10,400.00
2	Vehicle/Trip Charge	20	Trip	x	$20.00	=	$400.00
3				x		=	~~$0.00~~
4				x		=	~~$0.00~~
5							~~$0.00~~
6				x		=	~~$0.00~~
7				x		=	~~$0.00~~
					Totals		$10,800.00

Engineering & Reporting Services

	Description	Total Units	Type		Rate		Extended Cost
1	Principal Engineer	5	Hour	x	$145.00	=	$725.00
2	Project Manager/Engineer	10	Hour	x	$95.00	=	$950.00
3	Adminstrative Assistant	5	Hour	x	$42.00	=	$210.00
4				x		=	~~$0.00~~
					Totals		$1,885.00

Materials Testing & Pile Driving Inspection Services

1	Subtotal of Materials Testing & Pile Driving Inspection Services			Totals	$17,810.00
2			x	=	$0.00
				Totals	$0.00

Total = $17,810.00

607 NW Commodity Cove - Port St. Lucie, Florida 34997 - p 772.343.9897 - f 772.343.9404

"A City for All Ages"

CITY OF PORT ST. LUCIE

Electronic Request for Proposal #20150127
(E-RFP)
Continuing Geotechnical (GEO) Services

Prepared By:
Karen Chambers-Cuffy
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5224
kchamberscuffy@cityofpsl.com

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ATTACHMENT A- (City of Port St. Lucie Capital Improvement Budget)
ATTACHMENT B- Sample Contract for Individual Projects
(See Separate Attachments)

INVITATION TO E-BID

INTENT

This is an Electronic Request for Proposal #20150127 by the City of Port St. Lucie for qualified professional engineering firms to provide Continuing Geotechnical (GEO) Services for capital improvement projects. Proposals will be received via Demandstar by the City of Port St. Lucie, no later than **Tuesday, March 1, 2016 @ 3:00:00 p.m. EST.**

It is the intent of the City to procure the services of no less than three (3) Professional Engineering firms to provide GEO services for the City's Capital Improvement Program projects identified in the Five Year Capital Improvement Budget.

Continuing Contracts will be issued for City funded projects with construction costs that exceed $325,000.00 and are less than $2 million dollars. However, the City reserves the right to utilize these contracts for State and/or federally funded projects. The term of the contract will be for three (3) years with no option to renew. The City reserves the right to issue other solicitations regardless of this contract.

Upon award of the contract, the City shall negotiate a Fee Schedule with all the selected firms The Fee Schedule will be valid for the term of the contract. The Fee Schedule shall include but is not limited to the hourly rate of personnel and testing services required for the projects within the City's CIP. The Fee Schedule will be a 'Not to Exceed Amount' based on actual hours worked and testing performed. Lump Sum contracts may also be issued at the discretion of the City, and these will also be based on the established Fee Schedule.

Professional engineering firms shall be registered in Florida and have staff with the appropriate qualifications and experience for the individual projects. Additionally, qualified firms shall be able to comply with federal guidelines as several of the CIP projects are federally funded.

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.

INQUIRIES

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 shall be scrupulously observed. Submittals uploaded to Demandstar.com after the time specified shall not 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 2007. All information must be contained in two (2) files, and in the order specified under title **SUBMITTAL OF E-RFP subpart D**. 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 their 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 Karen Chambers-Cuffy in the Procurement Management Department. She can be reached at (772) 871-5224. Questions shall be submitted in writing, at least **five (5)** days prior to RFP opening, if possible. Questions may be emailed to kchamberscuffy@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Chambers-Cuffy 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 proposals, to waive any and all informalities or irregularities, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Engineer may be used interchangeably.

Documents required for each individual contract will be requested before the commencement of the work at the discretion of the City and will be provided in the format requested by the City.

Documents required for this E-RFP: Completed Questionnaire, Applicable Current Licenses, W-9, Reference Forms, 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 (from proposing firm only, no subconsultants/subcontractors). The Questionnaire should be typed or printed and signed. All submittals are required to be electronic and be contained in two (2) files. **No** hard copies will be accepted.

A. Request Bid Specifications, #20150127 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the Questionnaire and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Questionnaire.

C. Electronically sign the Questionnaire where indicated.

D. Upload information in two (2) files as follows onto Demandstar by the due date and time: File # 1- Upload and submit the Questionnaire for E-RFP #20150127, all Applicable Current Licenses, W-9, Reference Forms, Drug Free Workplace Form, and E-RFP checklist, onto Demandstar. Remember to acknowledge all Addenda on the Questionnaire.

E. File # 2- Submit Form 330 in a separate file. Preferably .pdf.

F. Enter Zero on the web page for cost or you will receive an error message and your submittal will be denied.

G. The submittal button at the bottom of the page must be selected to complete the Bid response.

***** Only electronic replies are required. No hard copies will be accepted*****
*****Please try to limit each file submittal to no more than 1.5 mb*****

TENTATIVE SCHEDULE

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	Tuesday, December 22, 2015
Proposal Due	**Tuesday, March 1, 2016 @ 3:00:00 p.m. EST**
Evaluation Committee*	Tuesday, March 22, 2015 @ 10:00 a.m. – 11:30 a.m.
Q & A**	Monday, March 28, 2015 @ 8:30a.m.-12:00 noon.
Tentative City Council Short List Approval	April 25, 2016
Tentative Negotiations	April 28, 2016 @ 2:00p.m. – 4:00 p.m.
Tentative City Council Contract Approval	May 23, 2016

* Committee will meet in the Conference Room (390) in the Procurement Management Department at 10:00 a.m. – 11:30 a.m.
**Committee will meet in the Conference Room (390) in the Procurement Management Department at 8:30 a.m.- noon.

EVALUATION AND AWARD

CRITERION	*MAXIMUM SCORE*
A. Assigned Staff (Question # 3)	30
B. Company Experience with water and wastewater pipeline (GEO) projects (Question # 4)	20
C. Company Experience in road and bridge projects (GEO) (Questions # 5-8)	50
Maximum Points	**100**

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)

Discrimination: - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a Contract to provide goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not award or perform work as a Consultant, supplier, subConsultant, or Consultant under Contract with any public entity, and may not transact business with any public entity.

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"SAMPLE"
CITY OF PORT SAINT LUCIE
CONTRACT #20150127

This is a Fixed Rate Continuing Services 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 #20150127 **Continuing Geotechnical (GEO) Services** 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: Karen Chambers-Cuffy, Buyer
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 5224 Fax 772 871 7337
Email: kchamberscuffy@cityofpsl.com

City Project Manager: Not Applicable

Engineer:

Description of Services to be provided

The Engineer shall perform, pursuant to RFP # 20150127 Continuing Geotechnical (GEO) Services for the City. The projects for this work will come from the current Five Year Capital Improvement Program (CIP) and any amendments during the term of this contract. Separate contracts will be created for the projects within the CIP requiring GEO Services, as determined by the City. Depending upon the individual project, compliance with various federal guidelines may be required. A broader more defined scope of work will be developed for each individual project.

The first order of the qualifying firms will be determined by a public drawing. The names of the selected qualified firms will be picked at random. The method of award for the 'Continuing Services Projects' will be based on a strict rotation basis per the maximum amount per year, per discipline as established by the various departments for the term of the contract. Once that maximum amount per award is met, the firm will not be eligible for other projects for that contract period until the other firms in the rotation have reached equitable amounts for the remaining term of the contract. The Procurement Management Department will establish a data base and monitor the rotation of the awards to the firms.

The following ***EXCEPTIONS*** shall apply to the rotation list:

1. The prime shall not be the prime or subconsultant for another discipline of the same project. If that situation arises, the next firm in the rotation will be utilized and that skipped firm will be first in line for the next project in the rotation.
2. When the maximum dollar amount per contract period is met by a firm whether that firm is a prime or a subconsultant, that firm will not receive another award until all firms in the rotation have received equitable dollar amounts of awards.
3. If a firm indicates in writing that it is unable to meet the scope of work or schedule for the specific project.

Each fiscal year the City will review the departments' budgets to determine whether there has been any significant changes in the budgets. The City will then determine if there's a significant change from what was originally proposed to amend the maximum amount awarded per firm. Each contract anniversary the maximum amount of award per firm will be established based on the City's adopted Capital Budget.

A firm may be selected for more than one discipline. A Geotechnical firm may perform as a subconsultant for more than one CEI firm and also as prime on a Geotechnical Continuing Services contract with the City, keeping in mind exception # 2 on the Exceptions to the rotation list. A firm cannot submit as a prime for a project and as a subconsultant for another firm **on the same project**. Firms will be required to submit in writing any changes in their team, within fourteen (14) calendar days of the change to the City for approval. Changes in the personnel of a firm at the annual review may not result in any action taken by the City.

The selected firms will be evaluated by the City upon completion of a project or, at a minimum, annually to verify current qualifications, capacity and experience. The evaluations will be used as a measurement of the firms' performance and may be included in the review process for future solicitations for services by the City. Any unsuitable evaluation may result in termination of the existing Continuing Services Contract.

Geotechnical tests may include, but are not limited to, the following:-

Sidewalk:

- Subsurface Investigations
- Soil type/ classification

- Compaction
- Permeability
- Construction Material

SECTION II
TIME OF PERFORMANCE

Contract period shall start _____, 20__, and terminate _____, 20____, One thousand ninety five (1095) 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 and approved by the City.

SECTION III
RENEWAL OPTION

Not Applicable

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Engineer is based on the services authorized and performed in accordance with each contract, per project, issued by the City.

The Contract shall describe the specific scope of work to be performed, the amount of the Engineer's fee based on the hourly rate and test rates identified in the Fee Schedule Table below, and the schedule for completion of work.

The individual projects will be compensated based on a Time & Expense '*Not to Exceed*', or Lump Sum Contract plus 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.

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

Tests	Fee per Test

Hourly Rates for additional services may be utilized, as determined by the City.

Hourly Rates and Fixed Fees are to include all reimbursables, including travel, meals, copies and so forth.

Invoices for services shall be submitted once a month by the 10th of the month, and payments shall be made within forty five (45) days unless Engineer has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Project Manager.

Engineer VISA Payment Procedures

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the Project Manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

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.

SECTION VI
INDEMNIFICATION/INSURANCE

Insurance will be provided for each individual project.

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

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of Procurement Management Department or 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 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).

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 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. The terms of the Contract supersede those of the RFP and specifications.

An evaluation form of the Engineer will be sent to the Project Manager upon completion of the project.

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 the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder.

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
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.

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 XIX
CONFLICT OF INTEREST

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineer shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION 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)

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

E-RFP #20150127
Continuing GEO Services

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 services for a project known as **#20150127-Continuing GEO Services.**
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

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 _____, 20__.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(Seal)

QUESTIONNAIRE

E-RFP #20150127
Continuing GEO Services

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 _____, 2015

_____
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 contract, including address, telephone, fax number, e-mail address and contact person?
   (This is a word document add lines as needed)

2. Will your firm accept payment by Credit Card (yes or no)? _____

3. List all proposed personnel assigned to this project to include title, certifications, and years of experience.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other

(This is a word document add lines as needed)

4. List similar GEO services contracts related to **Water and Waste Water Pipeline** projects awarded by other government agencies, to your firm in the past five (5) years. ((Do not include the City of Port St. Lucie projects)

Project	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract

				Total Amount	

(This is a word document add lines as needed)

5. List similar **Road & Bridge** GEO services contracts, awarded by other government agencies, to your firm in past five (5) years.
(Do not include the City of Port St. Lucie projects)

Project	Date of Award	Responsibility	Is Work Completed	Firm's Role in the Project	Amount of Contract
				Total Amount	

(This is a word document add lines as needed)

6. Describe any significant or unique accomplishment in previous GEO services contracts, for e.g. - budget reductions, time reductions, and/or reduction in change orders. Include any additional data pertinent to firm's capabilities. (Please limit to 1 page).

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)

8. Using the Reference Check Form attached, provide, contact names, telephone and fax numbers and email addresses for EACH government agency listed in question # 5.

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:

	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)

QUESTION # 8

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type) Do not use City of Port St. Lucie as a reference

Bid/RFP Number: 20150127

Title: **Continuing GEO Services**

Bidder/Respondent:

Reference: _____ Fax #: _____
Email: _____ Telephone #: _____
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Geotechnical Services. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor, including size, type of project, contract amount, and personnel that did the work.

Was the project completed on time and within budget?

How many GEO projects has this firm completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this firm?

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this firm again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

DRUG-FREE WORKPLACE FORM

E-RFP #20150127
Continuing GEO Services

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 #20150127
Continuing GEO Services.

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 #20150127, all Applicable Current Licenses (state and professional), W-9, Reference Forms, Drug Free Workplace Form, and E-RFP 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

_____ Have reviewed the Contract and accept all City Terms and Conditions

_____All Applicable Current Licenses

_____ W-9

_____ Reference Forms

_____Drug Free Workplace Form

_____Checklist

_____ File # 2- Form 330

Notice #1- Q&A
BID # 20150127
Date: March 24, 2016

Bid Name: Continuing Contracts for Geotechnical Services

This is a public notice for the Q & A session for March 28, 2016.

8:30am Ardaman & Associates Inc.
8:50am Terracon Consultants Inc.
9:10am Nutting Engineers of Florida
9:30am Andersen Andre Consulting Engineers, Inc.

This will be held at City Hall, Building A, Suite 390 in the Conference room #390.

BID OPENING ATTENDANCE
RFP-20150127
Continuing Service contracts for GEO
3/1/16 @ 3:30 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Cheryl Sharabezu	City PSL		T
				F
2.	Shelby Reisinger	City of PSL	Sreisinger@cityofPSL.com	T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	RFP-20150127-0-2015/kcc
Bid Name	Continuing Geotechnical (GEO) Services
Bid Due Date	3/1/2016 3:00:00 PM Eastern time
Bid Opening	**Closed**

3 responses found.

✓ *online,* *offline,* • *not submitting,* *not receive*

Complete						
	Andersen Andre Consulting Engineers, Inc.	3/1/2016 8:55:41 AM	573 SW Biltmore Street Port St. Lucie, FL 34983	$0.00		Checklist ✓ Questionnaire ✓ Drug Free Workplace Form ✓ License/Certification to do Described Work ✓ Reference Check Form ✓ Form 330 ✓ W-9 form ✓
	Ardaman & Associates, Inc	3/1/2016 2:20:46 PM	P.O. Box 593003 8008 S. Orange Ave. Orlando, FL 32809	$0.00		Checklist ✓ Questionnaire ✓ Drug Free Workplace Form ✓ License/Certification to do Described Work ✓ Reference Check Form ✓ Form 330 ✓ W-9 form ✓
	GFA International, Inc.	3/1/2016 11:34:51 AM	1215 Wallace Drive Delray Beach, FL 33444	$1.00		Checklist ✓ Questionnaire ✓ Drug Free Workplace Form ✓ License/Certification to do Described Work ✓ Reference Check Form ✓ Form 330 ✓ W-9 form ✓
	Nutting Engineers Of Florida	3/1/2016 2:49:53 PM	615 SW Biltmore Street Port St. Lucie, FL 34983	$0.00		Checklist ✓ Questionnaire ✓ Drug Free Workplace Form ✓ License/Certification to do Described Work ✓ Reference Check Form ✓ Form 330 ✓ W-9 form ✓
	RADISE International, LC	3/1/2016 11:15:28 AM	4152 West Blue Heron Blvd Suite 1114 Riviera Beach, FL 33404	$0.00		Checklist ✓ Questionnaire ✓ Drug Free Workplace Form ✓ License/Certification to do Described Work ✓ Reference Check Form ✓ Form 330 ✓ W-9 form ✓
	Terracon Consultants, Inc.	3/1/2016 2:44:18 PM	607 NW Commodity Cove Port St. Lucie, FL 34986	$0.00		Checklist ✓ Questionnaire ✓ Drug Free Workplace Form ✓ License/Certification to do Described Work ✓ Reference Check Form ✓

					W-9 form	✓
					Checklist	✓
					Questionnaire	✓
					Drug Free Workplace Form	✓
.	Tierra South Florida, Inc.	3/1/2016 1:04:04 PM	2765 Vista Parkway Suite 10 West Palm Beach, FL 33411	$0.00	License/Certification to do Described Work	✓
					Reference Check Form	✓
					Form 330	✓
					W-9 form	✓
					Checklist	✓
					Questionnaire	✓
					Drug Free Workplace Form	✓
.	Universal Engineering Sciences	2/25/2016 11:47:10 AM	803 South Kings Highway Ft. Pierce, FL 32945	$0.00	License/Certification to do Described Work	✓
					Reference Check Form	✓
					Form 330	✓
					W-9 form	✓

Evaluation ATTENDANCE
RFP-20150127
Continuing Service contracts for GEO
3/22/16 @ 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Gina Jolly	PMD City of PSL		T
				F
2.	Colt Schwerdt	City of PSL - PW		T
				F
3.	LISA Campbell	PSLUSD		T
				F
4.	Shelby Reisinger	City of PSC PMD	Sreisinger@cityofPSL.com	T
				F
5.	John Dunton	City of PSL		T
				F
6.				T
				F
7.				T
				F

Q & A ATTENDANCE
RFP-20150127
Continuing Service contracts for GEO
3/28/16 @ 8:30 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Dan Zrallack	Ardaman & Assoc, Inc.	dzrallack@ardaman.com	T 772-878-0072 F 772-878-0097
2.	Colt Schwerdt	City of PSL - PW		T F
3.	LISA CAMPBELL	PSLUSD		T F
4.	Dave Youngstrom	Terracon	dave.youngstrom@terracon	T 772-349-9787 F 772-349-9404
5.	Brent Langlois	Terracon	Brent.Langlois@terracon.com	T F
6.	Doug Dunkelberger	Terracon	doug.dunkelberger@terracon.com	T F
7.	RICK WOHLFARTH	NUTTING ENGINEERS	RICKW@NUTTING.BIZ	T 772-408-1050 F

Q & A ATTENDANCE
RFP-20150127
Continuing Service contracts for GEO
3/28/16 @ 8:30 a.m.

8.	Kristina Berryman	Nutting Engineers of Florida	Kristinab@nutting.biz	T 772-408-1050 F 772-408-1049
9.	Shelby Reisinger	City of PSL Procurement		T F
10.	Peter Andersen	AACE	PANDERSEN@AACEINC.ca	T 772.807.9191 F
11.	David Andre	AACE	dandre@aaceinc.com	T F
12.	Gina Jolly	Procurement Dept.		T F

Q & A ATTENDANCE
RFP-20150127
Continuing Service contracts for GEO
3/28/16 @ 8:30 a.m.

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13.	Robyn Holder	City of PSL - PMD		T 344-4293
			Rholder@CityofPSL	F
14.				T
				F
15.				T
				F
16.				T
				F
17.				T
				F
18.				T
				F
19.				T
				F

GUIDELINES FOR USING RFP EVALUATION FORM

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, (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 #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. Company Experience in Road and Bridge projects (GEO), Question #5-8. This criteria is the experience that the firm has with Road and Bridge projects. Compare the size of the projects and when these projects were performed. Did the proposal indicate any unique accomplishment or innovative approach? How organized is the firm's proposal? Has the firm followed directions or provided fluff.

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 #20150127 – Continuing Professional GEO Services
Evaluation Committee Members / Participants

I, Colt Schwerdt, 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 #20150127 – Continuing Professional GEO Services** during the evaluation process and before contract award.

Initials CS	**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 CS	**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 CS	**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 CS	**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 CS	**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: Colt Schwerdt

Printed: Colt Schwerdt

Date: 3-21-2016

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT

RFP #20150127 – Continuing Professional GEO Services

Evaluation Committee Members / Participants

I, Lisa Campbell, 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 #20150127 – Continuing Professional GEO Services** during the evaluation process and before contract award.

Initials	**Applicability of the Florida Sunshine Law**

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Initials LC	**Non-Collusion**

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

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3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials LC	**Conflict of Interest**

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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: LC

Printed: Lisa Campbell

Date: 3/21/14

RECEIVED
MAR 1 8 2016
Management Services

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT

RFP #20150127 – Continuing Professional GEO Services

Evaluation Committee Members / Participants

I, John Dunton, 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 #20150127 – Continuing Professional GEO Services** during the evaluation process and before contract award.

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Initials	Non-Collusion

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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

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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: _____

Printed: John Denton

Date: 3/14/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: AACE

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	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: John Dunton *(Please print)* Dept.: Public works

Signature: J. Dunton Date: 3/17/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Ardaman

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	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: John Dunton (*Please print*) Dept.: Public works

Signature: [illegible] Date: 3/17/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: GFA

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Did not provide Summary on all projects			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Did not provide Summary on all 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: John Dunton (*Please print*) Dept.: Public Works

Signature: J. Dunton Date: 3/17/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Nutting

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	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: John Dunton *(Please print)* Dept.: Public works

Signature: [illegible] Date: 3/17/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Rodise

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Staff referenced Some jobs			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Staff referenced Some jobs.			

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: John Dunton (*Please print*) Dept.: Public works

Signature: [illegible] Date: 3/17/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Terracon

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	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: John Dunton (*Please print*) Dept.: Public works

Signature: [signature] Date: 3/17/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Tierra

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	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: John Dunton *(Please print)* Dept.: Public works

Signature: [illegible] Date: 3/17/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Universal

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	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: John Dunton (*Please print*) Dept.: Public works

Signature: [signature] Date: 3/17/16

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project
Respondent: GFA International, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: 0/14 have nuclear gauge certification - nuclear gauge or troxler not mentioned. Several other various certifications			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: 2/14 main line water or sewer 1/14 one project w/various improvements for Ft Pierce - unknown specifics Unknown if 'field soil testing' refers to lab work or field work??? Most work appears to be storm water drainage work			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Several roadway projects 0/4 reference check forms returned; two of the municipalities they were sent to gave references for other firms No examples of reduction in costs on any project	General notes - Local firm Listed density testing on several projects but proposed no staff that was troxler certified. Duties were too vague to know what services they performed.		

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: Lisa Campbell (*Please print*) Dept.: Utility Engineering

Signature: LC Date:

Lisa Campbell, M.P.A.
03/21/2016 7:02:10 AM

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project
Respondent: RADISE International, L.C.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: 3/17 have nuclear gauge certification Several other various certifications			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	(0) 1 2 3 4 5	0 1 2 3 4 5
Comments: 0/12 water or sewer utility Unknown if any experience with water/wastewater projects.			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Several road projects Unknown if 'geotechnical engineering & construction material testing' refers to lab work or field work. 3/8 reference check forms returned - 1 of them didn't answere the questions, so don't know what they did. 1 example of budget reductions on projects several 10k's	General notes - Not local - West Palm Beach Duties were too vague to know what services they performed.		

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: Lisa Campbell (*Please print*) Dept.: Utility Engineering

Signature: Date:

Lisa Campbell, M.P.A.
03/21/2016 7:56:56 AM

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Nutting Engineers

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: 1/6 have nuclear gauge certification Several other various certifications			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: 10/13 main line water or sewer Unknown if construction material testing refers to lab work or field work???			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Several roadway projects 2/10 reference check forms returned; one had bores/asphalt, the other had no scope so unknown what they did on the project Question 7 not really answered; yes/no question answered N/A 3 examples of budget reductions on projects	General notes - Local firm Duties were too vague to know what services they performed.		

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: Lisa Campbell (*Please print*) Dept.: Utility Engineering

Signature: Date:

Lisa Campbell, M.P.A.

03/21/2016 7:19:30 AM

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Terracon

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: 1/7 have nuclear gauge certification - the Contract/Senior Project Manager - in field?? Several other various certifications			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: 6/12 water or sewer Unknown if geotechnical & materials testing services' refers to lab work or field work???			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Several roadway projects 0/12 reference check forms returned; two of the municipalities they were sent to gave references for other firms no examples of budget reductions on projects	General notes - Local firm Listed all offices instead of the office that performed the services in 25-2 Listed no nuclear/troxler in list of certifications for PSL office in H Duties were too vague to know what services they performed.		

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.

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Committee Member: Lisa Campbell (*Please print*) Dept.: Utility Engineering

Signature: Date:

Lisa Campbell, M.P.A.

03/21/2016 8:08:23 AM

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Tierra

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: 4/11 have nuclear gauge certification Several other various certifications			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: 11/58 water or sewer Unknown if construction material testing services refers to lab work or field work???			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Several roadway projects 2/8 reference check forms returned; one didn't fill out scope so don't know what they did, this city was listed in 5 for a cost of $275.00 - don't know if it is the same project 4 examples of budget reductions on projects	General notes - Not a local firm - West Palm Beach Duties were too vague to know what services they performed.		

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: Lisa Campbell (*Please print*) Dept.: Utility Engineering

Signature: Date:

Lisa Campbell, M.P.A.

03/21/2016 8:45:30 AM

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Universal

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: 1/4 have nuclear gauge certification - it is the Regional Engineer & Geotechnical Department Manager - in field?? Several other various certifications			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)*** question 5 on their submittal	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: 4/6 water or sewer Unknown if material testing refers to lab work or field work.			
C. Firm Experience with Road & Bridge ***(Questions 5-8)*** questions 6-9 on their submittal	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Several roadway projects 1/7 reference check forms returned; 1 example of budget reductions on projects General notes - Not local firm - Ft Pierce Changed the numbering of the questions Didn't correctly fill out 23-a and 25-2 on F need to pay more attention to details Duties were too vague to know what services they performed.			

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: Lisa Campbell (*Please print*) Dept.: Utility Engineering

Signature: Date:

Lisa Campbell, M.P.A.

03/21/2016 8:45:42 AM

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project
Respondent: AACE

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: 6/7 have nuclear gauge certification Several other various certifications			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments: 4/5 water or sewer All design work			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Several road projects 6 examples of budget reductions on projects 5% - 45% Unknown if construction material testing refers to lab work or field work. 3/7 reference check forms returned	General notes - Local firm Duties were too vague to know what services they performed.		

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: Lisa Campbell (*Please print*) Dept.: Utility Engineering

Signature: Date:

Lisa Campbell, M.P.A.
03/21/2016 7:44:36 AM

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project
Respondent: Ardaman & Associates, Inc

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: 5/11 have nuclear gauge certification Several other various certifications			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: 5/7 main line water or sewer Unknown if construction material testing refers to lab work or field work???			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Several roadway projects 0/4 reference check forms returned; two of the municipalities they were sent to gave references for other firms No examples of budget reductions on projects	General notes - Local firm Nextel 2 way radios? Submittal referred to County instead of City - need more attention to details Selected for work by DOT district 1 2 3 5 7 - not by 4 where we are? Duties were too vague to know what services they performed.		

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: Lisa Campbell (*Please print*) Dept.: Utility Engineering

Signature: _____ Date: _____

Lisa Campbell, M.P.A.
03/21/2016 7:33:06 AM

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Andersen Andre Consulting Engineers, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Staff qualifications appeared sufficient. Staff average years of experience is 14.6 years. All staff listed included in average experience calcs as the two principals are listed as contract and project managers.			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Provided 5 projects as experience, however, 1 was disregarded as it appeared to be stormwater related and not related to water/waste water.			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Provided 6 projects as experience and all appeared to be related to road + bridge. Also on question 6 the provided 6 projects in Port St. Lucie in which they saved money. They are local and have their own testing lab and testing certifications, mentioned stormwater project for the city in which they reduced the budget			

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: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-21-2016

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Ardaman & Associates, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Staff qualifications appeared sufficient. Staff average years of experience is 16.5 years once one staff member excluded as certifications do not appear applicable to scope of work.			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: Provided 7 projects as experience, All projects appeared to be related to water/waste water as I assumed roadway improvements would have utility adjustments associated with them. 5 were related to water/waste water.			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: Provided 9 projects as experience and all appear to be related to road & bridge. - On question C they provided information on their mobile data system allowing for faster reporting, mentioned being able to provide canal slope stability analysis. They are able to perform FWD tech for pavement analysis which is cheaper than pavement coring. They are local and have their own testing lab and testing certifications			

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: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-21-2016

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: GFA International, Inc.

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Staff qualifications appeared to be sufficient. Staff average years of experience is 16.7 years once three staff members excluded as they do not appear to be in day to day operations			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Provided 11 projects as experience, however, 5 were stormwater related, 3 were water/waste water, and 3 were roadway. I assumed that roadway improvements would have water/waste water adjustments associated with the project			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Provided 10 projects as experience, however, one does not appear to be related to road & bridge, also lower size in dollar amount suggesting work not very in depth. On question 6 they mentioned that they have a mobile data system for faster reporting. However the provided no examples of how they reduced budget, time etc on a project. And essentially listed project management practices that I feel are common through out the industry. No mention of testing labs or testing certifications			

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: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-21-2016

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Nutting Engineers of Florida, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: Staff qualifications appeared to be sufficient. Staff average years of experience is 23.5 years. All staff listed included in average experience calcs as the principal is listed as contract manager.			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Provided 13 projects as experience, however, 2 were disregarded as they appeared to be related to stormwater and not related to water/waste water.			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Provided 14 projects as experience that all appeared to be related to road + bridge, however, the associated dollar amount was in the bottom tier suggesting that the work was not very in depth. On question 6 they provided 3 projects in which they introduced an innovative idea to save budget. But did not provide much other pertinent data. No mention of testing lab or testing certifications			

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: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-21-2016

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: RADISE International, LC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Staff qualifications appeared to be sufficient. Staff average years of experience is 12.6 years once two staff members excluded as they do not appear to be in day to day operations			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Provided 12 projects as experience, however, all 12 appear to be related to stormwater and not water/waste water. Additionally it was hard to determine what their project duties included.			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Provided 8 projects as experience, however, 2 were disregarded because no project time frame was provided. 6 appear to be related to road + bridge but hard to determine what their project duties included. On question 6 provided 2 examples where they reduced budget by innovative ideas with one constructing a mobile testing lab. They mentioned their mobile data system, testing labs and testing certifications, and that they can do canal slope stability.			

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: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-21-2016

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Terracon Consultants, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Staff qualifications appeared to be sufficient. Staff average years of experience is 12.3 years once three staff members excluded as they do not appear to be in day today operations and are listed as support staff.			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Provided 14 projects as experience, however, 2 were disregarded as they appeared to be related to stormwater. I assumed that the roadway improvements would have water/wastewater adjustments associated with them.			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Provided 16 projects as experience, however, 3 appeared to be related to stormwater and the others were road & bridge. On question 6 they provided 3 projects were they saved time or money via innovative design. They are local, but did not provide any addition pertinent data on the company, and essentially listed project management practices that I feel are common throughout the industry. No mention of a mobile data system, testing lab or testing certifications. Only company to mention termination of contracts or litigation history			

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: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-21-2016

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Tierra South Florida, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Staff qualifications appeared to be sufficient. Staff average years of experience is 16.6 years once three staff members excluded as they do not appear to be in day to day operations.			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: They provided a lot of projects as experience. However, it was hard to determine how many were related to water/waste water. It was also hard to determine what their project duties included			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: They provided lots of projects as experience, however, it was hard to determine what their duties included on the projects. Also 1 projects was disregarded for past time frame and 1 for being a PSL job. — On question 6 they provided 5 examples were they helped reduce budget via innovative design. They mentioned project management practices that I feel are common through out the industry and did not mention any other pertinent data regarding the company. No mention of testing lab or testing certifications			

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: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-21-2016

RFP # 20150127 Title: Continuing Professional Geotechnical Services (GEO) project

Respondent: Universal Engineering Sciences, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Assigned Staff Experience ***(Question # 3)***	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Staff qualifications appeared to be sufficient. Staff average years of experience is 14.5 years once one staff member excluded as they do not appear to be in day to day operations.			
B. Firm Experience with Water and Waste water pipeline ***(Question 4)***	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Provided 6 projects as experience, however, 2 appear to be related to stormwater. Additionally they indicate that they provide services for four counties and complete about 850 - 1000 projects per year, with those commitments I don't see how they could provide the attention and services needed.			
C. Firm Experience with Road & Bridge ***(Questions 5-8)***	10	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: Provided 7 projects as experience that all appeared to be related to road & bridge. However, they seemed to be a subconsultant on all of them. On question 6 they only mention 1 project which the saved money via innovative design. That is all they mentioned. No mention of mobile data system, testing lab or testing certifications			

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: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-21-2016

Atrdamon

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 3 4 (5)
Comments: • Very aware of the Soils. Emphasized that the need for Geotechnical is more prevelant due to the poor Soils. • Slope Stability and issue	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 3 (4) 5
Comments: • Familiar with the different applicable applications.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: · Answered the important component is that · the toe stability is most important. · Good answers.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: Good Solid answers.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 2 3 (4) 5
Comments: • Falling weight deflectometer. • state of the art facility. •	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: John Dunton (*Please print*) Dept.: Public Works

Signature: [signature] Date: 3/28/16

Terra Con

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A Questions	B Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 3 (4) 5
Comments: • Familiar with the Strata, experience. •	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 (3) 4 5
Comments: • Mentioned that there is a cost savings with sock drains. • If you leave the sock it can compromise the stability. •	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: · Mentioned rapid drawdown a concern.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 (2) 3 4 5
Comments: Very generalized information	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 (2) 3 4 5
Comments: • Full depth reclamation. • Mentioned improvements that have been in place for some time.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: John Denton (*Please print*) Dept.: Public Works

Signature: [illegible] Date: 3/28/16

Nutting

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A Questions	B Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 (3) 4 5
Comments: · 15' Loamy Sands. · Water table and issue · quick response, not much detail	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 3 (4) 5
Comments: - Good answer on the differences. , GC should use their means? method	

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: Scenario's are very important to design. Pretty good answer except I would like to hear a bit more of a solution	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: Answer was generalized, not the Solution.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 (2) 3 4 5
Comments: • GPS on ~~the~~ Vehicles, • Looking for advancements in construction Technology. •	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: John Dunton (*Please print*) Dept.: Public works

Signature: [illegible] Date: 3/28/16

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name: AACE

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A Questions	B Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 3 4 5
Comments: . Very familiar with the Soil.	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 3 4 5
Comments: . Good answers on how that are a benefit / disadvantage.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: Good answer familiar with the geometry of our canals.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: Familiar with the Soils and Solutions to mitigate issues.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 2 3 4 5
Comments: · DOT certifications. · Went into detail on Several improvements ground water monitoring device.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: John Dunton (*Please print*) Dept.: Public Works

Signature: [illegible] Date: 3/28/16

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name: Aldaman

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 3 ~~4~~ (5) CS
Comments: Was able to specify specific areas within the City and the type of soils. City of PSL has a lot of "undesirable" soils that really need to have Geotechnical experience to work with, need to really pay attention to roadway grades for proposed effects, canal bank seepage.	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 3 4 (5)
Comments: Appropriateness of dewatering method for soils, due to low permability sock drains can be unsufficient, well-point is typically used due to the low permability. Really depends specific project location. Mentioned the useage of pumps for both, time constraints, etc. Need to also rely on contractor experience, where well points can take more experience, sock drain abandonment	

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: 2/1 slopes have a hard time getting a suitable factor of safety, can use armoring methods to achieve, but maintenance is hard depending on armoring system, depends on soils 3/1 is more maintable, can be ~~seed~~ sodded in some cases, some times will need to be maintained, depends on soils. 4/1 is more desirable but due to right-a-way constraints hard to achieve, use re-armoring to vertically step up bottom to achieve 4/1	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: Wet areas need to be explored to determine why it is wet. Most likely due to low permability of soils, need to provide relief points for drainage such as increase the permability, such as a underground collection system. However City roads are typically low adding to the problems so underground drainage should be considered.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 2 3 4 5
Comments: Mentioned the new FDOT approved falling weight deflectometer that is more economical vs pavement coring, / of 2 firms in the state with this technologies. (big amount of data collections They have a very up to date testing lab that they utilize for projects worldwide.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-28-2016

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name: Terracon

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A Questions	B Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 (3) 4 5
Comments: Mentioned that upper are generally clean sands, then ~~do~~ turns into clay materials that can pose problems. Acts as a hardpan that can create a perched water table that poses problems for roadways. The City has a silty sand layer that appears to be unsuitable due to settling, but that it can actually be worked around.	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 3 (4) 5
Comments: Sock drains are typically cheaper as for construction, however due to the clay material it may not be effective, where well points are typically more effective. Sock drains need to consider abandonment issues. It is also a contractors means and methods but can provide advise.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: 2/1 slopes can have a problem if they get wet (canal seepage), can construct with armoring if necessary due to canal restraints. Prefer a 3/1 or 4/1 but need to pay attention to scouring	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: Need to grade the site for positive drainage, should look into using a more granular soils to allow for percolation, can use strip drain/under drain to allow for positive flow	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 2 3 4 5
Comments: Mentioned the use of full depth reclamation to restore roadways. Need to have a proper quality control program put in place with contractor. Mentioned their testing capabilities. They have an electronic data base for inputting field data with mobile devices for faster reporting that can be accessed by the client. Mentioned the use of geogrid materials for the city soils	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-28-2016

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name: Nutting

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A Questions	B Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 (2) 3 4 5
Comments: Generally Sands, clayey sands, typically within first 15 feet, Have high water tables due to ~~clay~~ clayey sands,	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 (3) 4 5
Comments: Well points are good for sheet piles, linear type projects. Sock drains are better for big areas. Contractors means and methods depict method but advise them, clayey sand environments may clog the sock drain so well points may be desirable	

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: 2/1 need to look at water table, canal parameters, may need to look into armoring it. Soil conditions really are limiting factor. Also have to look at contractors construction methods. Need more project specifics to answer questions. 3/1 and 4/1 are more stable when water conditions are encountered.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: Always have to consider drainage, and must provide a way for water to leave. Talked about using sump pumps for construction	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 2 (3) 4 5
Comments: Utilizing GPS systems for their vehicles to more efficiently get personnel to projects sites. Updated their reporting system for getting information to clients quicker, Red folder system depicts that this information needs to be addressed. Upgraded their budget tracking system for more to date tracking. Upgrading their vehicles	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Colt Schwerdt (Please print) Dept.: Public Works

Signature: Colt Schwerdt Date: 3-28-2016

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name: AACE

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A Questions	B Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 3 4 5 CS
Comments: City has a Variable soil conditions, with lots of Clayey Soils to clayey Sands that can pose problems for construction. Typically wise soil conditions the more west you go in the City. Work with contractor for mixing soils to make them suitable. Shallow layers of hardpans, making a perched water table that hurts roadways, canals, etc.	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 3 4 5
Comments: They see a combined efforts in some cases of deeper projects. Clayey soils can prevent sock drains for being efficient so well-points would be more effective. In deeper projects single level well-points may not work so you would need multiple layers or use a combined sock / well point system	

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: Desired Slope for City soils is 3/1, 2/1 can be achieved if use an armoring method. 4/1 will essentially work for City soils. Recently saw failures on 2/1 where they had to use articulated concrete block with anchoring measures.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: Need to explore soil conditions, is there a perched water table, replace material with better draining materials, or are drainage system, and ensure grading allows for positive drainage.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 2 3 4 (5)
Comments: Mentioned their FDOT certified lab and personel, Have/continue to upgrade their equipment to current levels. KNow the upcoming protocols coming into place. Have implemented surcharge programs on construction site They will also install monitoring wells with electronic data collectors for faster testing/reporting	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Colt Schwendt (Please print) Dept.: Public Works

Signature: Colt Schwendt Date: 3-28-2016

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Ardaman.

Company Name: Ardaman

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A Questions	B Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 (3) 4 5
Comments: PSL – clay to loamy soils/ sand ridges @ beckr/usl - undesirable soils – good cause need geotechs – unique soils here – people that wk Mand will struggle – less desirable soils impact every aspect of const – seepage into canals –	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 (2) 3 4 5
Comments: appropiatness – w.p – not do well in clay – do lg area sd – clog only drain 1 area – may be can't keep up. – limited – shallow holes – $ abandon depends on how deep the hole is wp – (utils) ps/ – noise – (+) $ soil cond – contr exp. –	

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: 2:1 – bare min • hard to get safety factor. • armor – needs maint. • COE – recog slope fail as maint. fail ok? • explain for seepage draw down • worst case scenario soil cond. • for drainage & struct support • constructability 3:1 – • sod/mow • more obtainable • radius ↑ no structural answer – 4:1 • more forgiving w/ seepage • more forgiving on soil cond	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: Why wet? grades? low perm. soils - slow draining - relief points - hard pan soils not letting water drain quickly - geotech soil anayl. needed - collectn sys for run off - problems - sdwk already set too low -	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 (2) 3 4 5
Comments: falling weight deflectometer – alt for eval pvmt cond asur. – in lu of cores – used in Hillsborgh/Tampa – geo phones on trailer – deep wt – eval shock wave – still use some cores – 200 - 300' ↳ every 50' best geo physical lab in state 12 + drill rigs – mining gypsum stock most phd's than other co have emp.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Lisa Campbell (*Please print*) Dept.: PSLUSD

Signature: LS Date: 3/28/16

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name: Terra Con

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 (3) 4 5
Comments: ↑ soils - clean sands < 10% fines ↓ clay sands - AZ 4 - plastic - issues w/ stability ↓↓ shell/sands - cleaner - hard pan @ 3-4' ~ causes a perched H_2O table - 12-15' → LS/util - silty fine sand, prob w/ excav. - compressable - no - not struct. - used shallow ftgs. - SLW WTP - tanks - no settling.	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 (2) 3 4 5
Comments: WP get down into more granular soils pulled. SD $ ↓ won't wk well w/ clay soils abandonment issues may need multiple socks. contr decision - means/method.	

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: 2:1 3:1 4:1 • canal slopes - get wet will fail preference ⟷ • can strengthen w/ geogrid/riprap/ • careful w/ drawdown • used soil nail on IRDrive	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: grading site to have pos drng away from sdwk - use more granular soils for parking - A3 soils - use strip drain into sw sys	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 (2) 3 4 5
Comments: restore rds - full depth reclamation - use dp surf & use in subg - overlay w/asphalt need proper QC plan - resilient mod testing can't overlay cracking/ruts/push - good place to do - green project electronic - reporting - have laptops in field - send to office - SS - to client. FTPSite - client access - paperless	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Lisa Campbell (*Please print*) Dept.: PSLUSD

Signature: LSC Date: 3/28/16

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name: Nutting

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A Questions	B Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 (1) 2 3 4 5
Comments: sands/ loamy sands / clayey sands – 15 20' H2O table – 4-6 ↓ surf perched H2O table.	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 (2) 3 4 5
Comments: WP sheetpiles - linear - pipe installs. also - sump pump system. SD lgr area - olympic pool - deeper exc. up to contractor - closable - clayey sand	

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 (2) 3 4 5
Comments: 2:1 - steep - - lk @ ind. proj soil cond/-h_2O tble- deep - high - - use armor - meets toe wall, rip rap - - dewatering - temp - [illegible] - $ - need more info to truly understand ina. to answer 3:1 stake ↓ h_2O ⟷ have to look @ parameters. 4:1	

20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 (2) 3 4 5
Comments: drainage - have to give h_2O a place to go - ↑ h_2O table - rains a lot - clayey/loamy soil - let it dry - turn it over - if water sits - it will take more time - let h_2O go toward grass - lights assec - footer holes fill w/ water - have a sump pump ??	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 2 3 4 5
Comments: GPS sys in trks - knew where vehicles are - find closest guy to proj. upgrades to report system - rpts quicker - red folder system - P/U - need at certain time - hot issues. upgraded budget tracking serv. new trucks -	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Lisa Campbell (*Please print*) Dept.: PSUSD

Signature: LC Date: 3/28/16

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name: AACE

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
A. What is the typical Strata/ soil conditions typically found in the Port St. Lucie?	0 1 2 3 (4) 5
Comments: highly variable - depend where where E - sand W - clay clay issue - tough dewatering. 1-15' gray - ↑ 30% fines - no good for backfill - mix w/ sand to help get fines down. - structures - faded - clean sand - permeable - explore hardpan - slopes - rain hits it & travels - causes erosion - ment. utils	
B. Where do you find advantages/Disadvantages utilizing well point vs. sock drains for dewatering.	0 1 2 (3) 4 5
Comments: WP shallow - clay soils multi layers - $$ can be combined for deeper ment. utils. SD good for imp soils	

Company Name:	
A	**B**
Questions	Maximum Points Independent Review
C. For slope stabilization of 2/1 slopes how would you design it structurally to insure the integrity of the toe? for 3/1 and 4/1?	0 1 2 3 4 5
Comments: 2:1 benching/ improvements to soil - borderline w/ our soils - should bench soil w/ compaction add geodesics - mats - etc. art blk, anchors. 3:1 most of PSL slops. 4:1 don't need struct.	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
D.I have noticed a number of sidewalk projects done recently that were installed in traditionally wet areas. What would recommend be done to aid in minimizing ponding conditions for maintenance and upkeep along with Pedestrian Safety.	0 1 2 3 4 5
Comments: investigate source of ponding - soil - hard pan - replace poor mat'l w/ sand to drain - if elev. is issue - move water to drainage - conct repairs maintain pos drainage	

 # 20150127 – Continuing Professional Construction Engineering Geotechnical (GEO) project

Question & Answer (Q&A) Sheet Committee

Company Name:	
A	**B**
E. Share with us some of the latest technologies your organization has in place that would be value added to City projects?	0 1 2 3 4 5
Comments: DOT cert/qualify-lab-DOT cert people-all new equip-all to satisfy FDOT-can do logbook-LIMS-going to be MAK-surcharge study-settlement markers-still able to work around the surcharge-install monitor wells-w/ electronic data loggers-monitored H_2O table-valuable data for design. study ponds,	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Lisa Campbell (*Please print*) Dept.: PSL/DSD

Signature: LC Date: 3/28/16

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager/ Acting 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 #20160086 – City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

Submittal Date: 4/28/2016

STRATEGIC PLAN LINK: City of Port St. Lucie Vision 2030, Principal G, Convenient Mobility Options, "Sidewalks, bike paths/lanes and walkways connecting the City and neighborhoods"

BACKGROUND: The Public Works Department Streets Division is responsible for the repair and maintenance of approximately one hundred sixty five (165) miles of sidewalks. As our infrastructure continues to age, the need for maintenance, upgrades, and/or replacement of sidewalks continues to increase.

The scope of work consists of providing City wide maintenance of existing pedestrian facilities. The Contractor is to provide all labor and materials necessary to demolish and replace various pedestrian curb and gutters, ADA ramps and miscellaneous sidewalks at various locations throughout the City of Port St. Lucie. Curb and gutter, ADA ramps and miscellaneous sidewalk construction shall comply with the most recent edition of FDOT Design Standards.

An E-Bid was issued on March 22, 2016 to one thousand one hundred eighty (1,180) potential suppliers with fifteen listed as plan holders. The E-Bid was opened on April 15, 2016 with three (3) firms submitting proposals. One (1) firm was deemed non-responsive as they did not have the correct license to perform the work.

ANALYSIS: Staff has reviewed all the proposals and finds that Southern Underground, Inc. provides the best value to the City and meets the City's standards. Southern Underground, Inc. is a local firm and has completed several projects for the City.

FINANCIAL INFORMATION: Funds are available in the Road & Bridge CIP Fund / Road & Streets Division / Other Contractual Services / Repair or Installation-Sidewalks. Estimated annual expenditures up to $250,000.00.

LEGAL INFORMATION: Reviewed by Ella Gilbert on April 28, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval of award and Unit Price Contract #20160086 for City Wide Curb & Gutter, ADA Ramps and Sidewalk Replacement Projects with Southern Underground, Inc. for the unit prices submitted in their Bid Reply. Approve purchase orders as needed as budget allows without further Council action. The Contract period will be two (2) years with the option of three (3) one (1) year renewals.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: Various location throughout the City of Port St. Lucie

ATTACHMENTS: 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 0 2 2016

CITY MANAGER'S OFFICE

CITY OF PORT SAINT LUCIE
CONTRACT #20160086

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 SW 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:

Steve Jungjohan, or his designee.
City's Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-7640 Fax: (772) 871-7397
Email: sjungjohan@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 #20160086, **City Wide Curb & Gutter, ADA Ramps and Miscellaneous Sidewalk Replacement Projects** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

Scope of Work: As part of the City wide maintenance of existing pedestrian facilities, the Contractor shall provide all labor and materials necessary to demolish and replace various pedestrian curb and gutters, ADA ramps and miscellaneous sidewalks at locations throughout the City of Port St. Lucie.

Construction:

1.) Curb and gutter, ADA ramps and sidewalk construction shall comply with the most recent edition of the FDOT Design Standards.
2.) Curb and gutter, ADA ramps and sidewalk layout shall be coordinated with the City Inspector at time of construction
3.) Concrete shall be 3,000 psi unless otherwise stated
4.) Sidewalk joints shall Open-Type
5.) Maintenance of traffic plans shall be provided by the Contractor, including a copy of the certification for the designated onsite Traffic Control Supervisor
6.) All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2016 and will terminate two (2) years thereafter on _____, 2018. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an

extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

This Contract is for two (2) years with the option of three (3) one (1) year renewals. In the event Contractor offers in writing ninety (90) days prior to the termination of this Contract, to provide the identical services required in this Contract for the following year period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, the City may extend this Contract for the terms identified.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on the per unit prices listed on Schedule "A", 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.

Contractor 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 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.

Mobilization – The City will pay a flat fee for mobilization at the rate of $2,500.00 per project. All work performed within a two (2) mile radius will be considered as one site.

Maintenance of Traffic (MOT) – The City will pay a flat fee for MOT for work performed on a residential side street not requiring a MOT plan at the rate of $1,000.00 per project.

The City will pay a flat fee for MOT for work performed on multi-lane roadways that require Advance Certified MOT prepared plans at the rate of $2,500.00 per project.

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.

Invoice for services shall be submitted once a month by the 10th day of the month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XIII.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Release of Liens from all Contractors, subcontractors, suppliers for materials and subcontractors are to be attached to each Pay Request.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

Invoice and correspondence relative to this Contract must contain the Purchase Order number or Visa order number and Contract number.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

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 #20160086 – City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial

General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor, if required, shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
ppr@cityofpsl.com

SECTION XII
CLEANING UP

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.

Maintenance of Traffic (MOT) – If critical short-term construction operations require temporary road detours, the City will be given at least forty-eight (48) hours prior written notice for consideration of approval. These operations should be planned for weekend, nighttime, and off-peak hours, when possible, subject to the approval of the City. The Contractor will be required to provide off-duty Port St. Lucie Police Officers for this operation. The cost for police officers and required inspection personnel is to be included within the various payment items at no additional cost to the City.

The Contractor shall be responsible for keeping all law enforcement, fire protection, and ambulance agencies informed, in advance of his construction schedules, by notification to the City's Public Works Department, forty-eight (48) hours in advance, in the event of detour of any roadway. The City's Public Works Department will distribute the information to the appropriate agencies, including the news media, if required.

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Standard Specifications and the Contract Documents. Any and all costs associated, including any nighttime operations, with the approved M.O.T. Plans shall be included in the appropriate Bid item for maintenance of traffic (M.O.T).

All traffic control signs and devices, barricades, flashers, flambeaus, and similar devices, shall be furnished and maintained by the Contractor.

Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times.

The Contractor shall be responsible for performing daily inspections, including weekends and holidays, with weekly inspections at night time, of the installations on the project and the replacement of all equipment and devices not conforming to the approved standards during that inspection. Additional night time inspections may be required if deemed necessary by the City. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

Exceptions to FDOT Standards – Weather days are defined as that the City will grant time extensions, on a day to day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

Conflicts – If there is a conflict between FDOT Specifications and the City's Specifications, the City Specifications will supersede.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or

otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City eight hundred eighty four ($884.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days' notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. 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 **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

A Mobilization Fee - $2,500.00

B Maintenance of Traffic - Residential Side Streets (No MOT Plan Required) - $1,000.00

C Maintenance of Traffic - Multi-lane Roadways (Advanced Certified MOT prepared plan required) - $2,500.00

Item No.	Description	Unit of Measure	Unit Price
1	Remove & Replace Curbing	LF	$ 35.00
2	Remove & Replace Concrete Sidewalk - 4 inch thick (per FDOT Standards)	SY	$ 48.00
3	Remove & Replace Concrete Sidewalk - 6 inch thick (per FDOT Standards)	SY	$ 48.00
4	Install Cast In Place Detectable Warning Surfaces (4 x 2)	EA	$ 135.00
5	Sod - Bahia - includes initial watering	SY	$ 2.25
6	Embankment / Fill	CY	$ 13.00

Installation Items - Curb

Item No.	Description	Units	Unit Price
7	Curb - Type "A" - includes end section (per FDOT standards)	LF	$ 22.00
8	Curb - Type "B" - includes end section (per FDOT standards)	LF	$ 22.00
9	Curb - Type "D" - includes end section (per FDOT standards)	LF	$ 22.00
10	Curb - Type "E" - includes end section (per FDOT standards)	LF	$ 22.00
11	Curb - Type "F" - includes end section (per FDOT standards)	LF	$ 22.00
12	Curb - Type "Drop Curb" - includes end section (per FDOT standards)	LF	$ 22.00
13	Curb - Type "Shoulder Gutter" - includes end section (per FDOT standards)	LF	$ 22.00
14	Curb - Type "Valley Gutter " - includes end section (per FDOT standards)	LF	$ 22.00

Installation Items - Sidewalk

Item No.	Description	Units	Unit Price
15	Cast in Place Detectable Warning Surface 5x2	EA	$ 190.00
16	Gravity Walls (per FDOT standards)	LF	$ 120.00
17	Aluminum Pipe Guiderail (per FDOT Index 870)	LF	$ 48.00
18	Sidewalk - 4" Thick 0-50 LF (per FDOT standards)	SY	$ 52.00
19	Sidewalk - 4" Thick 51+ LF (per FDOT standards)	SY	$ 48.00
20	Sidewalk - 6" Thick 0-50LF (per FDOT standards) includes curb ramps	SY	$ 62.00
21	Sidewalk - 6" Thick 51+ LF (per FDOT standards) includes curb ramps	SY	$ 59.00

Installation Items – General Site Work & Landscaping Items

Item No.	Description	Units	Unit Price
22	Clearing & Grubbing	AC	$ 3,000.00
23	Excavation	CY	$ 10.00
24	Embankment / Fill	CY	$ 17.00
25	Sod- Bahia - includes watering	SY	$ 3.15

26	Sod - Floratam - includes watering	SY	$ 3.35

Additional Items

Item No.	Description	Units	Unit Price
27	Utility Box Adjustment	EA	$ 125.00

E-BID #20160086
E-BID TABULATION REPORT
CITY WIDE CURB & GUTTER, ADA RAMPS & MISCELLANEOUS SIDEWALK REPLACEMENT PROJECTS
SCHEDULE A
OPENED: 4/15/2016 - 11:00:00 AM

A **Mobilization Fee - $2,500.00**
B **Maintenance of Traffic - Residential Side Streets (No MOT Plan Required) - $1,000.00**
C **Maintenance of Traffic - Multi-lane Roadways (Advanced Certified MOT prepared plan required) - $2,500.00**

				Southern Underground		Sunshine Land Design	
Item No.	Description	Unit of Measure	Quan.	Unit Price	Total Amount	Unit Price	Total Amount
1	Remove & Replace Curbing	LF	300	$ 35.00	$ 10,500.00	$ 33.00	$ 9,900.00
2	Remove & Replace Concrete Sidewalk - 4 inch thick (per FDOT Standar	SY	1000	$ 48.00	$ 48,000.00	$ 56.97	$ 56,970.00
3	Remove & Replace Concrete Sidewalk - 6 inch thick (per FDOT Standar	SY	200	$ 48.00	$ 9,600.00	$ 68.40	$ 13,680.00
4	Install Cast In Place Detectable Warning Surfaces (4 x 2)	EA	22	$ 135.00	$ 2,970.00	$ 221.04	$ 4,862.88
5	Sod - Bahia - includes initial watering	SY	2000	$ 2.25	$ 4,500.00	$ 5.00	$ 10,000.00
6	Embankment / Fill	CY	100	$ 13.00	$ 1,300.00	$ 22.00	$ 2,200.00
7	TOTAL BASE BID AMOUNT				**$ 76,870.00**		**$ 97,612.88**

*Notes: Bid will be awarded on the total base bid amount.
Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

ADDITIONAL UNIT PRICE OPTIONS

Installation Items - Curb		Southern Underground		Sunshine Land Design	
Item No.	Description	Units	Unit Price	Units	Unit Price
8	Curb - Type "A" - includes end section (per FDOT standards)	LF	$ 22.00	LF	$ 26.40
9	Curb - Type "B" - includes end section (per FDOT standards)	LF	$ 22.00	LF	$ 16.50
10	Curb - Type "D" - includes end section (per FDOT standards)	LF	$ 22.00	LF	$ 16.50
11	Curb - Type "E" - includes end section (per FDOT standards)	LF	$ 22.00	LF	$ 19.80
12	Curb - Type "F" - includes end section (per FDOT standards)	LF	$ 22.00	LF	$ 26.40
13	Curb - Type "Drop Curb" - includes end section (per FDOT standards)	LF	$ 22.00	LF	$ 26.40
14	Curb - Type "Shoulder Gutter" - includes end section (per FDOT standa	LF	$ 22.00	LF	$ 38.50
15	Curb - Type "Valley Gutter " - includes end section (per FDOT standard	LF	$ 22.00	LF	$ 27.50

Installation Items - Sidewalk		Southern Underground		Sunshine Land Design	
Item No.	Description	Units	Unit Price	Units	Unit Price
16	Cast in Place Detectable Warning Surface 5x2	EA	$ 190.00	EA	$ 263.80
17	Gravity Walls (per FDOT standards)	LF	$ 120.00	LF	$ 550.00
18	Aluminum Pipe Guiderail (per FDOT Index 870)	LF	$ 48.00	LF	$ 82.50
19	Sidewalk - 4" Thick 0-50 LF (per FDOT standards)	SY	$ 52.00	SY	$ 55.00
20	Sidewalk - 4" Thick 51+ LF (per FDOT standards)	SY	$ 48.00	SY	$ 38.00
21	Sidewalk - 6" Thick 0-50LF (per FDOT standards) includes curb ramps	SY	$ 62.00	SY	$ 66.00
22	Sidewalk - 6" Thick 51+ LF (per FDOT standards) includes curb ramps	SY	$ 59.00	SY	$ 52.80

Installation Items - General Site Work & Landscaping Items		Southern Underground		Sunshine Land Design	
Item No.	Description	Units	Unit Price	Units	Unit Price
23	Clearing & Grubbing	AC	$3,000.00	AC	$ 2,750.00
24	Excavation	CY	$ 10.00	CY	$ 4.40
25	Embankment / Fill	CY	$ 17.00	CY	$ 22.00
26	Sod- Bahia - includes watering	SY	$ 3.15	SY	$ 5.00
27	Sod - Floratam - includes watering	SY	$ 3.35	SY	$ 5.94

Additional Items		Southern Underground		Sunshine Land Design	
Item No.	Description	Units	Unit Price	Units	Unit Price
28	Utility Box Adjustment	EA	$ 125.00	EA	$ 275.00

E-BID #20160086
E-BID TABULATION REPORT
CITY WIDE CURB & GUTTER, ADA RAMPS & MISCELLANEOUS SIDEWALK REPLACEMENT PROJECTS
SCHEDULE A
OPENED: 4/15/2016 - 11:00:00 AM

		Southern Underground	Sunshine Land Design
1	Acknowledged all Addenda.	Yes	Yes
2	Submitted original 5% Bid Bond.	Yes	Yes
3	Copy of current Insurance.	Yes	Yes
4	Review & accepted all City terms & conditions.	Yes	Yes
5	Submitted all licenses to perform the work.	Yes	Yes
6	Submitted Questionnaire.	Yes	Yes
7	Submitted all required forms.	Yes	Yes
8	Listed all subcontractors.	Yes	Not using subs
9	Submitted 5 projects similar in nature to this Bid.	Yes	Yes
10	bankrupt or reorganized under Chapter 11 or put in receivership?	No	No
11	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?	None	None
12	Any judgments from lawsits in the last 5 years?	None	None
13	any of the partners?	None	None
14	Accepts Visa.	No	No
15	Discount using Visa.	N/A	N/A
16	Submitted W-9 form.	Yes	No
17	Vendor Code of Ethics form	Yes	Yes

Nonresponsive Bidders:
Tagarelli Construction

E-BID #20160086
E-BID REPLY EXCEL SPREADSHEET
CITY WIDE CURB & GUTTER, ADA RAMPS & MISCELLANEOUS SIDEWALK REPLACEMENT PROJECTS
SCHEDULE A

Company Name: __SOUTHERN UNDERGROUND, INC._____

A Mobilization Fee - $2,500.00
B Maintenance of Traffic - Residential Side Streets (No MOT Plan Required) - $1,000.00
C Maintenance of Traffic - Multi-lane Roadways (Advanced Certified MOT prepared plan required) - $2,500.00

Item No.	Description	Unit of Measure	Quan.	Unit Price	Total Amount
1	Remove & Replace Curbing	LF	300	$ 35.00	$ 10,500.00
2	Remove & Replace Concrete Sidewalk - 4 inch thick (per FDOT Standards)	SY	1000	$ 48.00	$ 48,000.00
3	Remove & Replace Concrete Sidewalk - 6 inch thick (per FDOT Standards)	SY	200	$ 48.00	$ 9,600.00
4	Install Cast In Place Detectable Warning Surfaces (4 x 2)	EA	22	$ 135.00	$ 2,970.00
5	Sod - Bahia - includes initial watering	SY	2000	$ 2.25	$ 4,500.00
6	Embankment / Fill	CY	100	$ 13.00	$ 1,300.00
7	TOTAL BASE BID AMOUNT				**$ 76,870.00**

*Notes: Bid will be awarded on the total base bid amount.
Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

ADDITIONAL UNIT PRICE OPTIONS

Installation Items - Curb

Item No.	Description	Units	Unit Price
8	Curb - Type "A" - includes end section (per FDOT standards)	LF	$ 22.00
9	Curb - Type "B" - includes end section (per FDOT standards)	LF	$ 22.00
10	Curb - Type "D" - includes end section (per FDOT standards)	LF	$ 22.00
11	Curb - Type "E" - includes end section (per FDOT standards)	LF	$ 22.00
12	Curb - Type "F" - includes end section (per FDOT standards)	LF	$ 22.00
13	Curb - Type "Drop Curb" - includes end section (per FDOT standards)	LF	$ 22.00
14	Curb - Type "Shoulder Gutter" - includes end section (per FDOT standards)	LF	$ 22.00
15	Curb - Type "Valley Gutter " - includes end section (per FDOT standards)	LF	$ 22.00

Installation Items - Sidewalk

Item No.	Description	Units	Unit Price
16	Cast in Place Detectable Warning Surface 5x2	EA	$ 190.00
17	Gravity Walls (per FDOT standards)	LF	$ 120.00
18	Aluminum Pipe Guiderail (per FDOT Index 870)	LF	$ 48.00
19	Sidewalk - 4" Thick 0-50 LF (per FDOT standards)	SY	$ 52.00
20	Sidewalk - 4" Thick 51+ LF (per FDOT standards)	SY	$ 48.00
21	Sidewalk - 6" Thick 0-50LF (per FDOT standards) includes curb ramps	SY	$ 62.00
22	Sidewalk - 6" Thick 51+ LF (per FDOT standards) includes curb ramps	SY	$ 59.00

Installation Items - General Site Work & Landscaping Items

Item No.	Description	Units	Unit Price
23	Clearing & Grubbing	AC	$ 3,000.00
24	Excavation	CY	$ 10.00
25	Embankment / Fill	CY	$ 17.00
26	Sod- Bahia - includes watering	SY	$ 3.15
27	Sod - Floratam - includes watering	SY	$ 3.35

Additional Items

Item No.	Description	Units	Unit Price
28	Utility Box Adjustment	EA	$ 125.00

E-Bid Reply Sheet #20160086

City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

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: 3 yrs How long at present location: 3 yrs

Is firm a minority business: Yes (No) Does firm have a drug-free workplace program: (Yes) No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? (Yes) No

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued
1	4/12/16		

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: 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 - 6: $ 76,870.00
(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 #20160086 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

A Mobilization Fee - $2,500.00

B Maintenance of Traffic - Residential Side Streets (No MOT Plan Required) - $1,000.00

C Maintenance of Traffic - Multi-lane Roadways (Advanced Certified MOT prepared plan required) - $2,500.00

Item No.	Description	Unit of Measure	Quan.
1	Remove & Replace Curbing	LF	300
2	Remove & Replace Concrete Sidewalk - 4 inch thick (per FDOT Standards)	SY	1000
3	Remove & Replace Concrete Sidewalk - 6 inch thick (per FDOT Standards)	SY	200
4	Install Cast In Place Detectable Warning Surfaces (4 x 2)	EA	22
5	Sod - Bahia - includes initial watering	SY	2000
6	Embankment / Fill	CY	100
7	TOTAL BASE BID AMOUNT		XXX

ADDITIONAL UNIT PRICE OPTIONS

Installation Items - Curb

Item No.	Description	Units
8	Curb - Type "A" - includes end section (per FDOT standards)	LF
9	Curb - Type "B" - includes end section (per FDOT standards)	LF

10	Curb - Type "D" - includes end section (per FDOT standards)	LF
11	Curb - Type "E" - includes end section (per FDOT standards)	LF
12	Curb - Type "F" - includes end section (per FDOT standards)	LF
13	Curb - Type "Drop Curb" - includes end section (per FDOT standards)	LF
14	Curb - Type "Shoulder Gutter" - includes end section (per FDOT standards)	LF
15	Curb - Type "Valley Gutter " - includes end section (per FDOT standards)	LF

Installation Items - Sidewalk

Item No.	Description	Units
16	Cast in Place Detectable Warning Surface 5x2	EA
17	Gravity Walls (per FDOT standards)	LF
18	Aluminum Pipe Guiderail (per FDOT Index 870)	LF
19	Sidewalk - 4" Thick 0-50 LF (per FDOT standards)	SY
20	Sidewalk - 4" Thick 51+ LF (per FDOT standards)	SY
21	Sidewalk - 6" Thick 0-50LF (per FDOT standards) includes curb ramps	SY
22	Sidewalk - 6" Thick 51+ LF (per FDOT standards) includes curb ramps	SY

Installation Items - General Site Work & Landscaping Items

Item No.	Description	Units
23	Clearing & Grubbing	AC
24	Excavation	CY
25	Embankment / Fill	CY
26	Sod- Bahia - includes watering	SY
27	Sod - Floratam - includes watering	SY

Additional Items

Item No.	Description	Units
28	Utility Box Adjustment	EA

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.

Kevin Bush
Signature

4/12/2016
Date

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
Nicole Bush, Secretary

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 St. Lucie County (Location), this 12th 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). _____

5. How many years has your organization been in business? 3 yrs

6. Total number of staff at this present location? 6

7. Total number of staff for your firm located within the Treasure Coast area? 6

6. List five (5) curb & gutter, ADA ramps and miscellaneous sidewalk construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Pine Trace PUD Project

Description & year completed: 2016 / Install sewer services & water services, concrete work and paving

Location: Port St. Lucie

Client Name, Phone Number & Email: Pav-Co Contracting, Inc

Value of Total Contract: 290,500.00

Firm's Percentage of Total Contract: 80%

Number of Change Orders: 4

Value of Change Orders: 64,500.00

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 2

Project Name: Ambrosia Treatment Center

Description & year completed: 2015 / Installation of new concrete sidewalk, concrete driveways, concrete slab, water service, sewer service and drainage, sod restoration

Location: Port St. Lucie, FL

Client Name, Phone Number & Email: Pav-Co Contractinf, 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 3

Project Name: Lake Charles and St. Lucie West Blvd. Intersection Pedestrian Ramps

Description & year completed: 2014 / Remove and replace existing concrete sidewalk, curb and install ADA mats, sod restoration.

Location: Port St. Lucie, FL

Client Name, Phone Number & Email: City of Port St. Lucie (772) 380-3635

Value of Total Contract: 24,000.00

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 4

Project Name: Melaleca Blvd. Sidewalks

Description & year completed: 2014 / Inatallation of new concrete sidewalk, driveways, drainage pipe, curb and gutter, swale liner, traffic markings, sod restoration

Location: Port St. Lucie, FL

Client Name, Phone Number & Email: City of Port St. Lucie (FDOT LAP Project) (772) 871-6161

Value of Total Contract: 163,000.00

Firm's Percentage of Total Contract: 90%

Number of Change Orders: 1

Value of Change Orders: 11,500.00

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 5

Project Name: Crane Creek Drainage Improvements Project

Description & year completed: 2015 / Drainage repairs at various locations in Crane Creek Remove and replace existing drainage pipes, install concrete headwalls, regrade swales, sod restoration

Location: Palm City, FL

Client Name, Phone Number & Email: Crane Creek Property Owners Associations

Value of Total Contract: 35,400.00

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

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.**

Maschmeyer Concrete / Concrete material supplier(561) 848-9112

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: None

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)

Signature

President
Title

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160086
PROJECT TITLE: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Southern Underground, Inc.

Corporate Title: Southern Underground, Inc.

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**

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Penn America Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Underground, Inc.
2598 SW Aberdeen St.
Port St. Lucie, FL 34953

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						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					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

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

CONTACT NAME: Jill Bednarz
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
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Southern Underground, Inc.
2598 SW Aberdeen St
Port St Lucie FL 34953

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.

Southern Underground, Inc
2598 SW Aberdeen Street
Port St. Lucie, FL 34953

Bid Number: 20160086
Bid Name: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

List of Subcontractors / Suppliers

Southern Underground, Inc. will perform all associated work with their own crews.

	Suppliers Name	Type of Work Performed / Materials Supplied
1	Maschmeyer Concrete 1142 Watertower Road Lake Park, FL 33403 Ph (561) 848-9112 Fax (561) 844-7102	Concrete Supplier

Southern Underground, Inc
2598 SW Aberdeen Street
Port St. Lucie, FL 34953

Bid Number: 20160086
Bid Name: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

Current Projects

	Project Name	Est. Completion Date
1	Pine Trace PUD Port St. Lucie, FL	4/30/2016

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. 935790

63-615
670

DATE April 12, 2016

PAY TO THE ORDER OF ****CITY OF PORT ST LUCIE**** $ *******3,843.50

THREE THOUSAND EIGHT HUNDRED FORTY THREE DOLLARS AND FIFTY CENTS

Remitter: SOUTHERN UNDERGROUND INC

CASHIER'S CHECK

AUTHORIZED SIGNATURE

BR#: 48 TLR: LM-759

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈935790⑈ ⑆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 4/12/2016

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

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

4/12/2016

Date

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160086
PROJECT TITLE: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

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 4/12/2016
(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.

Mary E. Oehler
Notary (print or signature)

Commission No.

MARY E. OEHLER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE215687
Expires 8/14/2016

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 ▶ 4/12/2016

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.

CHECKLIST

BID # 20160086

PROJECT TITLE: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

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 #20160086 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 #20160086.

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; 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 subcontractors). 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

20160086

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Steve Jungjohan Extension: 370-8229

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications). As part of City wide maintenance of existing pedestrian facilities, the City requests a contractor to provide all the labor and materials necessary to ~~demo~~ and replace various pedestrian ramps, curb, and miscellaneous sidewalk at locations throughout the City. DEMOLISH

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 N/A
Replacement: [X] Yes [ ] No Total Project Budgeted Amount: $150,000
If professional services what is the estimated construction cost _____ Any grant funds being used for consultants N/A construction N/A Type of Grant N/A
Liquidated damages amount (for construction only); N/A
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
304	4105	534000		
304	4125	534133		

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: Update and compliance with ADA and FDOT standards.

If digging or trenching is required what is the depth? 1'

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

James E. Angstadt
Department Head Approval

2/25/16
Date

2/25/2016

SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR

CITY OF PORT ST. LUCIE

CITY WIDE CURB & GUTTER, ADA RAMPS & MISCELLEANEOUS SIDEWALK REPLACEMENT PROJECTS

Sealed Electronic Bid # 20160086
(E-BID)

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

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INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160086 for City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects 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 11:00:00 A.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 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 & City Council**, 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 - 42.
- E-Bid Reply Sheet #20160086, pages 12 - 15 (included in E-Bid Specifications)
- Attachments: Schedule A - E-Bid Reply Excel Spreadsheet, page 1 (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 # 20160086
City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the City Wide Curb & Gutter, ADA Ramps and Miscellaneous Sidewalk Replacement Projects. The Contract period will be for two (2) years with the option of three (3) one (1) year renewals.

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 most recent FDOT Design Standards.

The Contractor must have all the required licenses and certifications necessary to perform this work. The approved licenses for this work include a State of Florida General Contractor License, a Local Paving Contractor License or possess both Local Concrete and State of Florida Underground Utility License. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, its employees and their financial or legal interests.

NOTE: The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies, Excluded Parties List, Suspended List or Debarment List.

1. GENERAL REQUIREMENTS

1.1 <u>Invitation to Bid</u> - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 <u>Cost of Preparation of Bid</u> - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 <u>Examination of Drawings, Site and Contract Documents</u> - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders must submit all licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160086. **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 – 6 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 <u>Collusion</u> - 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 <u>Negotiation of Bids</u> - 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 <u>Best and Final Offer</u> - 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 #20160086 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, #20160086 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160086 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 and electronically sign the E-Bid Reply Sheet #20160086.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20160086. Totals shall agree with the E-Bid Reply Excel Spreadsheet that are to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20160086 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.

File #2:

E. Upload and submit the E-Bid Reply Sheet #20160086, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20160086. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

F. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

1.8.1 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business

with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.13 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.

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E-Bid Reply Sheet #20160086

City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

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 - 6: $_____
(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 #20160086 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

A Mobilization Fee - $2,500.00
B Maintenance of Traffic - Residential Side Streets (No MOT Plan Required) - $1,000.00
C Maintenance of Traffic - Multi-lane Roadways (Advanced Certified MOT prepared plan required) - $2,500.00

Item No.	Description	Unit of Measure	Quan.
1	Remove & Replace Curbing	LF	300
2	Remove & Replace Concrete Sidewalk - 4 inch thick (per FDOT Standards)	SY	1000
3	Remove & Replace Concrete Sidewalk - 6 inch thick (per FDOT Standards)	SY	200
4	Install Cast In Place Detectable Warning Surfaces (4 x 2)	EA	22
5	Sod - Bahia - includes initial watering	SY	2000
6	Embankment / Fill	CY	100
7	TOTAL BASE BID AMOUNT		XXX

ADDITIONAL UNIT PRICE OPTIONS

Installation Items - Curb

Item No.	Description	Units
8	Curb - Type "A" - includes end section (per FDOT standards)	LF
9	Curb - Type "B" - includes end section (per FDOT standards)	LF

10	Curb - Type "D" - includes end section (per FDOT standards)	LF
11	Curb - Type "E" - includes end section (per FDOT standards)	LF
12	Curb - Type "F" - includes end section (per FDOT standards)	LF
13	Curb - Type "Drop Curb" - includes end section (per FDOT standards)	LF
14	Curb - Type "Shoulder Gutter" - includes end section (per FDOT standards)	LF
15	Curb - Type "Valley Gutter " - includes end section (per FDOT standards)	LF

Installation Items - Sidewalk

Item No.	Description	Units
16	Cast in Place Detectable Warning Surface 5x2	EA
17	Gravity Walls (per FDOT standards)	LF
18	Aluminum Pipe Guiderail (per FDOT Index 870)	LF
19	Sidewalk - 4" Thick 0-50 LF (per FDOT standards)	SY
20	Sidewalk - 4" Thick 51+ LF (per FDOT standards)	SY
21	Sidewalk - 6" Thick 0-50LF (per FDOT standards) includes curb ramps	SY
22	Sidewalk - 6" Thick 51+ LF (per FDOT standards) includes curb ramps	SY

Installation Items - General Site Work & Landscaping Items

Item No.	Description	Units
23	Clearing & Grubbing	AC
24	Excavation	CY
25	Embankment / Fill	CY
26	Sod- Bahia - includes watering	SY
27	Sod - Floratam - includes watering	SY

Additional Items

Item No.	Description	Units
28	Utility Box Adjustment	EA

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CERTIFICATION

This bid is submitted by: Name (print)_____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

_____ _____

Signature Date

9. Bidder has read and accepts the terms and conditions of the City's standard Contract:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

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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. Total number of staff at this present location? _____

7. Total number of staff for your firm located within the Treasure Coast area? _____

6. List five (5) curb & gutter, ADA ramps and miscellaneous sidewalk construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

   Project Number 1

   Project Name: _____

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

10. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

(N/A is not an acceptable answer - insert lines if needed)

12. List any judgments from lawsuits in the last five (5) years:

(N/A is not an acceptable answer - insert lines if needed)

13. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer - insert lines if needed)

Signature Title

*****(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*****

CITY OF PORT SAINT LUCIE
CONTRACT #20160086

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:

Steve Jungjohan, or his designee.
City's Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-7640 Fax: (772) 871-7397
Email: sjungjohan@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 #20160086, **City Wide Curb & Gutter, ADA Ramps and Miscellaneous Sidewalk Replacement Projects** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

Scope of Work: As part of the City wide maintenance of existing pedestrian facilities, the Contractor shall provide all labor and materials necessary to demolish and replace various pedestrian curb and gutters, ADA ramps and miscellaneous sidewalks at locations throughout the City of Port St. Lucie.

Construction:

1.) Curb and gutter, ADA ramps and sidewalk construction shall comply with the most recent edition of the FDOT Design Standards.
2.) Curb and gutter, ADA ramps and sidewalk layout shall be coordinated with the City Inspector at time of construction
3.) Concrete shall be 3,000 psi unless otherwise stated
4.) Sidewalk joints shall Open-Type
5.) Maintenance of traffic plans shall be provided by the Contractor, including a copy of the certification for the designated onsite Traffic Control Supervisor
6.) All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2016 and will terminate two (2) years 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

This Contract is for two (2) years with the option of three (3) one (1) year renewals. In the event Contractor offers in writing ninety (90) days prior to the termination of this Contract, to provide the identical services required in this Contract for the following year period and the City agrees that said services are required and

that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, the City may extend this Contract for the terms identified.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on the per unit prices listed on Schedule "A", 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.

Contractor 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 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.

Mobilization – The City will pay a flat fee for mobilization at the rate of $2,500.00 per project. All work performed within a two (2) mile radius will be considered as one site.

Maintenance of Traffic (MOT) – The City will pay a flat fee for MOT for work performed on a residential side street not requiring a MOT plan at the rate of $1,000.00 per project.

The City will pay a flat fee for MOT for work performed on multi-lane roadways that require Advance Certified MOT prepared plans at the rate of $2,500.00 per project.

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.

Invoice for services shall be submitted once a month by the 10th day of the month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XIII.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Release of Liens from all Contractors, subcontractors, suppliers for materials and subcontractors are to be attached to each Pay Request.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

Invoice and correspondence relative to this Contract must contain the Purchase Order number or Visa order number and Contract number.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

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 #20160086 – City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor, if required, shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. §

35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to

testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his designee.

Dress Code – All personnel in the employ of the selected Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, 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.

Maintenance of Traffic (MOT) – If critical short-term construction operations require temporary road detours, the City will be given at least forty-eight (48) hours prior written notice for consideration of approval. These operations should be planned for weekend, nighttime, and off-peak hours, when possible, subject to the approval of the City. The Contractor will be required to provide off-duty Port St. Lucie Police Officers for this operation. The cost for police officers and required inspection personnel is to be included within the various payment items at no additional cost to the City.

The Contractor shall be responsible for keeping all law enforcement, fire protection, and ambulance agencies informed, in advance of his construction schedules, by notification to the City's Public Works Department, forty-eight (48) hours in advance, in the event of detour of any roadway. The City's Public Works Department will distribute the information to the appropriate agencies, including the news media, if required.

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Standard Specifications and the Contract Documents. Any and all costs associated, including any nighttime operations, with the approved M.O.T. Plans shall be included in the appropriate Bid item for maintenance of traffic (M.O.T).

All traffic control signs and devices, barricades, flashers, flambeaus, and similar devices, shall be furnished and maintained by the Contractor.

Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times.

The Contractor shall be responsible for performing daily inspections, including weekends and holidays, with weekly inspections at night time, of the installations on the project and the replacement of all equipment and devices not conforming to the approved standards during that inspection. Additional night time inspections may be required if deemed necessary by the City. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

Exceptions to FDOT Standards – Weather days are defined as that the City will grant time extensions, on a day to day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

Conflicts – If there is a conflict between FDOT Specifications and the City's Specifications, the City Specifications will supersede.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is,

"substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City

for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City eight hundred eighty four ($884.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVII
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance – The Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of (company name)

_____
Print Representative's Name

Sample Only

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160086
PROJECT TITLE: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

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. 20160086
PROJECT TITLE: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

State of _____}

County of _____}

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)

   has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this_____
(Date)

by:_____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

_____
Notary (print & sign name)

Commission No. _____

"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor

practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer

_____

Signature

_____

Printed Name and Title

_____

Date _____

DISCLAIMER:This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST

BID # 20160086

PROJECT TITLE: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

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 #20160086 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 #20160086.

_____ W-9 as per Section 1.13 uploaded to Demandstar.

_____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.

_____Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors' licenses.

_____ Has reviewed the Contract and accept all City Terms and Conditions.

_____ Contractor's Questionnaire uploaded to Demandstar.

_____Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.

_____ List of all sub-contractors (Use the Questionnaire for providing all subcontractors). 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

E-BID #20160086
E-BID REPLY EXCEL SPREADSHEET
CITY WIDE CURB & GUTTER, ADA RAMPS & MISCELLANEOUS SIDEWALK REPLACEMENT PROJECTS
SCHEDULE A

Company Name: _____

A **Mobilization Fee - $2,500.00**
B **Maintenance of Traffic - Residential Side Streets (No MOT Plan Required) - $1,000.00**
C **Maintenance of Traffic - Multi-lane Roadways (Advanced Certified MOT prepared plan required) - $2,500.00**

Item No.	Description	Unit of Measure	Quan.	Unit Price	Total Amount
1	Remove & Replace Curbing	LF	300		$ -
2	Remove & Replace Concrete Sidewalk - 4 inch thick (per FDOT Standards)	SY	1000		$ -
3	Remove & Replace Concrete Sidewalk - 6 inch thick (per FDOT Standards)	SY	200		$ -
4	Install Cast In Place Detectable Warning Surfaces (4 x 2)	EA	22		$ -
5	Sod - Bahia - includes initial watering	SY	2000		$ -
6	Embankment / Fill	CY	100		$ -
7	TOTAL BASE BID AMOUNT				$ -

*Notes: Bid will be awarded on the total base bid amount.
Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

ADDITIONAL UNIT PRICE OPTIONS

Installation Items - Curb

Item No.	Description	Units	Unit Price
8	Curb - Type "A" - includes end section (per FDOT standards)	LF	
9	Curb - Type "B" - includes end section (per FDOT standards)	LF	
10	Curb - Type "D" - includes end section (per FDOT standards)	LF	
11	Curb - Type "E" - includes end section (per FDOT standards)	LF	
12	Curb - Type "F" - includes end section (per FDOT standards)	LF	
13	Curb - Type "Drop Curb" - includes end section (per FDOT standards)	LF	
14	Curb - Type "Shoulder Gutter" - includes end section (per FDOT standards)	LF	
15	Curb - Type "Valley Gutter " - includes end section (per FDOT standards)	LF	

Installation Items - Sidewalk

Item No.	Description	Units	Unit Price
16	Cast in Place Detectable Warning Surface 5x2	EA	
17	Gravity Walls (per FDOT standards)	LF	
18	Aluminum Pipe Guiderail (per FDOT Index 870)	LF	
19	Sidewalk - 4" Thick 0-50 LF (per FDOT standards)	SY	
20	Sidewalk - 4" Thick 51+ LF (per FDOT standards)	SY	
21	Sidewalk - 6" Thick 0-50LF (per FDOT standards) includes curb ramps	SY	
22	Sidewalk - 6" Thick 51+ LF (per FDOT standards) includes curb ramps	SY	

Installation Items - General Site Work & Landscaping Items

Item No.	Description	Units	Unit Price
23	Clearing & Grubbing	AC	
24	Excavation	CY	
25	Embankment / Fill	CY	
26	Sod- Bahia - includes watering	SY	
27	Sod - Floratam - includes watering	SY	

Additional Items

Item No.	Description	Units	Unit Price
28	Utility Box Adjustment	EA	

ADDENDUM # 1
E-BID # 20160086
Addendum Date: 4/12/2016

Bid Name: City Wide Curb & Gutter, ADA Ramps & Miscellaneous Sidewalk Replacement Projects

Clarifications:

1.) Each projects issued under this Contract will not exceed $200,000.00, therefore payment & performance may not be required.

NOTE: The bid opening date has been changed.

FRIDAY, APRIL 15, 2015 @ 11:00:00 am EST

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.

E-Bid Opening
E-BID #20160086
City Wide Curb & Gutter, ADA Ramps & Misc. Sidewalk Replacement Projects
April 15, 2016 @ 11:00 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Thomas Salvador	City of Port St. Lucie	Tsalvador@cityofpsl.com	T 772-370 5821
				F
2.	Kevin Bush	Southern Underground	Kevin@Southern undergroundinc.com	T
				F
3.	SHANE PAULY	SUNSHINE LAND DESIGN, INC.	SPAULY@SUNSHINELANDDESIGN.COM	T 772.283.2648
				F 772.283.8544
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F
8.				T

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager / Acting City Manager
Patricia Roebling, P.E., Assistant City Manager – City Engineer
James Angstadt, P.E., Director of Public Works
Cheryl Shanaberger, MPA, CPPO, Director, Procurement Management Department

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: E-Bid #20160037 – Median Mowing and Landscape Maintenance Services – Crosstown Parkway

Submittal Date: 4/29/2016

STRATEGIC PLAN LINK: Port St. Lucie Vision 2030, Principal B Beautiful City, Attractive and well maintained streetscapes and medians on major corridors

BACKGROUND: The City has an estimated 635 acres of medians and adjacent property with approximately 1,013,725 linear feet of roadway and sidewalk edges that require median mowing and landscape services. Currently the entire 635 acres of median mowing and 1,013,725 linear feet of edging is maintained by a single contractor who is unable to provide the required rotations at the current unit price. City Staff recommends dividing the area into five (5) contracts so that the level of service can be maintained at a sustainable unit price, and intends to award these contracts to several local vendors. Therefore, per Section XVII of the current contract #20060116, the City will exercise its right to terminate the contract and will be awarding five (5) contracts for median mowing and landscape maintenance services. This is the first of five (5) contracts to be presented to Council for approval, and the current contract will be terminated in sections as the five (5) bids are awarded. Approximately 162 acres and 130,944 linear feet of edging are in the Crosstown Parkway area as identified in the attached map. The median mowing and landscape services for this area include, but are not limited to, mowing, edging, weed removal and control, clean up, ground cover and shrubbery maintenance, and providing detailed summaries of daily activities. The E-Bid was advertised on

March 8, 2016 to one hundred ninety (190) bidders. The City received eleven (11) proposals on April 5, 2016, of which ten (10) were responsive bidders.

ANALYSIS: City Staff has reviewed all ten (10) responsive bids. The lowest responsive bidder is based out of Tamarac, Florida. Therefore, Chapter 35.12 Local Preference Policy was applied and Lawn and Order Landscape Company, located in Stuart, FL agrees to meet the non-local Bidder's prices. Staff analyzed Lawn and Order's business plan and conducted an interview. Lawn and Order received good references and internal evaluations for similar scope and projects, and they have a labor source immediately available within the local area which is an important component for award. The City is currently paying $31.62 per acre for median mowing and landscape services and $0.011per linear foot for edging. New contract prices will be $27.50 per acre for mowing and landscape services and $0.01 per linear foot which will result in a savings to the City of approximately $26,010.38 annually. Lawn and Order Landscape Company's bid provides the best value to the City.

FINANCIAL INFORMATION: Funds are available in the Public Works Storm Water Utility Fund and Road and Bridge Fund

LEGAL INFORMATION: Reviewed by Ella Gilbert on March 8, 2016, and is approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid #20160037 – Median Mowing and Landscape Maintenance Services – Crosstown Parkway to Lawn and Order Landscape Company, and to enter into a unit price contract for $27.50 per acre (mowing) and $0.01per linear foot (edging), for a term of five (5) years with a one (1) term renewal option. The estimated annual cost is $181,413.54, plus a one-time $10.00 indemnification fee.

RECEIVED

MAY 0 3 2016

CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

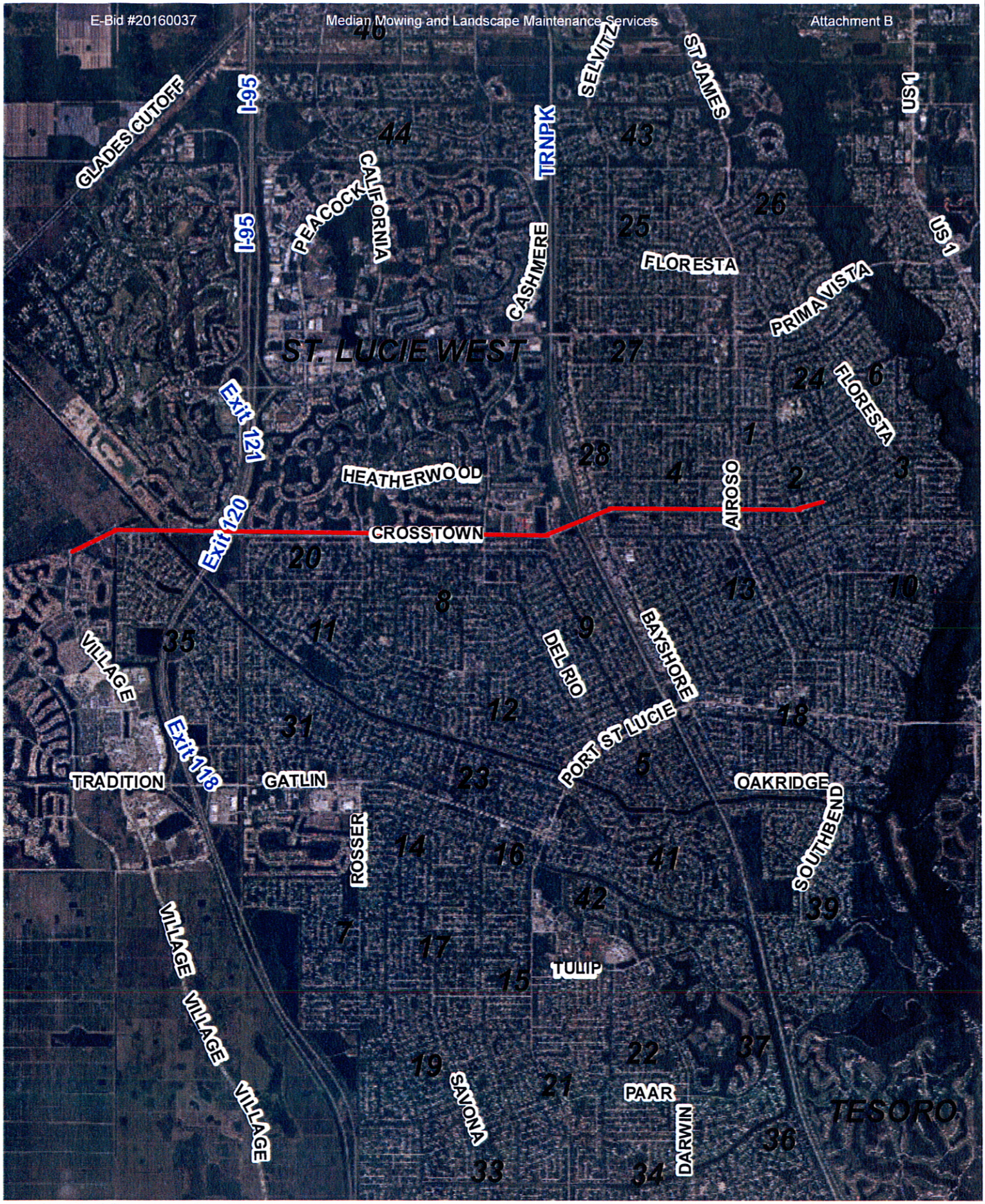
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: See Attachment B – Crosstown Service Area Map

ATTACHMENTS: Location Map, Contract, Bid Tabulation, Proposal, Business Plan, Pre Bid Meeting Agenda, Sign-in sheets and CD, E-Bid, Addenda, 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.



E-Bid # 20160037

Mowing and Landscape Services - Crosstown Pkwy

Map produced by the City of Port St Lucie City Council Map Generator Website on: 2/20/2016

Scale: 0 0.425 0.85 1.7 mi

CITY OF PORT SAINT LUCIE
CONTRACT #20160037

This is a Lump Sum CONTRACT, executed this day of 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and *Lawn and Order Landscape Company*, Telephone No (772) 342-7100, email: lawn62@yahoo.com, hereinafter called "Contractor".

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator:	Procurement Management Department Attn: Brenda Leo, Contract Specialist City of Port St. Lucie 121 SW Port St. Lucie, Blvd. Port St. Lucie, FL. 34984 Telephone (772) 871-5222, Fax (772) 871-7337 Email: bleo@cityofpsl.com
City Project Manager:	John Dunton Public Works Department 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: (772) 344-4035 Fax: (772) 871-7397 Email: jdunton@cityofpsl.com
Contractor:	Philip M Matheny Lawn and Order Landscape Company 401 SE Alamanda Way Stuart, FL 34996 Telephone: (772) 342-7100 Email: lawn62@yahoo.com

SECTION II
DESCRIPTION OF SERVICES

The Contractor shall provide services for Median Mowing and Landscape Maintenance Services - Crosstown Parkway pursuant to E-BID- #20160037 and all addenda per the following scope of work:

SCOPE OF WORK

2.1 The City has an estimated 161.75 acres of median mowing and landscape maintenance and 130,944 linear feet of edging required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

2.2 Median Mowing and Landscape Maintenance Services for Crosstown Parkway rotation shall be thirty six (36) times annually, with the exception of three (3) acres of St. Augustine turf that may be require up to forty (40) annual rotations, and edging rotation shall be sixteen (16) times annually.

2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

2.4 **Areas Involved**- Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

Description	Location	# of Acres/linear feet	Annual Frequency
Mowing - Crosstown Parkway - All grasses except St. Augustine	Manth Drive to North Village Pkwy (including area at the Turnpike signs)	158.75	36
Mowing - Crosstown Parkway - St. Augustine turf	Between Cameo and Cashmere Blvd.	3	40
Edging	All areas listed above	130,944	16

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall

deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working

order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note**: trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 Landscape Maintenance

2.9.1 **Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 **Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 **Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 **Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Project Manager, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Crosstown Parkway from Manth Lane to Village Parkway and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on _____ and will extend for five (5) years ending on _____ . The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of $27.50 per acre for mowing and $ 0.01per linear foot for edging for the following locations, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Description	Location	# of Acres/linear feet	Annual Frequency	Price per Acre/Linear Foot	Estimated Annual Total
Mowing - Crosstown Parkway - All grasses except St. Augustine	Manth Drive to North Village Pkwy (including area at the Turnpike signs)	158.75	36	$27.50	157,162.50
Mowing - Crosstown Parkway - St. Augustine turf	Between Cameo and Cashmere Blvd.	3	40	$27.50	$3,300.00
Edging	All areas listed above	130,944	16	$0.01	$20,951.04

Estimated Annual Total - $181,413.54

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager, or their designee, as required under Section XIII of the Contract.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example	
CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
WORK CHANGES

The City reserves the right to order changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City.

Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITH E-BID

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the E-Bid Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder

must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the contract name and number shall listed as additional insured." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The

Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars ($5,000.00).

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IV
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and

charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall continually make inspections as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being

performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City', or his/her designee. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

Implied Warranty of Merchantability – N/A

Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall

discontinue work on the subject and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

Standard Production Items - N/A

Florida Produced Lumber - N/A

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – N/A

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or

destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

Termination for Breach of Contract - If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

Liquidated Damages - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred dollars ($200.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

Excusable Delays - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work

Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

SECTION XVII
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of

convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
(Authorized Representative of Lawn and Order Landscape Company)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

E-Bid #20160037

E-Bid Tabulation Report

Median Mowing and Landscape Maintenance Services

Crosstown Parkway

Opened April 5, 2016 at 2:00 PM

Bidder's Name	Mowing - Unit Price per acre -all grasses except St. Augustine	Mowing - Unit Price per acre - St. Augustine turf	Per Mowing Rotation Cost	Estimated Annual Cost - Mowing	Edging - Unit Price per linear foot	Estimated Edging per Rotation Cost	Estimated Annual Cost - Edging	Total Annual Contract Cost	Local Bidder?	Local Preference (Within 5% of Low Bid - < $190,484.22)
Florida Native Lawn Services	$27.50	$27.50	$4,448.13	$160,462.50	$0.010	$1,309.44	$20,951.04	$181,413.54	No	$9,070.68 (5%)
Lawn & Order Landscape Co.	$27.50	$30.00	$4,466.63	$160,762.50	$0.010	$1,309.44	$20,951.04	$181,713.54	Yes	Yes
Integrity Lawns, LLC	$31.00	$31.00	$5,014.25	$180,885.00	$0.015	$1,964.16	$31,426.56	$212,311.56	Yes	No
Coast to Coast Pest Control	$35.00	$35.00	$5,661.25	$204,225.00	$0.010	$1,309.44	$20,951.04	$225,176.04	Yes	No
Mow 4 Less Lawncare LLC	$40.00	$170.00	$6,860.00	$249,000.00	$0.010	$1,309.44	$20,951.04	$269,951.04	Yes	No
Sampson Tree Service Co.	$39.95	$39.95	$6,461.91	$233,108.25	$0.020	$2,618.88	$41,902.08	$275,010.33	Yes	No
Greenland Nursery	$47.00	$45.00	$7,596.25	$274,005.00	$0.010	$1,309.44	$20,951.04	$294,956.04*	Yes	No
Bremar Construction LLC	$49.87	$49.87	$8,066.47	$290,991.45	$0.020	$2,618.88	$41,902.08	$332,893.53	Yes	No
Sunshine Land Design, Inc.	$54.00	$65.00	$8,767.50	$316,410.00	$0.020	$2,618.88	$41,902.08	$358,312.08	Yes	No
Yellowstone Landscape	$42.45	$132.88	$7,137.58	$258,547.35	$0.050	$6,547.20	$104,755.20	$363,302.55	Yes	No

	Submitted the Bid Reply	Acknowledged all Addenda	Submitted Original Bid Bond	Submitted Certificate of Insurance	Submittd all Required Forms	Submitted Licenses to Perform Work	Accepts Visa	Discount using Visa	Local Vendor	
Florida Native Lawn Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	0%	No	
Lawn & Order Landscape Co.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	0%	Yes	
Integrity Lawns, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	0%	Yes	
Coast to Coast Pest Control	Yes	Yes	Yes	Yes	Yes	Yes	Yes	0%	Yes	
Mow 4 Less Lawncare LLC	Yes	Yes	Yes	Yes	Yes	Yes	No	N/A	Yes	
Sampson Tree Service Co.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	0%	Yes	
Greenland Nursery	Yes	Yes	Yes	Yes	Yes	Yes	Yes	5%	Yes	
Bremar Construction LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	0%	Yes	
Sunshine Land Design, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	No	N/A	Yes	
Yellowstone Landscape	Yes	Yes	Yes	Yes	Yes	Yes	No	N/A	Yes	

*** Greenland Nursery - Annual 5% Visa Discount of $14,747.80. Contract amount - $279,428.24**

*** Non-responsive Bidder - STS Maintain Services, Inc.**

Bid Reply Sheet
E-Bid #20160037
Median Mowing and Landscape Maintenance Services - Crosstown Parkway

1. **COMPANY NAME**: Lawn and Order Landscape Company

DIVISION OF: _____

PHYSICAL ADDRESS: 461 SE Alamanda Way

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: Stuart, FL. 34996

TELEPHONE NUMBER: (772) 342-7100 FAX NO. ( ) _____

CONTACT PERSON: Matt Matheny E-MAIL: lawnlo@yahoo.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? (Yes)--No If yes, in what state? Florida

Philip M. Matheny
President

Sabrina Matheny
Vice President

_____
Treasurer

How long in present business: 8 how long at present location: 7

Is firm a minority business: Yes--(No) Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
Addendum #1	03/24/16
Addendum #2	03/31/16

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.

Median Mowing and Landscape Maintenance Services
Crosstown Parkway

BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: 0 %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Please enter the Total Annual Cost – Mowing, Landscape Services and Edging from **line 5** of the E-Bid Excel Reply Sheet $ 184,713.54

5.4 All prices shall include MOT, if required and annual pruning of all landscape grasses. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer	Part No.
3 – Hustler	Super Z – 60 inch
3 – Stihl Weedeaters	FS-110
2 – Stihl Edgers	FS-110

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section VIII of the contract, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

Median Mowing and Landscape Maintenance Services
Crosstown Parkway

I, (print) Philip M. Mathieny am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. Bidder has read and accepts the terms and conditions of the City's standard Contract:

P. M. M	President
Signature	Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

(Balance of page left intentionally blank)

COMPANY NAME: Lawn + Order

Line #	Description	Location	# of Acres	Annual Frequency - Mowing and Landscape Services	Rate per Acre	Total Annual Cost
1	Crosstown Parkway - All grasses except St. Augustine	Manth Drive to North Village Pkwy (including area at the Turnpike signs)	158.75	36	$27.50	$157,162.50
2	Crosstown Parkway - St. Augustine turf	Between Cameo and Cashmere Blvd.	3	40	$30.00	$3,600.00
3	**Total Annual Cost - Mowing**					$160,762.50
	Description	**Location**	**# of Linear Feet**	**Annual Frequency - Edging**	**Rate per Linear Foot**	**Total Annual Cost**
4	Crosstown Parkway	Manth Drive to North Village Pkwy	130,944	16	$0.01	$20,951.04
5	**Total Annual Cost - Mowing, Landscape Services and Edging**					**$181,713.54**

Notes:

1. All prices shall include MOT, if required and annual pruning of all landscape grasses.

2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

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 401 SE Alamanda Way (Location), this 30th day of March 2016

Name of Organization/Contractor: Lawn and Order Landscape Co.

By: Philip M. Matheny - President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? S-Corp.

2. Firm's name and main office address, telephone and fax numbers.

   Name: Lawn and Order Landscape Company
   Address: 401 SE Alamanda Way
   Stuart, FL 34996

   Telephone Number: 772-342-7100
   Fax Number:

3. Contact person: Matt Matheny

4. Firm's previous names (if any). —

5. How many years has your organization been in business? 8 years

6. Area of expertise: Landscape Maintenance

7. List five (5) Median Mowing and Landscape Maintenance Services contracts or contracts similar (requiring mowing, landscape services and edging) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Town of Jupiter Park Maintenance
Description: Landscape maintenance of 14 parks within

Median Mowing and Landscape Maintenance Services
Crosstown Parkway the town of Jupiter

Location: Jupiter, Florida

Client Name, Email and Phone Number: Eric Cooke - ericc@jupiter.fl.us (561) 309-9495

Value of Total Contract: $35,000 yr.

Number of Change Orders: 0

Value of Change Orders: 0

Project Number 2

Project Name: Spanish Lakes Residential Turf Maintenance

Description: Mowing and weedeating for entire subdivision.

Location: Port Saint Lucie, FL

Client Name, Email and Phone Number: Joseph Fritts - 772-295-6015 lindafrtts@bellsouth.net.

Value of Total Contract: $50,000 yr.

Number of Change Orders: 0

Value of Change Orders: 0

Project Number 3

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 4

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 5

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

None

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

NO

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

Hire more staff to assist in completing the project in a timely manner.

12. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (✓)

If yes, please explain:

13. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

None

(N/A is not an acceptable answer - insert lines if needed)

14. List any judgments from lawsuits in the last five (5) years:

NONE

(N/A is not an acceptable answer - insert lines if needed)

15. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

NONE

(N/A is not an acceptable answer - insert lines if needed)

16. Is the firm claiming Local Preference under City Ordinance 35.12? ( ) Yes (✓) No

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2015

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
Hiscox Inc.
520 Madison Avenue, 32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): 855-970-8255 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hiscox Insurance Company Inc.	10200
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
LAWN & ORDER LANDSCAPE COMPANY
401 SE ALAMANDA WAY
Stuart
FL
34996

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	32145385	05/01/2015	05/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen.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? (Mandatory in NH) Y / N 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	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LANDSCAPING

CERTIFICATE HOLDER

THE CITY PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE
FL
34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/17/2016

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PRODUCER
Hiscox Inc.
520 Madison Avenue, 32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): 855-970-8255 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Company Inc.	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LAWN & ORDER LANDSCAPE COMPANY
401 SE ALAMANDA WAY
Stuart
FL
34996

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	32145385-GL	05/01/2016	05/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. 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? (Mandatory in NH) Y / N 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	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LANDSCAPING

CERTIFICATE HOLDER

THE CITY PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE
FL
34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/30/2016

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PRODUCER
GEICO
One GEICO Boulevard
Fredericksburg, VA 22412

CONTACT NAME: GEICO
PHONE (A/C, No, Ext): 1-866-509-9444 FAX (A/C, No):
Email Address: R1COMMEND@GEICO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LAWN & ORDER LANDSCAPE COMPANY
401 SE ALAMANDA WAY
STUART FL 34996-2540

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED. EXP (Any one person)	$
							PERSONAL & ADV. INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PROJECT / LOC / OTHER						PRODUCTS - COMP/OP AGG.	$
								$
A	AUTOMOBILE LIABILITY			9100085728 01	5/2/2016	5/2/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)						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? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EACH EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2008 CHEVROLET 2500 1GCHC29K28E107172

CERTIFICATE HOLDER

THE CITY PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE, FL 34984-5042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Median Mowing and Landscape Maintenance Services
Crosstown Parkway

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Lawn and Order Landscape Company 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

3/31/16
Date:

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/14/2016 **EXPIRATION DATE:** 1/13/2018

PERSON: MATHENY PHILIP M

FEIN: 462308882

BUSINESS NAME AND ADDRESS:

LAWN & ORDER LANDSCAPE CO INC

401 SE ALAMANDA WAY

STUART FL 349962540

SCOPES OF BUSINESS OR TRADE:

FARM: GARDENING LAWN OR SHRUB SPRAYING & DRIVE

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

FLORIDA

GV31978-1

Certificate #

GV31978

Trainee ID #

UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Philip M. Matheny

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	Instructor	Date of Class	DEP Program Administrator
	D. Rainey	7/16/2014	

Not valid without seal

D

CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
2015-2016

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
10983	27396	180050

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.
PAYMENT OCTOBER 1 CONSTITUTES VIOLATION
OF CITY CODE OF ORDINANCES

BUSINESS TYPE	LAWN/PLANT SERVICE AND CARE
OWNER AND LOCATION	MATHENY, PHILIP M 401 SE ALAMANDA WAY
ST/CTY LICENSE	N/A
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
70.00	0.00	0.00	0.00	70.00

BUSINESS NAME AND MAILING ADDRESS	LAWN & ORDER LANDSCAPE COMPANY INC MATHENY, PHILIP M 401 SE ALAMANDA WAY STUART FL 34996

DATE
09/30/2015

CHERYL WHITE
CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT

PSFMPZ

THIS IS NOT AN INVOICE

* 5012

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT

Subject: Confirmation and Paid Invoice from A&SW Consultants, Inc.

From: A&SW Consultants, Inc. (quickbooks-email@intuit.com)

To: lawn62@yahoo.com;

Date: Friday, April 1, 2016 12:15 PM

A&SW Consultants, Inc.

INVOICE	DUE DATE	BALANCE DUE
12787	04/07/2016	$0.00

View invoice

Hi Philip,

Thank you for Registering with A&SW Consultants, Inc.

This is to Confirm Philip Matheny
Is registered to attend the following class:

MOT - Intermediate
Class Start Date: Thursday, April 7, 2016
Class End Date: Friday, April 8, 2016
Class Check in: 8:00 AM
Class Starts: 8:30 AM

Location Details:
FDOT Orlando Urban Office
133 South Semoran Blvd
Orlando, Florida 32807
Don't Forget your Driver's License

Please let us know if you have any additional questions. We are available Monday-Friday, 8am-5pm at (386) 788-9899.

Thank you, have a great weekend!
Nicolle
A&SW Consultants, Inc.
nicolle@aswconsultants.com

Cancellation Policy (as stated on the 2nd page of our registration): If a student cancels less than (7) calendar days before any class/exam/prof. or does not show up to any class/exam/prof., a fee of 50% of the full price of the class/exam/prof. will be deducted from the total paid and the credit will expire in 120 days from the date of cancellation.

intuit QuickBooks

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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.
Philip M. Mathieu

2 Business name/disregarded entity name, if different from above
Lawn and Order Landscape Company

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) ▶ S-Corp
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.)
401 SE Alamanda Way

Requester's name and address (optional)

6 City, state, and ZIP code
Stuart, FL. 34996

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
46 - 2308882

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 ▶ 4/1/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

HARBOR COMMUNITY BANK PO Box 385 Indiantown, FL 34956

CASHIER'S DOCUMENT

63-677/670

054113

REMITTER: LAWN & ORDER LANDSCAPE

March 31, 2016

**** Five Hundred and 00/100****

$ 500.00

PAY TO THE ORDER OF

CITY OF PORT SAINT LUCIE

MEMO: BID BOND

AUTHORIZED SIGNATURE

⑈054113⑈ ⑆067006775⑆ 2191470 6⑈

054113

DATE: March 31, 2016

PAY TO: CITY OF PORT SAINT LUCIE

CHECK AMOUNT: $ 500.00

REMITTER: LAWN & ORDER

MEMO: BID BOND

Customer Copy

NON-NEGOTIABLE

Median Mowing and Landscape Maintenance Services
Crosstown Parkway

"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/Bidder Lawn and Order Landscape Co.
Signature [illegible]
Printed Name and Title Philip Matheny, President
Date 3/31/16

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST
E-BID #20160037
Median Mowing and Landscape Maintenance Services - Crosstown Parkway

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Request for Proposal in its entirety.

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

✓ E-Bid Reply Sheet included in file

✓ Each Bid Addendum (when issued) is acknowledged on the Questionnaire

✓ Completed Questionnaire included in file

✓ Copy of current Insurance Certificate included in file

✓ Drug-Free Workplace form included in file

✓ Copy of License to do business included in file

✓ Copy of MOT Training verification in file

✓ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

✓ Required W-9 included in file

✓ Copy of $500.00 Bid Bond included in file & mailed to City immediately after opening

✓ Vendor Code of Ethics signed and included in file uploaded to Demandstar

✓ Copy of the Checklist uploaded to Demandstar

✓ Have reviewed the Contract and accept all City Terms and Conditions

Electronic File #2

✓ Completed E-Bid Excel Reply Spreadsheet

✓ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160037**

Title: **Median Mowing and Landscape Maintenance Services – Crosstown Parkway**

Bidder/Respondent: Lawn & Order Landscape Company

Reference: Spanish Lakes Fax #: _____
Email: Telephone #: 772-285-6015
Person to contact: Joseph Fritts

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.
Mowing and weed-eating for the entire subdivision.

Was the project completed on time and within budget? Yes
What was the project completion date? Ongoing
How long has this Bidder completed services for you? Twelve years

What problems were encountered (claims)? None except minor issues that are always resolved.

How many change orders were requested by this Contractor? None

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism: 10
Qualifications: 8
Budget Control: 10
Final Product: 10
Cooperation: 10
Reliability: 10

Would you contract with this Contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160037**

Title: **Median Mowing and Landscape Maintenance Services – Crosstown Parkway**

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Professionalism: 10
Qualifications: 8
Budget Control: 10
Final Product: 10
Cooperation: 10
Reliability: 10

Would you contract with this Contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Vendor Evaluation Form

1/26/16

Please complete this form in its entirety and return to Brenda Leo in the Procurement Management Department. Thank you.

CONTRACT #20130111 Renewal #1

TITLE: Lot Mowing of Neighborhood Stabilization Program Houses

CONTRACTOR'S NAME: Lawn & Order Landscape Company

DEPARTMENT: Community Services

DATE DUE: January 28, 2016

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work	✓			
Quality of Products Used N.A.				
Adherence to Specifications		✓		
Problem Solving		✓		
Overall Performance	✓			
Response to Issues	✓			

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

Would you contract with this contractor again: Yes or No (*please circle one*)

SUPERVISOR: SCOTT RITTER (*please print*) DATE: 2/1/16

DEPARTMENT: Building

20130111-89

Vendor Evaluation Form

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE OFFICE OF MANAGEMENT AND BUDGET. THANK YOU.

CONTRACT #20110006

TITLE: Mowing & Grounds Maintenance/Civic Center

CONTRACTOR'S NAME: Lawn & Order Landscape Company

DEPARTMENT: Public Works

DATE DUE: Wednesday, August 27, 2014

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work		X		
Adherence to Specifications		X		
Adherence to Rotation Schedule		X		
Problem Solving		X		
Overall Performance		X		

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

Weeds around building (between pavers + around palm trees out front) need to be better maintained.

Would you contract with this vendor again: Yes or No (*please circle one*)

SUPERVISOR: Jaclyn Treadstell (*please print*) DATE: 8/21/14

DEPARTMENT: Parks + Rec Civic Center

20110006-89

Vendor Evaluation Form

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE OFFICE OF MANAGEMENT AND BUDGET. THANK YOU.

CONTRACT #20110006

TITLE: Mowing & Grounds Maintenance/Civic Center

CONTRACTOR'S NAME: Lawn & Order Landscape Company

DEPARTMENT: Public Works

DATE DUE: Wednesday, August 27, 2014

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work		X		
Adherence to Specifications		X		
Adherence to Rotation Schedule	X			
Problem Solving			X	
Overall Performance		X		

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

If they have the ability to excersize the consumer price index adjustment, we would be supportive to funding such.

Emphasis to be placed on preventative weeding and herbicide spraying.

Would you contract with this vendor again: Yes or No (please circle one)

SUPERVISOR: John Dunton (please print) DATE: 8/20/14

DEPARTMENT: Public works.

Vendor Evaluation Form

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE OFFICE OF MANAGEMENT AND BUDGET. THANK YOU.

CONTRACT #20110006

TITLE: Mowing & Grounds Maintenance/Civic Center

CONTRACTOR'S NAME: Lawn & Order Landscape Company

DEPARTMENT: Public Works

DATE DUE: Wednesday, August 27, 2014

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work		X		
Adherence to Specifications		X		
Adherence to Rotation Schedule		X		
Problem Solving			X weeds	
Overall Performance		X		

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

Biggest issue & concern was weed control, all cage areas rear of bldg. and all pavers around facility and stage area. Did not seem to me that they has a routine on prior to control the weeds. Has to continue notify them of problem.

Would you contract with this vendor again: Yes or No (please circle one)

If they can control weeds better.

SUPERVISOR: Juan Bello (please print) DATE: 8/20/14

DEPARTMENT: PHR / Civil Center

RECEIVED
AUG 22 2014
Office of Mgmt & Budget

~~20110006-89~~

Certificate of Completion

Philip M. Matheny

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Intermediate Course.

04/08/2020	134	James Ellzey	16451
Expiration Date	FDOT Provider #	Instructor	Certificate #

A&SW Consultants, Inc.
55 Inlet Harbor Rd. Ste.121
Port Orange, FL
www.FloridaMOT.com
swhite@aswconsultants.com

For more information about Maintenance of Traffic (MOT) or to verify this

www.motadmin.com

BUSINESS PLAN FOR E-BID #20160037
MEDIAN MOWING AND LANDSCAPING SERVICES – CROSSTOWN PARKWAY

Lawn & Order Landscape Company
401 SE Alamanda Way
Stuart, FL. 34996
772.342.7100

April 21, 2016

Lawn and Order Landscape is looking forward to completing this project efficiently and on-time for the duration of the contract. We pride ourselves in giving our personal attention to detail and always being available for our clients. Below we have outlined how we expect to meet deadlines and goals with this project.

Area to cover: Crosstown Parkway (161.75 acres). We expect to cover 3.5 acres to 5 acres per hour, per mower.

Equipment: Three 60" Hustler Zero Turn Mowers, Two Sthil Edgers, Two Sthil Blowers and Three Sthil Weedeaters, Two Back Pack Sprayers, Two Hedge Trimmers.

Total Mowers: 3
Total Edgers: 2
Total Blowers: 2
Total Weedeaters: 3
Total Sprayers: 2
Total Hedge Trimmers: 2

Days and Times: Wednesdays, Thursdays, Friday. From 7:00 am to 4:00pm *(Saturday can be available to fill-in for rain days and any emergencies)* **A total of 3 full work days.**

Spring Cut-Backs: We allocated $10,000 dollars for labor costs associated with spring cut-backs.

Staff: Three staff members mowing/weed eating, two staff members edging twice a month. Two Staff members spraying/trimming twice a month. **A total of 5 employees including Owner/Operator.**

Brenda Leo

From: Philip Matheny <lawn62@yahoo.com>
Sent: Thursday, April 21, 2016 4:25 PM
To: Brenda Leo
Subject: Business Plan For (E-BID #20160037)
Attachments: BP for Crosstown Medians.doc

Hi Brenda,

Attached is the business plan for the Crosstown Median project. Please let me know if you need any additional information. See you Monday! Have a great rest of the week!

Sabrina Matheny
Lawn & Order Landscape Co.
Mobile: 772.646.3648
Email: Lawn62@yahoo.com

Business Plan Meeting
E-Bid # 20160037
Median Mowing and Landscape Maintenance Services
Crosstown Parkway
April 25, 2016 9:30 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	Philip Matheny	Lawn & Order	lawn62@yahoo.com	T 772 342 7100
				F
3.	Sabrina Matheny	Lawn + Order Landscape Co.		T
			lawn62@yahoo.com	F 772.646-3648
4.	John Dunton	City of PSL		T
			jdunton@cityofpsl.com	F
5.				T
				F
6.				T
				F
7.				T
				F

E-Bid Opening
E-Bid # 20160037
Median Mowing and Landscape Maintenance Services
Crosstown Parkway
April 5, 2016 2:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	John Pulvermacher	Coast to Coast	c2c.pestcontrol@gmail	T 772-633-1770
				F
3.	Judy Robinson	Sunshine Land Design	jrobinson@ sunshinelanddesign.com	T 772-260-2837
				F
4.	Shelby Reisinger	City of PSL PMD	Sreisinger@CityofPSL.com	T 772-873-6338
				F
5.				T
				F
6.				T
				F
7.				T
				F

AGENDA

Pre-Bid Meeting
E-Bid #20160037
Median Mowing and Landscape Maintenance Services
Crosstown Parkway
March 16, 2016 - 10:30 a.m.

This meeting is being recorded.

1. Sign-In Sheet

2. Introduction of key personnel

3. **Reminder**: Bid opening date is April 5, 2016 at 2:00 p.m.

   All Bids are to be submitted electronically. No hard copies will be accepted.
   No Bid will be accepted after that date and time.

4. No questions will be answered at this meeting. All questions must be submitted in writing to Brenda Leo at bleo@cityofpsl.com and a Bid Addendum will be issued to answer questions.

Please submit on the electronic bid reply spreadsheet only. Hand written sheets should not be submitted.

5. There will be a site visit after this meeting. No questions will be answered during this time. Locations for the Site Visit will be: Crosstown at Sandia
6. Turn over to: John Dunton form Public Works Department.
8. Adjourn
9. Site Visit

Pre-Bid and Site Visit
E-Bid #: 20160037
Median Mowing and Landscape Maintenance Services
Crosstown Parkway
March 16, 2016 10:30 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	Scott Ferry	Ferry Enterprises Inc.	ferryenterprises@comcast.net	T 772-341-4416
				F 772-221-9910
3.	John Shakra	Sunshine Land Design	JShakra@sunshinelandDesign.com	T 772-283-2648
				F 772-283-8944
4.	John Pulvermacher	Coast to Coast	c2c.pestcontrol@gmail	T 772-658-1770
				F
5.	Jeff Gomez	Coast To Coast	C2CCompanies@gmail	T 772 473-2403
				F
6.	Bob Armour	Yellowstone LS	BArmour@yellowstonelandscape.com	T 772-233-7541
				F
7.	Chad Carter	Integrity Lawns	integritylawnsllc@gmail.com	T 863-801-5121
				F

Pre-Bid and Site Visit
E-Bid #: 20160037
Median Mowing and Landscape Maintenance Services
Crosstown Parkway
March 16, 2016 10:30 a.m.

8.	Matt Matheny	Lawn & Order Landscape Co.	lawn62@yahoo.com	T 772 342-7100
				F
9.	MIKE FELD	BREMAR CONT	MIKE@FREEDOMWASTE.COM	T 772-985-5780
				F
10.	Angel Stevens	Integrity Lawns, LLC.	integritylawnsllc@gmail.com	T 863-623-4707
				F
11.				T
				F
12.				T
				F

"A City for All Ages"

CITY OF PORT ST. LUCIE

E-Bid#20160037
(Electronic Bid)

Median Mowing and Landscape Maintenance Services Crosstown Parkway

Prepared By:
Brenda Leo, Contract Specialist
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222
bleo@cityofpsl.com

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- Attachment B – Service Area Map (1 page)

INVITATION TO E-BID

Sealed Electronic Bids (E-Bid) for Median Mowing and Landscape Maintenance Services - Crosstown Parkway will be received in the Procurement Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, until 2**:00 p.m. on April 5, 2016**. Specifications are attached.

A one-time only pre-bid conference for all Bidders will be held in the Conference Room of the Procurement Management Department, Suite 390, Building "A" of the Municipal Complex, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984 **March 16, 2016 at 10:30 AM**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. Site Visits will follow the Pre Bid Meeting. It is estimated that the site visits will run from one (1) hour to two and a half (2-1/2) hours. No questions will be answered at the site visits. Locations of the site visits will be announced and a list will be handed out at the Pre Bid Meeting. Attendance is strongly encouraged.

This E-Bid requires a Bid Bond in the amount of $500.00. Please see section 2.3 for additional Bid Bond information.

All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids be uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. All must be contained in two (2) files and in the order specified under title **Content of Responses.** Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are submitting an E-Bid for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to **supplierservices@onvia.com**.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, to solicit and re-advertise for new bids, abandon the project in its entirety, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

Submit all questions regarding the Contract Documents, in writing, to Brenda Leo in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5222, Fax (772) 871-7337, and email: bleo@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after March 24, 2016 may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Leo is the only individual authorized to represent the City.

Questions submitted to any other person in any department, including the Mayor and City Council, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall

acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

It is the responsibility of the Bidder to receive any and all E-Bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum via Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the E-Bid Reply Sheet (item #3) with the Addendum number and the date of issuance. 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.

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 E-Bid Addenda.

For the purpose of this E-Bid, the term Proposer, Bidder, E-Bidder and Contractor may be used interchangeably.

E-Bid Documents for the project include the following:

- E-Bid Document– Pages 1 – 41.
- E-Bid Reply Sheet #20160037 pages
- Attachments/Schedule:
    - Attachment A – E-Bid Excel Reply Sheet (1 page)
    - Attachment B – Service Area Map (1 page)

Brenda Leo, Contract Specialist
Procurement Management Department

CAUTION: ***Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.***

(Balance of page intentionally blank)

INTENT

The City desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a unit price contract relative to supplying Median Mowing and Landscape Maintenance Services for Crosstown Parkway. The selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein. Contract period shall be for an initial five (5) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties. This contract allows for an annual CPI-U index increase as per Section V of the Sample Contract.

SCOPE OF WORK SUMMARY

The selected Bidder shall provide all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to provide and perform grass mowing and maintenance services for median mowing and landscape services; including, but not limited to, mowing, trimming, weed removal, edging and debris removal in accordance with the Monthly Schedule issued by the Project Manager, or their designee. Specific scope of work requirements are outlined in Section II of the Sample Contract contained in the bid specifications.

The City will be issuing an additional E-Bid for identical Median Mowing and Landscape Maintenance Services in other areas of the City. It is the intent of the City to award each of the mowing and grounds maintenance contracts to different Contractors with no one (1) Contractor being awarded more than one (1) mowing and grounds maintenance contract.

BACKGROUND

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando and was incorporated in 1961. It is the largest city in the county and region and has been one of the fastest growing cities in Florida. The City is approximately 121 square miles with a current population of almost 170,000 full time residents, and over 200,000 during the winter season.

NOTE: The City will not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the E-Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Bidder(s).

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfil in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

1.4 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) are firm and not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

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 policy of net forty five (45) Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the net forty five (45) ARI policy.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Questionnaire and returned with the Bid. References are subject to verification by the City and will be utilized as part of the award process. *If requested,* performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements. Lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements; When considering a proposal the City will evaluate the pricing offered by the Bidder, consider lifecycle costing and depreciation. Consideration will be given for payment by Visa and any discount provided.
- Determine what proposal provides the best value to the City for the selected items
- City Ordinance Section 35.12 Local Preference will apply
- Award will be based on the total amount from Line #5.3 on the E-Bid Reply Sheet #20160037 that represents the best value to the City

The award date is the date that City Council passed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the

same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Negotiation of Bids: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement – In the event of two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statues, shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 SUBMITTAL OF E-BID

All bids shall be submitted by completing and returning the Bid Reply Sheet, Questionnaire, E-Bid Excel Reply Sheet, and other required documents. The information submitted on the Bid Reply and Questionnaire should be typed or printed and signed in black ink. All required submittals are to be electronic, contained in two (2) files and in the order listed. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160037 from Onvia, via phone 800-711-1712 or via internet **www.cityofpsl.com**

B. Download the Bid Reply Sheet, Questionnaire, and E-Bid Specifications, and save to your hard drive, program is in Word/Excel 2007 Professional. Enter information requested on the applicable Forms.

C. Electronically sign the Bid Reply where indicated.

FILE # 1- in the following order upload:

D. E-Bid Reply Sheet for E-BID#20160037 from pages 14-16 (acknowledge all Addenda on the Bid Reply Sheet, item #3), Questionnaire, current Certificate of Insurance, Drug Free Workplace form, copy of license allowing you to do business in the State of Florida, MOT Training verification, equipment list, W9, $500.00 Bid Bond or alternative surety, Vendor Code of Ethics, and E-Bid checklist onto Demandstar by the due date and time..

*NOTE: Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

Enter the total proposal amount from **#5.3** of the E-Bid Reply Sheet on the Demandstar web page for cost or you will receive an error message and your submittal will be denied. Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

FILE #2

E. Upload the completed E-Bid Excel Reply Spreadsheet. The total amount from **line 5** should be entered on the Bid Reply Sheet and on Demandstar.

The "Submit" button at the bottom of the page must be selected to send the documents and submit the proposal.

**** Only electronic replies are required. No hard copies will be accepted.**

1.8.1 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.9 Execution of Contract or Purchase Order - After the recipient of an award has been determined and necessary approval obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the selected Bidder(s) with these Specifications. The selected Bidder(s) shall execute the Contract, deliver the required Insurance Certificates, and furnish an acceptable Performance and Payment Bond and any other required documentation within ten (10) calendar days. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. If Bidder cannot accept these terms and conditions then Bidder should not submit a bid.

1.9.1 Failure to Execute Contract – The failure on the part of the selected Bidder(s) to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each selected Bidder(s) in advance that the City will sustain certain damages by

reason of the failure of the selected Bidder(s) to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the selected Bidder(s) thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid. **Time of Award** - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

1.10 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Questionnaire.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain

aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.13 W-9 (Taxpayer Identification Form) - Bidder shall be required to complete a W-9 Taxpayer Identification Form upon notice of award.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from Demandstar.

1.15 Intent to Perform - The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the selected Bidder's intent to comply with this specification.

2. Specific Requirements

2.1 Samples – N/A

2.2 Standard Production Items – N/A

2.3 Proposal Guaranty (Bid Bond) - A Bid Bond, certified check, cashier's check, bank money order, bank draft of any national or state bank, or cash, in a sum of five hundred dollars ($500.00), made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond should be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond should be received within five (5) business days after the opening or the bid may be deemed non-responsive.

The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names – N/A

3.3 <u>Protests</u> - Any person who wishes to protest any issue pertaining to this E-Bid may do so by attending the scheduled City Council meeting that the E-Bid will be scheduled to appear, and voicing their concerns at the 'Public to be Heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

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Bid Reply Sheet
E-Bid #20160037
Median Mowing and Landscape Maintenance Services - Crosstown Parkway

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) _____ FAX NO. ( ) _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ how long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Please enter the Total Annual Cost – Mowing, Landscape Services and Edging from **line 5** of the E-Bid Excel Reply Sheet **$**_____

5.4 All prices shall include MOT, if required and annual pruning of all landscape grasses. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer	Part No.

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section VIII of the contract, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

I, (print) _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. <u>Bidder has read and accepts the terms and conditions of the City's standard Contract</u>:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

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QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at_____, this____day of _____, 2016
(Location)

Name of Organization/Contractor:_____

By: _____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone and fax numbers.

   Name: _____

   Address: _____

   _____

   _____

   Telephone Number: _____

   Fax Number: _____

3. Contact person: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business?_____

6. Area of expertise: _____

7. List five (5) Median Mowing and Landscape Maintenance Services contracts or contracts similar (requiring mowing, landscape services and edging) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

   Project Number 1

   Project Name: _____

   Description: _____

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 2

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 3

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 4

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 5

Project Name:

Description:

Location:

Client Name, Email and Phone Number: _____

Value of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

_____

_____

_____

_____

_____

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

_____

_____

_____

_____

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

_____

_____

_____

12. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

13. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

14. List any judgments from lawsuits in the last five (5) years:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

15. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

16. Is the firm claiming Local Preference under City Ordinance 35.12? ( ) Yes ( ) No

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Sample Contract

CITY OF PORT SAINT LUCIE
CONTRACT #20160037

This is a Lump Sum CONTRACT, executed this day of 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and _____, a (designated filing status) Telephone No (xxx) xxx-xxxx, Fax No (xxx) xxx-xxxx, hereinafter called "Consultant".

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator:
Procurement Management Department
Attn: Brenda Leo, Contract Specialist
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone (772) 871-5222, Fax (772) 871-7337
Email: bleo@cityofpsl.com

City Project Manager:
John Dunton
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: (772) 344-4035 Fax: (772) 871-7397
Email: jdunton@cityofpsl.com

Contractor:

SECTION II
DESCRIPTION OF SERVICES

The Contractor shall provide services for Median Mowing and Landscape Maintenance Services - Crosstown Parkway pursuant to E-BID- #20160037 and all addenda per the following scope of work:

SCOPE OF WORK

2.1 The City has an estimated 161.75 acres of median mowing and landscape maintenance and 130,944 linear feet of edging required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

2.2 Median Mowing and Landscape Maintenance Services for Crosstown Parkway rotation shall be thirty six (36) times annually, with the exception of three (3) acres of St. Augustine turf that may be require up to forty (40) annual rotations, and edging rotation shall be sixteen (16) times annually.

2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

2.4 **Areas Involved**- Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

Description	Location	# of Acres	Annual Frequency - Mowing and Landscape Services
Crosstown Parkway - All grasses except St. Augustine	Manth Drive to North Village Pkwy (including area at the Turnpike signs)	158.75	36
Crosstown Parkway - St. Augustine turf	Between Cameo and Cashmere Blvd.	3	40

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note**: trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 **Landscape Maintenance**

2.9.1 **Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 **Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 **Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 **Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Project Manager, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are

involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Crosstown Parkway from Manth Lane to Village Parkway and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on _____ and will extend for five (5) years ending on _____ . The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of $_____ per acre for mowing and $ _____ per linear foot for edging for locations identified on Attachment "A' attached hereto and made a part of this contract, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager, or their designee, as required under Section XIII of the Contract.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example	
CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
WORK CHANGES

The City reserves the right to order changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII

CONFORMANCE WITH E-BID

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the E-Bid Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000

Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the contract name and number shall listed as additional insured." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars ($5,000.00).

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IV
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations

will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall continually make inspections as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination,

inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City', or his/her designee. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

Implied Warranty of Merchantability – N/A

Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

Standard Production Items - N/A

Florida Produced Lumber - N/A

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will

work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – N/A

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

Termination for Breach of Contract - If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

Liquidated Damages - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred dollars ($200.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

Excusable Delays - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day

period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

   Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

   Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

SECTION XVII
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: DO NOT EXECUTE - SAMPLE ONLY
(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date:

"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/Bidder _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST
E-BID #20160037
Median Mowing and Landscape Maintenance Services - Crosstown Parkway

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Request for Proposal in its entirety.

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

_____ E-Bid Reply Sheet included in file

_____ Each Bid Addendum (when issued) is acknowledged on the Questionnaire

_____ Completed Questionnaire included in file

_____ Copy of current Insurance Certificate included in file

_____ Drug-Free Workplace form included in file

_____ Copy of License to do business included in file

_____ Copy of MOT Training verification in file

_____ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

_____ Required W-9 included in file

_____ Copy of $500.00 Bid Bond included in file & mailed to City immediately after opening

_____ Vendor Code of Ethics signed and included in file uploaded to Demandstar

_____ Copy of the Checklist uploaded to Demandstar

_____ Have reviewed the Contract and accept all City Terms and Conditions

Electronic File #2

_____ Completed E-Bid Excel Reply Spreadsheet

_____ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

ADDENDUM # 1
E-Bid #20160037
Addendum Date: 3/24/16
Median Mowing and Landscape Maintenance Services
Crosstown Parkway

1. The required bid bond must be received in the City's Procurement Management Department within five (5) calendar days of the bid opening. A copy of the Bid Bond must be included in the Bid Submittal.

2. The following are all questions, with the applicable answers, that have been submitted as of March 24, 2016:

   Question 1: Will we be required to direct traffic for the mowing of the medians?

   Answer: The City has not required the direction of traffic up to this point, it is considered to be a moving MOT. Please reference the FDOT 600 index. Signage at either end of the work in progress is important and required.

   Question 2: Can you provide a previous bid tabulation for the project?

   Answer: The work in this bid is a portion of an existing contract that we are dividing, so there aren't any bid tabulations for them. You can find the current contract and all amendments on the City's website at: www.cityofpsl.com, then look on the right side under "Financial" and select "search contracts", in the Contract # box enter 20060116 and search. The original contract and all amendments are available there.

   Question 3: Do we send the $500 money order to the City? Do you need the bond uploaded before opening or can it be sent after opening?

   Answer: The $500.00 bid bond must be sent to Brenda Leo, Procurement Management Department, 121 SW Port St. Lucie Blvd., Bldg. A, Ste. 390 Port St. Lucie, FL 34984 within five (5) calendar days of the bid opening. A copy of the Bid Bond must be included in the Bid Submittal.

   Question 4: If the bid amount is less than $200,000 do you need a $500 bid bond?

   Answer: The $500.00 bid bond is required for all bids, and is unrelated to the bid amount. Please see section 2.3 of the bid specifications for additional information.

   Question 5: If the project currently done by an in house or outside vendor?

   Answer: The tasks defined in the bid specifications are currently done by an outside vendor.

   Question 6: Is there a budget for this project?

   Answer: The estimate annual budget for this project is $275,000.00.

Question 7: Are trees included in bid up to 6 foot?

Answer: Per Section 2.9.1.2 of the bid specifications (page 23), "All plant material will be maintained up to 12 feet in height." This includes trees.

Question 8: Does the contract cover both sides of the roads or just the medians themselves?

Answer: Crosstown is ROW to ROW/Fence line north and south, including all improved ponds and medians north and south of Crosstown at Cameo, Cashmere, and California.

Note: The Bid opening date and time HAS NOT changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

E-Bid #20160037
E-Bid Excel Reply Sheet
Median Mowing and Landscape Services
Crosstown Parkway

Description	Location	# of Acres	Annual Frequency - Mowing and Landscape Services	Rate per Acre	Total Annual Cost
Crosstown Parkway - All grasses except St. Augustine	Manth Drive to North Village Pkwy (including area at the Turnpike signs)	158.75	36	$0.00	$0.00
Crosstown Parkway - St. Augustine turf	Between Cameo and Cashmere Blvd.	3	40	$0.00	$0.00
Total Annual Cost - Mowing					$0.00
Description	**Location**	**# of Linear Feet**	**Annual Frequency - Edging**	**Rate per Linear Foot**	**Total Annual Cost**
Crosstown Parkway	Manth Drive to North Village Pkwy	130,944	16	$0.00	$0.00
Total Annual Cost - Mowing, Landscape Services and Edging					**$0.00**

Notes:

1. All prices shall include MOT, if required and annual pruning of all landscape grasses.

2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

ADDENDUM # 2
E-Bid #20160037
Addendum Date: 3/31/16
Median Mowing and Landscape Maintenance Services
Crosstown Parkway

Please make the following changes to the bid document:

Page 36, Section XVIII, remove the following language since this project is a moving MOT and will not need MOT plans: ~~Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price.~~

Bid Submittal:
MOT Training Certification: The Bidder may submit confirmation of registration for a MOT training class instead of the Training Certification. Prior to award, the Contractor must have completed the MOT training and obtained Certification.

Note: The Bid opening date and time HAS NOT changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13D
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager/ Acting City Manager
Patricia Roebling, P.E., Assistant City Manager – City Engineer
James Angstadt, P.E., Director of Public Works
Cheryl Shanaberger, MPA, CPPO, Director, Procurement Management Department

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: E-Bid #20160038 – Median Mowing and Landscape Maintenance Services – Saint Lucie West/Tradition

Submittal Date: 4/29/2016

STRATEGIC PLAN LINK: Port St. Lucie Vision 2030, Principal B Beautiful City, Attractive and well maintained streetscapes and medians on major corridors

BACKGROUND: The City has an estimated 635 acres of medians and adjacent property with approximately 1,013,725 linear feet of roadway and sidewalk edges that require median mowing and landscape services. Currently the entire 635 acres of median mowing and 1,013,725 linear feet of edging is maintained by a single contractor who is unable to provide the required rotations at the current unit price. City Staff recommends dividing the area into five (5) contracts so that the level of service can be maintained at a sustainable unit price, and intends to award these contracts to several local vendors. Therefore, per Section XVII of the current contract #20060116, the City will exercise its right to terminate the contract and will be awarding five (5) contracts for median mowing and landscape maintenance services. This is the second of five (5) contracts to be presented to Council for approval, and the current contract will be terminated in sections as the five (5) bids are awarded. Approximately 145 acres and 346,064 linear feet of edging are in the Saint Lucie West/Tradition area as identified in the attached map. The median mowing and landscape services for this area include, but are not limited to, mowing, edging, weed removal and control, clean up, ground cover and shrubbery maintenance, and providing detailed summaries of daily activities. The E-Bid was

advertised on March 8, 2016 to one hundred ninety (190) bidders. The City received six (6) proposals on April 7, 2016, of which all six (6) were responsive bidders.

ANALYSIS: City Staff reviewed all six (6) responsive bids, analyzed the business plan submitted by STS Maintain Services, Inc., and conducted an interview. STS Maintain Services, Inc. received good references and internal evaluations for similar scope and projects, and they have a labor source immediately available within the local area which is an important component for award. The City is currently paying $31.62 per acre for median mowing and landscape services and $0.011per linear foot for edging. New contract prices will be $24.50 per acre for St. Augustine turf mowing and landscape services, $26.50 per acre for mowing all other locations, and $0.01 per linear foot for edging which will result in a savings to the City of approximately $62,519.80 annually. STS Maintain Services' bid provides the best value to the City.

FINANCIAL INFORMATION: Funds are available in the Public Works Storm Water Utility Fund and Road and Bridge Fund

LEGAL INFORMATION: Reviewed by Ella Gilbert on March 8, 2016, and is approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid #20160038 – Median Mowing and Landscape Maintenance Services – Saint Lucie West/Tradition to STS Maintain Services, Inc. and to enter into a unit price contract for $24.50 per acre for St. Augustine turf mowing and landscape services, $26.50 per acre for mowing and landscape services at all other locations, and $0.01 per linear foot for edging; for a term of five (5) years with a one (1) term renewal option. The estimated annual cost is $164,202.74 plus a one-time $10.00 indemnification fee.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: See Attachment B – SLW/Tradition Service Area Map

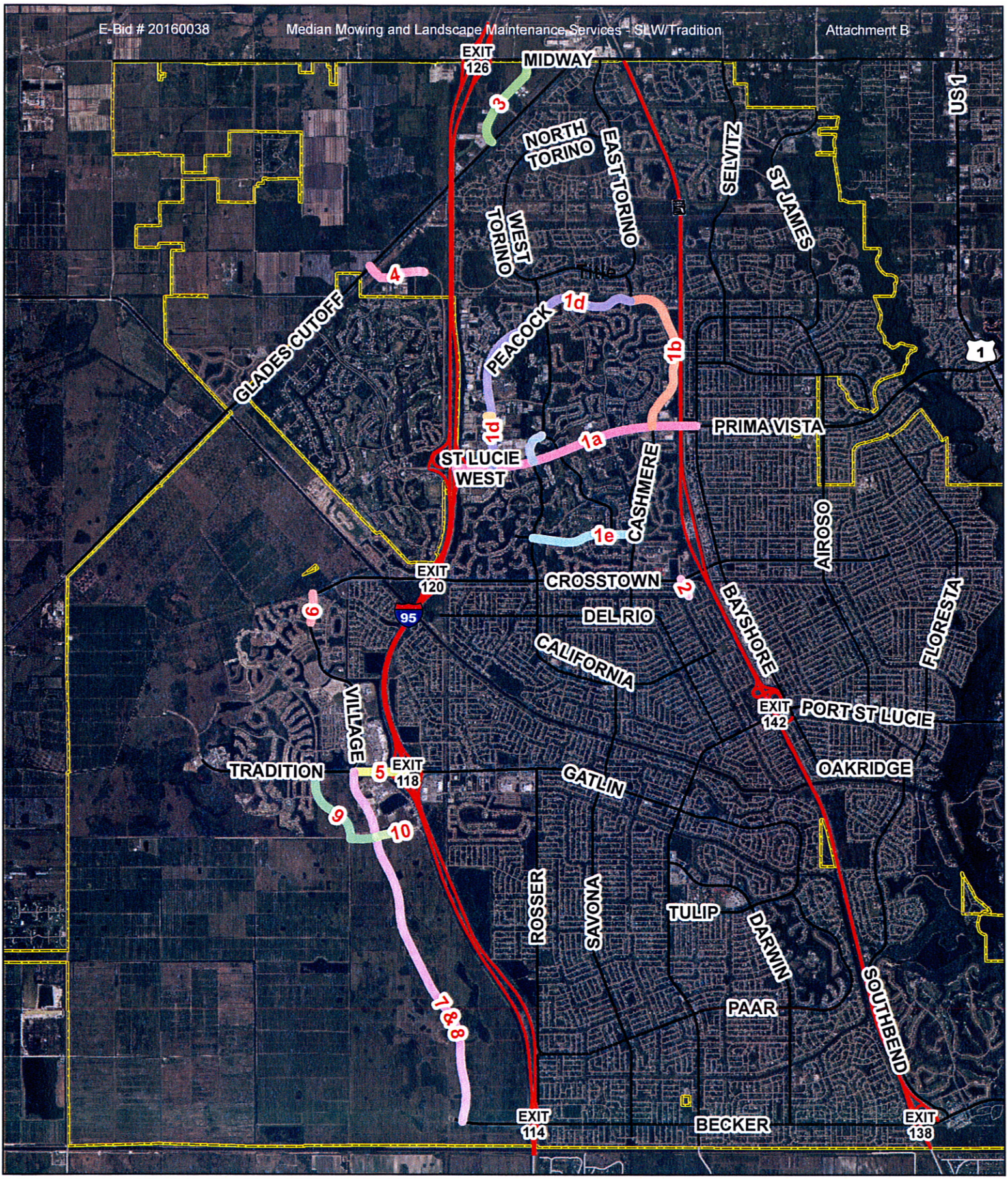
ATTACHMENTS: Location Map, Contract, Bid Tabulation, Proposal, Business Plan, Business Plan Meeting CD and Sign-In Sheet, Pre Bid Meeting Agenda, Sign-in sheets and CD, E-Bid, Addenda, Unsuccessful Proposals

*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 0 3 2016

CITY MANAGER'S OFFICE



E-Bid #20160038

Mowing and Landscape Maintenance Services – SLW/Tradition

Date: 3/1/2016
Page: 1 of 1
Tech: MFK
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CITY OF PORT SAINT LUCIE
CONTRACT #20160038

This is a Lump Sum CONTRACT, executed this day of 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and STS Maintain Services, Inc.; Telephone Number (772) 473-1900, hereinafter called "Consultant".

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator:
Procurement Management Department
Attn: Brenda Leo, Contract Specialist
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone (772) 871-5222, Fax (772) 871-7337
Email: bleo@cityofpsl.com

City Project Manager:
John Dunton
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: (772) 344-4035 Fax: (772) 871-7397
Email: jdunton@cityofpsl.com

Contractor:
Mark Farrara
STS Maintain Services, Inc.
2061 SW Racquet Club Dr.
Palm City, FL 34990
Telephone: (772) 473-1900
Email: mfarrara2004@yahoo.com

SECTION II
DESCRIPTION OF SERVICES

The Contractor shall provide services for Median Mowing and Landscape Maintenance Services - Saint Lucie West/Tradition pursuant to E-BID- #20160038 and all addenda per the following scope of work:

SCOPE OF WORK

2.1 The City has an estimated **145.00 acres** of median mowing and landscape maintenance and **346,064 linear feet** of edging required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

2.2 Median Mowing and Landscape Maintenance Services for Saint Lucie West/Tradition rotation shall be thirty six (36) times annually, with the exception of approximately twelve (12) acres of St. Augustine turf that may be require up to forty (40) annual rotations, and edging rotation shall be sixteen (16) times annually.

2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

2.4 **Areas Involved**- Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

Mowing and Landscape Services			
Description	**Location**	**# of Acres**	**Annual Frequency - Mowing and Landscape Services**
St. Lucie West District			
St. Lucie West Blvd.	Median -Bayshore Blvd. to I-95 (St. Augustine turf)	6	40
St. Lucie West Blvd.	RROW - Bayshore Blvd. to I-95	8	36
Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign (St. Augustine turf)	1.0	40
California Blvd.	First island north and south of SLW Boulevard (St. Augustine turf)	0.5	40
Peacock Blvd.	SLW Blvd. to Cashmere Blvd. (St. Augustine)	1	40

Peacock Blvd.	SLW Blvd & Peacock traffic circle and Keep PSL Beautiful sign	3	36
Heatherwood	Cashmere Blvd. to California Blvd. (St. Augustine)	1	40
Business Center Dr.	Peacock Blvd. west 300'	0.5	36
Cameo Pit/Dog Park	Cameo Blvd. at Crosstown Pkwy and Cameo Blvd. at Bellevue Ave.	4.00	36
LTC Ranch	Glades Cut Off and Midway Rd.	27.00	18
Commerce Center Pkwy.	Glades Cut Off to median end	1.75	36
Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	9.50	36
Village Pkwy North	Crosstown to Cherry Tree Dr.	8.50	36
Village Pkwy North	Crosstown to Cherry Tree Dr. (St. Augustine turf)	1.00	40
Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	30.25	36
Village Pkwy South	Tradition Pkwy south to Torrey Pines - median ROW - St. Augustine turf)	1.50	40
Village Pkwy (Back of Sidewalks)	Tradition to Becker Rd.	27.00	18
Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	9.50	36
Discovery Way	Community Blvd. to VGTI, include right-of way	4.00	36
Total Acreage - Mowing and Landscape Services		**145.00**	

Edging			
Description	**Location**	**# of Linear Feet**	**Annual Frequency - Edging**
St. Lucie West District		131,869	16
St. Lucie West Blvd.	Bayshore Blvd. to I-95		
Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign		
California Blvd.	First island north and south of SLW Boulevard		

Peacock Blvd.	SLW Blvd. to Cashmere Blvd.		
Heatherwood	Cashmere Blvd. to California Blvd.		
Business Center Dr.	Peacock Blvd. west 300'		
LTC Ranch	Glades Cut Off and Midway Rd.	15,500	16
Commerce Center Pkwy.	Glades Cut Off to median end	432	16
Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	14,784	16
Village Pkwy North	Crosstown to Cherry Tree Dr.	23,080	16
Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	122,274	16
Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	24,550	16
Discovery Way	Community Blvd. to VGTI, include right-of way	13,575	16
Total Linear Feet - Edging		**346,064**	

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas

and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note**: trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 **Landscape Maintenance**

2.9.1 **Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 **Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 **Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 **Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works

Project Manager, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Saint Lucie West/Tradition from Manth Lane to Village Parkway and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on _____ and will extend for five (5) years ending on _____ . The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of $24.50 for St. Augustine turf and $26.50 for all other types of turf - per acre for mowing and $ 0.01 per linear foot for edging for locations identified on Attachment "A' attached hereto and made a part of this contract, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager, or their designee, as required under Section XIII of the Contract.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545

Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
WORK CHANGES

The City reserves the right to order changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITH E-BID

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the E-Bid Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage

is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the contract name and number shall listed as additional insured." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the

highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars ($5,000.00).

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IV
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written

authorization signed by the City covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall continually make inspections as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the

Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City', or his/her designee. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

Implied Warranty of Merchantability – N/A

Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

Standard Production Items - N/A

Florida Produced Lumber - N/A

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for

Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – N/A

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

Termination for Breach of Contract - If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

Liquidated Damages - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred dollars ($200.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

Excusable Delays - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Contractor shall discontinue all services in connection

with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work
Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

SECTION XVII
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter,

trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
(Authorized Representative of STS Maintain Services, 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.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

#20160038 - Attachment A
Median Mowing and Landscape Maintenance Services

STS Maintain Services, Inc.

Mowing and Landscape Services						
Line #	Description	Location	# of Acres	Annual Frequency - Mowing and Landscape	Rate per Acre	Total Annual Cost
1	**St. Lucie West District**					
a	St. Lucie West Blvd.	Median -Bayshore Blvd. to I-95 (St. Augustine turf)	6	40	$24.50	$5,880.00
	St. Lucie West Blvd.	RROW - Bayshore Blvd. to I-95	12	36	$26.50	$11,448.00
b	Cashmere Blvd.	SLW Blvd. to traffic circle north and south Keep Port St. Lucie Beautiful sign (St. Augustine turf)	1	40	$26.50	$1,060.00
c	California Blvd.	First island north and south of SLW Boulevard (St. Augustine turf)	0.5	40	$26.50	$530.00
d	Peacock Blvd.	SLW Blvd. to Cashmere Blvd. (St. Augustine)	1	40	$26.50	$1,060.00
	Peacock Blvd.	SLW Blvd & Peacock traffic circle and Keep PSL Beautiful	3	36	$26.50	$2,862.00
e	Heatherwood	Cashmere Blvd. to California Blvd. (St. Augustine)	1	40	$26.50	$1,060.00
f	Business Center Dr.	Peacock Blvd. west 300'	0.5	36	$26.50	$477.00
2	Cameo Pit/Dog Park	Cameo Blvd. at Crosstown Pkwy and Cameo Blvd. at Bellevue Ave.	4.00	36	$26.50	$3,816.00
3	LTC Ranch	Glades Cut Off and Midway Rd.	27.00	18	$26.50	$12,879.00
4	Commerce Center Pkwy.	Glades Cut Off to median end	1.75	36	$26.50	$1,669.50
5	Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	9.50	36	$26.50	$9,063.00
6	Village Pkwy North	Crosstown to Cherry Tree Dr.	4.50	36	$26.50	$4,293.00
	Village Pkwy North	Crosstown to Cherry Tree Dr. (St. Augustine turf)	1.00	40	$26.50	$1,060.00
7	Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	30.25	36	$26.50	$28,858.50
	Village Pkwy South	Tradition Pkwy south to Torrey Pines - median ROW - St. Augustine turf)	1.50	40	$26.50	$1,590.00

STS Maintain Services, Inc.

8	Village Pkwy (Back of Sidewalks)	Tradition to Becker Rd.	27.00	18	$26.50	$12,879.00
9	Community Blvd.	Tradition Parkway to VGTI east of East of South Village	9.50	18	$26.50	$4,531.50
10	Discovery Way	Community Blvd. to VGTI, include right-of way	4.00	36	$26.50	$3,816.00
11	**Total Acreage and Annual Cost - Mowing and Landscape Services**		**145.00**			**$108,832.50**
EDGING						
Line #	**Description**	**Location**	**# of Linear Feet**	**Annual Frequency - Edging**	**Rate per Linear Foot**	**Total Annual Cost**
12	**St. Lucie West District**		131,869	16	$0.01	$21,099.04
	St. Lucie West Blvd.	Bayshore Blvd. to I-95				
	Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign				
	California Blvd.	First island north and south of SLW Boulevard				
	Peacock Blvd.	SLW Blvd. to Cashmere Blvd.				
	Heatherwood	Cashmere Blvd. to California Blvd.				
	Business Center Dr.	Peacock Blvd. west 300'				
13	LTC Ranch	Glades Cut Off and Midway Rd.	15,500	16	$0.01	$2,480.00
14	Commerce Center Pkwy.	Glades Cut Off to median end	432	16	$0.01	$69.12
15	Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	14,784	16	$0.01	$2,365.44
16	Village Pkwy North	Crosstown to Cherry Tree Dr.	23,080	16	$0.01	$3,692.80
17	Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	122,274	16	$0.01	$19,563.84
18	Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	24,550	16	$0.01	$3,928.00
19	Discovery Way	Community Blvd. to VGTI, include right-of way	13,575	16	$0.01	$2,172.00
20	**Total Linear Feet and Annual Cost - Edging**		**346,064**			**$55,370.24**
21	**Total Annual Cost - Mowing, Landscape Services and Edging**					**$164,202.74**
	Notes:					
	1. All prices shall include MOT, if required and annual pruning of all landscape grasses.					

E-BID #20160038

E- BID TABULATION REPORT

Median Mowing and Landscape Maintenance Services

Saint Lucie West/Tradition

Opened April 7, 2016 at 3:00 PM

Line Item No.	Service	Location	STS maintain Services, Inc.	Coast to Coast Pest Control	Integrity Lawns, LLC	Mow 4 Less Lawncare LLC	Yellowstone Landscape	Sunshine Land Design, Inc.
1a	St. Lucie West Blvd.	Median -Bayshore Blvd. to I-95 (St. Augustine turf)	$24.50	$35.00	$31.00	$50.00	$132.88	$114.00
a	St. Lucie West Blvd.	RROW - Bayshore Blvd. to I-95	$26.50	$35.00	$31.00	$50.00	$42.45	$45.00
b	Cashmere Blvd.	SLW Blvd. to traffic circle north and south Keep Port St. Lucie Beautiful sign (St. Augustine turf)	$26.50	$35.00	$31.00	$70.00	$132.88	$238.00
c	California Blvd.	First island north and south of SLW Boulevard (St. Augustine turf)	$26.50	$35.00	$31.00	$70.00	$132.88	$369.00
d	Peacock Blvd.	SLW Blvd. to Cashmere Blvd. (St. Augustine)	$26.50	$35.00	$31.00	$70.00	$132.88	$216.00
d	Peacock Blvd.	SLW Blvd & Peacock traffic circle and Keep PSL Beautiful sign	$26.50	$35.00	$31.00	$50.00	$42.45	$83.00
e	Heatherwood	Cashmere Blvd. to California Blvd. (St. Augustine)	$26.50	$35.00	$31.00	$70.00	$132.88	$145.00
f	Business Center Dr.	Peacock Blvd. west 300'	$26.50	$35.00	$31.00	$70.00	$42.45	$104.00
2	Cameo Pit/Dog Park	Cameo Blvd. at Crosstown Pkwy and Cameo Blvd. at Bellevue Ave.	$26.50	$35.00	$31.00	$60.00	$42.45	$97.00
3	LTC Ranch	Glades Cut Off and Midway Rd.	$26.50	$35.00	$31.00	$50.00	$42.45	$50.00
4	Commerce Center Pkwy.	Glades Cut Off to median end	$26.50	$35.00	$31.00	$70.00	$42.45	$91.00
5	Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	$26.50	$35.00	$31.00	$60.00	$42.45	$89.00
6	Village Pkwy North	Crosstown to Cherry Tree Dr.	$26.50	$35.00	$31.00	$50.00	$42.45	$160.00
	Village Pkwy North	Crosstown to Cherry Tree Dr. (St. Augustine turf)	$26.50	$35.00	$31.00	$50.00	$132.88	$154.00
7	Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	$26.50	$35.00	$31.00	$45.00	$42.45	$69.00
	Village Pkwy South	Tradition Pkwy south to Torrey Pines - median ROW - St. Augustine turf)	$26.50	$35.00	$31.00	$50.00	$132.88	$126.00

E-BID #20160038

E- BID TABULATION REPORT

Median Mowing and Landscape Maintenance Services

Saint Lucie West/Tradition

Opened April 7, 2016 at 3:00 PM

Line Item No.	Service	Location	STS maintain Services, Inc.	Coast to Coast Pest Control	Integrity Lawns, LLC	Mow 4 Less Lawncare LLC	Yellowstone Landscape	Sunshine Land Design, Inc.
8	Village Pkwy (Back of Sidewalks)	Tradition to Becker Rd.	$26.50	$35.00	$31.00	$45.00	$42.45	$55.00
9	Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	$26.50	$35.00	$31.00	$45.00	$42.45	$62.00
10	Discovery Way	Community Blvd. to VGTI, include right-of way	$26.50	$35.00	$31.00	$50.00	$42.45	$72.00
11	**Total Annual Cost - Mowing and Landscape Services**		$108,832.50	$144,375.00	$127,875.00	$206,800.00	$139,015.95	$325,896.00
	Edging - Cost per Linear Foot	All Locations	$0.01	$0.01	$0.02	$0.01	$0.05	.03 /.026
	Total Annual Cost - Edging		$55,370.24	$55,370.24	$83,055.36	$55,370.24	$276,851.20	$167,700.48
	Total Annual Cost - Mowing, Landscape Services and Edging		**$164,202.74**	**$199,745.24**	**$210,930.36**	**$262,170.24**	**$415,867.15**	**$493,596.48**
1	Submitted the Bid Reply		Yes	Yes	Yes	Yes	Yes	Yes
2	Acknowledged all Addenda		Yes	Yes	Yes	Yes	Yes	Yes
3	Submitted Original Bid Bond		COPY	Yes	Yes	Yes	Yes	Yes
4	Submitted Certificate of Insurance		Yes	Yes	Yes	Yes	Yes	Yes
5	Submittd all Required Forms		Yes	Yes	Yes	Yes	Yes	Yes
6	Submitted Licenses to Perform Work		Yes	Yes	Yes	Yes	Yes	Yes
7	Accepts Visa		Yes	Yes	Yes	No	No	No
8	Discount using Visa		0%	0%	0%	N/A	N/A	N/A

E-Bid Opening
E-Bid # 20160038
Median Mowing and Landscape Maintenance Services
SLW/Tradition
April 7, 2016 3:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	John Pulvermacher	Coast to Coast	I2C.pestcontrol@gmail	T 772-633-1770
				F
3.	Scott Ferry	Ferry Enterprises Inc	sjferry13@aol.com	T 772.341-4416
				F
4.	Judy Robinson	Sunshine Land Design	jrobinson@sunshinelanddesign.com	T 772-260-2837
				F
5.	John Dunton	City of PSL		T
				F
6.				T
				F
7.				T
				F

Bid Reply Sheet
E-Bid #20160038
Median Mowing and Landscape Maintenance Services - Saint Lucie West/Tradition

1. **COMPANY NAME**: STS MAINTAIN SERVICES, INC.

DIVISION OF: -

PHYSICAL ADDRESS: 2061 SW Racquet Club Dr.

MAILING ADDRESS: same

CITY, STATE, ZIP CODE: Palm City, FL 34990

TELEPHONE NUMBER: (772-473-1900 FAX NO. (-)

CONTACT PERSON: Mark Farrara E-MAIL: mfarrara2004@yahoo.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes-No If yes, in what state? Florida

Elizabeth N. Farrara
President

—
Vice President

—
Treasurer

How long in present business: 8 yrs. how long at present location: 8 yrs.

Is firm a minority business: Yes-No; Does firm have a drugfree workplace program: Yes-No
If no, is your company planning to implement such a program? —

3. **ADDENDUM ACKNOWLEDGMENT** Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
#1	3/24/16
#2	3/31/16
#3, #4	4/5/16

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.

BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

2. Percentage of discount when payment is made with Visa: 0 %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

3. Please enter the Total Annual Cost – Mowing, Landscape Services and Edging from **line 21** of the E-Bid Excel Reply Sheet $ 164,202.74

4. All prices shall include MOT, if required and annual pruning of all landscape grasses. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

   Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer	Part No.
* See attached Equipment List	

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section VIII of the contract, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

I, (print) Elizabeth N. Farrara am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract**:

Elizabeth N. Farrara — President

Signature — Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

(Balance of page left intentionally blank)

STS MAINTAIN SERVICES EQUIPMENT LIST

ALL IN EXCELLENT CONDITION

(6) - 52 INCH MODEL #252 GRAVELY MOWERS

(2) - 61 INCH BAD BOY OUTLAW MOWERS

(2) - 52 INCH MODEL #152 GRAVELY MOWERS

(1) - 52 INCH SKAAG TIGER MOWER

(10) STIHL WEED WHACKERS

(4) ECHO WEED WHACKERS

(2) ECHO EDGERS

(4) STIHL EDGERS

(6) STIHL BLOWERS

(4) STIHLE 16 INCH CHAINSAWS

(1) HUSQVARNA 27 INCH CHAINSAW

(4) RED MAX TRIMMERS

(3) STIHL POWER TRIMMERS

(1) KUBOTA SKID STEER - 75 hp

(1) KOBELCO EXCAVATOR - MODEL 210

Revised 4/5/16 **E-Bid #20160038**
E-Bid Excel Reply Sheet
Median Mowing and Landscape Services
St. Lucie West/Tradition Attachment A

COMPANY NAME: STS MAINTAIN SERVICES, INC.

Mowing and Landscape Services

Line #	Description	Location	# of Acres	Annual Frequency - Mowing and Landscape	Rate per Acre	Total Annual Cost
1	**St. Lucie West District**					
a	St. Lucie West Blvd.	Median -Bayshore Blvd. to I-95 (St. Augustine turf)	6	40	$24.50	$5,880.00
	St. Lucie West Blvd.	RROW - Bayshore Blvd. to I-95	12	36	$26.50	$11,448.00
b	Cashmere Blvd.	SLW Blvd. to traffic circle north and south Keep Port St. Lucie Beautiful sign (St. Augustine turf)	1	40	$26.50	$1,060.00
c	California Blvd.	First island north and south of SLW Boulevard (St. Augustine turf)	0.5	40	$26.50	$530.00
d	Peacock Blvd.	SLW Blvd. to Cashmere Blvd. (St. Augustine)	1	40	$26.50	$1,060.00
	Peacock Blvd.	SLW Blvd & Peacock traffic circle and Keep PSL Beautiful	3	36	$26.50	$2,862.00
e	Heatherwood	Cashmere Blvd. to California Blvd. (St. Augustine)	1	40	$26.50	$1,060.00
f	Business Center Dr.	Peacock Blvd. west 300'	0.5	36	$26.50	$477.00
2	Cameo Pit/Dog Park	Cameo Blvd. at Crosstown Pkwy and Cameo Blvd. at	4.00	36	$26.50	$3,816.00
3	LTC Ranch	Glades Cut Off and Midway Rd.	27.00	18	$26.50	$12,879.00
4	Commerce Center Pkwy.	Glades Cut Off to median end	1.75	36	$26.50	$1,669.50
5	Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	9.50	36	$26.50	$9,063.00
6	Village Pkwy North	Crosstown to Cherry Tree Dr.	4.50	36	$26.50	$4,293.00
	Village Pkwy North	Crosstown to Cherry Tree Dr. (St. Augustine turf)	1.00	40	$26.50	$1,060.00

Revised 4/5/16 **E-Bid #20160038**
E-Bid Excel Reply Sheet
Median Mowing and Landscape Services
St. Lucie West/Tradition Attachment A

7	Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	30.25	36	$26.50	$28,858.50
	Village Pkwy South	Tradition Pkwy south to Torrey Pines - median ROW - St. Augustine turf)	1.50	40	$26.50	$1,590.00
8	Village Pkwy (Back of Sidewalks)	Tradition to Becker Rd.	27.00	18	$26.50	$12,879.00
9	Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	9.50	18	$26.50	$4,531.50
10	Discovery Way	Community Blvd. to VGTI, include right-of way	4.00	36	$26.50	$3,816.00
11	**Total Acreage and Annual Cost - Mowing and Landscape Services**		**145.00**			**$108,832.50**

EDGING

Line #	Description	Location	# of Linear Feet	Annual Frequency - Edging	Rate per Linear Foot	Total Annual Cost
12	**St. Lucie West District**		131,869	16	$0.01	$21,099.04
	St. Lucie West Blvd.	Bayshore Blvd. to I-95				
	Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign				
	California Blvd.	First island north and south of SLW Boulevard				
	Peacock Blvd.	SLW Blvd. to Cashmere Blvd.				
	Heatherwood	Cashmere Blvd. to California Blvd.				
	Business Center Dr.	Peacock Blvd. west 300'				
13	LTC Ranch	Glades Cut Off and Midway Rd.	15,500	16	$0.01	$2,480.00
14	Commerce Center Pkwy.	Glades Cut Off to median end	432	16	$0.01	$69.12
15	Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	14,784	16	$0.01	$2,365.44
16	Village Pkwy North	Crosstown to Cherry Tree Dr.	23,080	16	$0.01	$3,692.80
17	Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	122,274	16	$0.01	$19,563.84

Revised 4/5/16 **E-Bid #20160038**

E-Bid Excel Reply Sheet

Median Mowing and Landscape Services

St. Lucie West/Tradition Attachment A

18	Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	24,550	16	$0.01	$3,928.00
19	Discovery Way	Community Blvd. to VGTI, include right-of way	13,575	16	$0.01	$2,172.00
20	**Total Linear Feet and Annual Cost - Edging**		**346,064**			**$55,370.24**
21	**Total Annual Cost - Mowing, Landscape Services and Edging**					**$164,202.74**
	Notes:					
	1. All prices shall include MOT, if required and annual pruning of all landscape grasses.					
	2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.					

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 2061 SW Racquet Club Dr., this 4th day of April, 2016
(Location) Palm City, FL 34990

Name of Organization/Contractor: STS MAINTAIN SERVICES, INC.

By: Elizabeth N. Farrara
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: STS MAINTAIN SERVICES, INC.
Address: 2061 SW Racquet Club Dr.
Palm City, FL 34990

Telephone Number: (772) 473-1900
Fax Number: —

3. Contact person: Mark Farrara

4. Firm's previous names (if any). —

5. How many years has your organization been in business? 8 yr.

6. Area of expertise: landscape maintenance

7. List five (5) Median Mowing and Landscape Maintenance Services contracts or contracts similar (requiring mowing, landscape services and edging) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Florida Dept. of Transportation - District 4 - Right of Way Crosstown Parkway

Description: Mowing, Tree Service and debris removal - landscape maintenance

Location: Crosstown Pkwy, Pt. St. Lucie & Fort Pierce

Client Name, Email and Phone Number: Barry Lazarus, barry.lazarus@dot.state.fl.us

Value of Total Contract:

Number of Change Orders: 0

Value of Change Orders: 0

Project Number 2

Project Name: Landscape Maintenance - Airport Properties, Martin County

Description: maintenance of county-owned property at & around Witham Field.

Location: Stuart, FL

Client Name, Email and Phone Number: John Eligio, afurlong@martin.fl.us

Value of Total Contract: $23,900/annum

Number of Change Orders: 0

Value of Change Orders: 0

Project Number 3

Project Name: Town of Jupiter Island / So. Martin Regional Utility

Description: landscape maintainance of water treatment/storage facilities and Administrative offices.

Location: Hobe Sound

Client Name, Email and Phone Number: Mario Loiza, mloaiza@tji.martin.fl.us

Value of Total Contract: $32,680.

Number of Change Orders: 0

Value of Change Orders: 0

Project Number 4

Project Name: Indian River Co., landscape maintenance of water treatment/storage facilities

Description: Complete landscape maintenance of water treatment plants.

Location: Vero Beach, FL

Client Name, Email and Phone Number: Mike Vernon; mvernon@ircgov.com (772) 473-3077

Value of Total Contract: $ 17,400.

Number of Change Orders: 0

Value of Change Orders: 0

Project Number 5

Project Name: City of Lake Worth Landscape Maintenance of Medians & City Parks

Description: Complete landscape maintenance of city owned properties.

Location: Lake Worth, FL

Client Name, Email and Phone Number: Dave McGrew, dmcgrew@LakeWorth.org (561) 719-5067

Value of Total Contract: $ 55,500.

Number of Change Orders: 0

Value of Change Orders: 0

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

none

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

no.

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

Contractor has recently hired new landscape and managent / foremen to work for company.

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:

no.

(N/A is not an acceptable answer - insert lines if needed)

14. List any judgments from lawsuits in the last five (5) years:

none

(N/A is not an acceptable answer - insert lines if needed)

15. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

none.

(N/A is not an acceptable answer - insert lines if needed)

16. Is the firm claiming Local Preference under City Ordinance 35.12? (✓) Yes ( ) No

Balance of page left intentionally

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/2016

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 William H Winchester
Winchester Insurance, Inc.
1425 W. Broadway (S.R. 426)
P.O. Box 620969
Oviedo FL 32762-0969

CONTACT NAME: Maureen F Wentworth
PHONE (A/C, No, Ext): (407) 365-5656 FAX (A/C, No): (407) 366-0031
E-MAIL ADDRESS: Maureen@winchesterinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Co	18988
INSURER B : F C & I FUND	31259
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STS Maintain Services, Inc.
2061 SW Racquet Club Drive

Martin County
Palm City FL 34990-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		122382-72125227-15	06/21/2015	06/21/2016	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR				/ /	/ /	MED EXP (Any one person)	$ 10,000
					/ /	/ /	PERSONAL & ADV INJURY	$ 1,000,000
					/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC				/ /	/ /		$
A	AUTOMOBILE LIABILITY	Y		122382-72125227-15	06/21/2015	06/21/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO				/ /	/ /	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS				/ /	/ /	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
					/ /	/ /		$
	UMBRELLA LIAB / OCCUR				/ /	/ /	EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE				/ /	/ /	AGGREGATE	$
	DED / RETENTION $				/ /	/ /		$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			106-54093	02/15/2016	02/15/2017	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A			/ /	/ /	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$ 500,000
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	$ 500,000
					/ /	/ /		
					/ /	/ /		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Median Mowing & Landscape Maintenance Services-St. Lucie West/Tradition City of Port St. Lucie, EBID-20160038-0-2016/BLL.
City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as additional insured with regards to General Liability including products and/or completed operations. The coverage is primary and non/contributory. Waiver of Subrogation in favor of City of Port St. Lucie. 30 day written notice of cancellation.

CERTIFICATE HOLDER

( ) - (772) 778-5196

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

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that STS MAINTAIN SERVICES, INC. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under 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.

Elizabeth M. Tucci
Bidder's Signature

4/4/16
Date:

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2011-267-0115 Cert
Phone (772)473-1900 Sic No 561720
Location 2061 SW RACQUET CLUB DR PC

Prev Yr	$.00	Lic Fee	$26.25
	$.00	Penalty	$.00
	$.00	Coll-Fee	$.00
	$.00	Transfer	$.00

TOTAL $26.25

FARRARA, MARK R.
STS MAINTAIN SERVICES, INC.
2061 SW RACQUET CLUB DRIVE
PALM CITY, FL 34990

Has satisified requirements to engage in the business, profession
or occupation of YARD MAINTENANCE SERVICE
at location listed for the period beginning on the
03 Day of SEPTEMBE
AND ENDING SEPTEMBER 30 2016

11 2014 45913.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS SUBJECT TO A $250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10% FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

Subject: Re: Basic MOT Flagger Cert

From: yolanda novaro (safetymattersinc@bellsouth.net)

To: bethfarrara2010@yahoo.com;

Date: Tuesday, April 5, 2016 8:34 AM

Dear Mrs. Farrara,

As per your conversation with Robert our Instructor, here is the proposal/invoice for your review pertaining to the MOT Basic Flagging Course.

1 person attending MOT Basic Flagging Course

Saturday April 9th, 2016 @ 7:00 AM @ 16701 E. Epson Drive, Loxahatchee, FL 33470

Total Cost: $150/ pp

Should you have any questions or changes, please contact Robert @ 561-248-7004.

Thank you,

Yolanda Frick
President
Safety Matters, Inc.

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.
STS MAINTAIN SERVICES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2061 SW RACQUET CLUB DRIVE

Requester's name and address (optional)
CITY OF PORT ST. LUCIE

6 City, state, and ZIP code
PALM CITY, FL 34990

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
2 6 – 3 7 8 5 4 4 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Elizabeth M. Tamara Date ▶ 4/4/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

OFFICIAL CHECK

TD Bank

75795149-2

52-0133
112

RE: STS MAINTAIN SERVICE INC

DATE: 04/04/2016

PAY TO THE ORDER OF CITY OF PORT ST LUCIE $500.00

Five Hundred AND 00/100

RUB HERE COLOR FADES WHEN WET

DRAWER: TD BANK, N.A.

Security Features Details on Back

EBID # 20160038 - SLW/Tradition

AUTHORIZED SIGNATURE

⑈75795149⑈ ⑆011201335⑆ 6265069404⑈

OFFICIAL CHECK

TD Bank

75795149-2

52-0133
112

RE: STS MAINTAIN SERVICE INC

DATE: 04/04/2016

PAY TO THE ORDER OF CITY OF PORT ST LUCIE
Five Hundred AND 00/100

$500.00

RUB HERE COLOR FADES WITH HEAT

DRAWER: TD BANK, N.A.

Security Features Details on Back

AUTHORIZED SIGNATURE

EBID # 20160038 -SLW/Tradition

⑈757951492⑈ ⑆011201335⑆ 6265069404⑈

CERTIFIED MAIL

7016 0600 0001 1751 2827

FOREVER

USPS

.INTAIN SERVICES, INC.
V Racquet Club Drive
ty, FL 34990

RECEIVED

14 APR PM12:22 13

City of Port St. Lucie
ATTN: BRENDA LEO, Procurement Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RETURN RECEIPT REQUESTED

UNITED STATES POSTAL SERVICE

1000

34984

U.S. POSTAGE PAID
STUART,FL
34994
APR 12, 16
AMOUNT
$5.99
00114149-11

34984$5099 C035

"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/Bidder STS MAINTAIN SERVICES, INC.
Signature Elizabeth N. Farrara
Printed Name and Title Elizabeth N. Farrara
Date 4/4/16

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST

E-BID #20160038

Median Mowing and Landscape Maintenance Services - Saint Lucie West/Tradition

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Request for Proposal in its entirety.

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

__✓__ E-Bid Reply Sheet included in file

__✓__ Each Bid Addendum (when issued) is acknowledged on the Questionnaire

__✓__ Completed Questionnaire included in file

__✓__ Copy of current Insurance Certificate included in file

__✓__ DrugFree Workplace form included in file

__✓__ Copy of License to do business included in file

__✓__ Copy of MOT Training verification in file

__✓__ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

__✓__ Required W-9 included in file

__✓__ Copy of $500.00 Bid Bond included in file & mailed to City immediately after opening

__✓__ Vendor Code of Ethics signed and included in file uploaded to Demandstar

__✓__ Copy of the Checklist uploaded to Demandstar

__✓__ Have reviewed the Contract and accept all City Terms and Conditions

Electronic File #2

__✓__ Completed E-Bid Excel Reply Spreadsheet

__✓__ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160038**

Title: **Median Mowing and Landscape Maintenance Services – St. Lucie West/Tradition**

Bidder/Respondent: STS Maintain Services, Inc.

Reference: Florida Dept. of Transportation-District 4-Crosstown Pkwy-ROW Fax #: _____
Email: barry.lazarus@dot.state.fl.us Telephone #: 954.777.4288
Person to contact: Barry Lazarus

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor. The work that is specified in this section consists of all preparatory work and operations for mowing, trash removal, tire disposal, stump grinding and tree removal services required for Florida Department of Transportation (Department) owned properties. Properties requiring mowing, debris removal or tree services will vary according to the projects, and shall include both vacant and improved lots.

Was the project completed on time and within budget? STS Maintain Services was responsive to the Department's needs and always completed the projects on time.

What was the project completion date? On-going services.

How long has this Bidder completed services for you? Yes

What problems were encountered (claims)? None

How many change orders were requested by this Contractor? No

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism:	9	Final Product:	10
Qualifications:	10	Cooperation:	10
Budget Control:	10	Reliability:	10

Would you contract with this Contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160038**

Title: **Median Mowing and Landscape Maintenance Services – St. Lucie West/Tradition**

Bidder/Respondent: STS Maintain Services, Inc.

Reference: Witham Field – Airport Properties, Martin County Fax #: _____
Email: afurlong@martin.fl.us Telephone #:
Person to contact: John Eligio

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget? Yes
What was the project completion date? Ongoing maintenance until Feb 2017
How long has this Bidder completed services for you? Since Feb 2016

What problems were encountered (claims)? None

How many change orders were requested by this Contractor? None

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism:	9	Final Product:	8
Qualifications:	9	Cooperation:	10
Budget Control:	9	Reliability:	9

Would you contract with this Contractor again? Yes [x] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160038**

Title: **Median Mowing and Landscape Maintenance Services – St. Lucie West/Tradition**

Bidder/Respondent: STS Maintain Services, Inc.

Reference: Town of Jupiter Island/So. Martin Regional Utility Fax #: 772-546-6378
Email: mloaiza@tji.martin.fl.us Telephone #: 772-546-6259
Person to contact: Mario E. Loaiza, P.E.

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget? **YES**
What was the project completion date? **CONTINUING SERVICES CONTRACT - ONGOING**
How long has this Bidder completed services for you? **2 YEARS**

What problems were encountered (claims)? **NONE**

How many change orders were requested by this Contractor? **NONE**

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism: **10**	Final Product: **9**
Qualifications: **9**	Cooperation: **10**
Budget Control: **10**	Reliability: **10**

Would you contract with this Contractor again? Yes [**X**] No [ ] Maybe [ ]
Comments: **STS WOULD BE AN ASSET TO YOUR ORGANIZATION.**

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160038**

Title: **Median Mowing and Landscape Maintenance Services – St. Lucie West/Tradition**

Bidder/Respondent: STS Maintain Services, Inc.

Reference: Indian River County-Landscape Maintenance of Water Treatment/Storage Facilities
Email: mvernon@ircgov.com Telephone #: 772-473-3077
Person to contact: Mike Vernon

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor. Mowing of 2 water plants, and 2 pump stations, and 1 high tank weed control.

Was the project completed on time and within budget? Yes
What was the project completion date? All work is completed in a timely manner.
How long has this Bidder completed services for you? 2 years.

What problems were encountered (claims)? Attention to some details, edging and areas of concern. Problems were promptly addressed.

How many change orders were requested by this Contractor? N/A

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism: 7
Qualifications: 8
Budget Control: 8
Final Product: 7
Cooperation: 8
Reliability: 7

Would you contract with this Contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Certificate of Completion

Mark R. Farrara

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Basic Course.

04/15/2020	49	Robert Frick Jr.	16639
Expiration Date	FDOT Provider #	Instructor	Certificate #

Safety Matters Inc.
16701 East Epson Drive
Loxahatchee, FL

safetymattersinc@bellsouth.net

FDOT

For more information about Maintenance of Traffic (MOT) or to verify this

www.motadmin.com

DID NOT GET COMPLETED REFERENCE BACK FROM CITY OF LAKE WORTH

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **#20160038**

Title: **Median Mowing and Landscape Maintenance Services – St. Lucie West/Tradition**

Bidder/Respondent: STS Maintain Services, Inc.

Reference: City of Lake Worth – Landscape Maintenance of Medians and City Parks
Email: dmcgrew@lakeworth.org Telephone #: 561-719-5067
Person to contact: Dave McGrew

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How long has this Bidder completed services for you?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism:	Final Product:
Qualifications:	Cooperation:
Budget Control:	Reliability:

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Vendor Evaluation Form

4/15/16

Please complete this form in its entirety and return to Brenda Leo in the Procurement Management Department. Thank you.

CONTRACT # 20140158R/20140126R

TITLE: Mowing and Ground Maintenance of Community Center and Various Locations
Mowing and Ground Maintenance of City Hall & Various Locations

CONTRACTOR'S NAME: STS Maintain Services, Inc.

DEPARTMENT: Various

DATE DUE: April 21, 2016

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work	✓			
Quality of Products Used				
Adherence to Specifications	✓			
Problem Solving	✓			
Overall Performance	✓			
Response to Issues	✓			

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

Would you contract with this contractor again: Yes or No (*please circle one*)

SUPERVISOR: Jesus Ruiz DATE: 4/15/16
(*please print*)

DEPARTMENT: Parks + Rec

Vendor Evaluation Form

4/15/16

Please complete this form in its entirety and return to Brenda Leo in the Procurement Management Department. Thank you.

CONTRACT # 20140158R/20140126R

TITLE: Mowing and Ground Maintenance of Community Center and Various Locations
Mowing and Ground Maintenance of City Hall & Various Locations

CONTRACTOR'S NAME: STS Maintain Services, Inc.

DEPARTMENT: Various

DATE DUE: April 21, 2016

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work	✓			
Quality of Products Used		✓		
Adherence to Specifications	✓			
Problem Solving	✓			
Overall Performance	✓			
Response to Issues	✓			

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

STS is very responsive to all requests + is very conscientious of providing excellent services.

Would you contract with this contractor again: (Yes) or No (*please circle one*)

SUPERVISOR: Brenda Leo (*please print*) DATE: 4/14/16

DEPARTMENT: Procurement Managment Dept.

Business Plan Meeting
E-Bid # 20160038
Median Mowing and Landscape Maintenance Services
SLW/Tradition
April 25, 2016 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	Mark Farrara		Mfarrara2004@yahoo.com	T 772-473-1900
				F
3.	Beth Farrara		bfarrara2010@yahoo.com	T 772-473-8154
				F
4.	John Dunton	city of PSL		T
				F
5.				T
				F
6.				T
				F
7.				T
				F

Brenda Leo

From: Mark <mfarrara2004@yahoo.com>
Sent: Thursday, April 21, 2016 9:04 AM
To: Brenda Leo
Cc: Beth
Subject: Business plan from STS maintain services

This plan reflects the seasonal nature of the proposed work to be performed and will be adjusted according. We expect that by the summer months (peak work period) that we will have 2 crews of 4 workers (8 total) performing this work on a weekly basis, and the number of days involved will alternate by-weekly, based on the cutting schedule and the edging. Each crew uses 3 mowers. Each mower carries a weed whacker, as each mower worker is responsible for the weeds in the areas that he mows. The 4th person in each crew uses a blower to remove the excess grass clippings and uses a backpack spayer with Roundup to kill weeds in plant beds. We expect that it will take 2-3 days to perform the work in the week without edging, and 3-4 days in the weeks with edging. We will start at daybreak, and work complete days at the worksites. All workers will have safety vests on while in the worksites, and the trucks and mowers will have oscillating lights on so as to alert drivers to our presence. Each crew has a supervisor who has median and rrow experience and can speak English fluently. The men all carry smart phones for communication purposes.

Sent from my iPhone

AGENDA

Pre-Bid Meeting
E-Bid #20160038
Median Mowing and Landscape Maintenance Services
Saint Lucie West/Tradition
March 16, 2016 - 1:30 p.m.

This meeting is being recorded.

1. Sign-In Sheet

2. Introduction of key personnel

3. **Reminder**: Bid opening date is April 5, 2016 at 3:00 p.m.

   All Bids are to be submitted electronically. No hard copies will be accepted.
   No Bid will be accepted after that date and time.

4. No questions will be answered at this meeting. All questions must be submitted in writing to Brenda Leo at bleo@cityofpsl.com and a Bid Addendum will be issued to answer questions.

Please submit on the electronic bid reply spreadsheet only. Hand written sheets should not be submitted.

5. There will be a site visit after this meeting. No questions will be answered during this time. Locations for the Site Visit will be: SLW Boulevard west of California north side of road
6. Turn over to: John Dunton form Public Works Department.
8. Adjourn
9. Site Visit

Pre-Bid and Site Visit
E-Bid #: 20160038
Median Mowing and Landscape Maintenance Services
Saint Lucie West/Tradition
March 16, 2016 1:30 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	John Pulvermacher	Coast to Coast	~~John Pulvermacher~~	T 772-633-1770
			c2c.pestcontrol@gmail	F
3.	Shawn Waters	Florida Native	waters60@msn.com	T 954-379-0050
				F
4.	Howard Dunn Jr.	Dunn's Tractor Ser.	dunnstractorservice@hotmail.com	T 772464-2711
				F
5.	JAY FERRY	FERRY ENTERPRISES, INC.		T
			FERRYENTERPRISES@COMCAST.NET	F 772-221-991
6.	Angel Stevens	Integrity Lawns, LLC.	integritylawnsllc@gmail.com	T 863-623-4707
				F
7.	Chad Carter	Integrity Lawns, LLC.	integritylawnsllc@gmail.com	T 863-801-5121
				F

Pre-Bid and Site Visit
E-Bid #: 20160038
Median Mowing and Landscape Maintenance Services
Saint Lucie West/Tradition
March 16, 2016 1:30 p.m.

8.	Matt Matheny	Lawn & Order Landscape Co.	lawn62@yahoo.com	T 772 342-7100
				F
9.	GONZALO PAJON	TENUSA INC.	g.TENUSA@yahoo.com	T 305-978-5514
				F
10.	Judy Robinson	Sunshine Land Design	jrobinson@sunshinelanddesign.com	T 772-260-2837
				F
11.	Denise Alexander	Quality One Landscape & Maintenance	alexanderde2015@yahoo.com	T 561-723-4629
				F
12.	John Dinton	City of PSL		T 344-4035
				F

"A City for All Ages"

CITY OF PORT ST. LUCIE

E-Bid#20160038
(Electronic Bid)

Median Mowing and Landscape Maintenance Services
Saint Lucie West/Tradition

Prepared By:
Brenda Leo, Contract Specialist
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222
bleo@cityofpsl.com

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INVITATION TO E-BID

Sealed Electronic Bids (E-Bid) for Median Mowing and Landscape Maintenance Services - Saint Lucie West/Tradition will be received in the Procurement Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, until **3:00 p.m. on April 5, 2016**. Specifications are attached.

A one-time only pre-bid conference for all Bidders will be held in the Conference Room of the Procurement Management Department, Suite 390, Building "A" of the Municipal Complex, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984 **March 16, 2016 at 1:30 PM**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. Site Visits will follow the Pre Bid Meeting. It is estimated that the site visits will run from one (1) hour to two and a half (2-1/2) hours. No questions will be answered at the site visits. Locations of the site visits will be announced and a list will be handed out at the Pre Bid Meeting. Attendance is strongly encouraged.

This E-Bid requires a Bid Bond in the amount of $500.00. Please see section 2.3 for additional Bid Bond information.

All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids be uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. All must be contained in two (2) files and in the order specified under title **Content of Responses.** Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are submitting an E-Bid for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to **supplierservices@onvia.com**.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, to solicit and re-advertise for new bids, abandon the project in its entirety, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

Submit all questions regarding the Contract Documents, in writing, to Brenda Leo in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5222, Fax (772) 871-7337, and email: bleo@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after March 24, 2016 may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Leo is the only individual authorized to represent the City.

Questions submitted to any other person in any department, including the Mayor and City Council, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall

acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

It is the responsibility of the Bidder to receive any and all E-Bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum via Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the E-Bid Reply Sheet (item #3) with the Addendum number and the date of issuance. 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.

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 E-Bid Addenda.

For the purpose of this E-Bid, the term Proposer, Bidder, E-Bidder and Contractor may be used interchangeably.

E-Bid Documents for the project include the following:

- E-Bid Document– Pages 1 – 43.
- E-Bid Reply Sheet #20160038 pages
- Attachments/Schedule:
    - Attachment A – E-Bid Excel Reply Sheet (1 page)
    - Attachment B – Service Area Map (1 page)

Brenda Leo, Contract Specialist
Procurement Management Department

CAUTION: ***Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.***

(Balance of page intentionally blank)

INTENT

The City desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a unit price contract relative to supplying Median Mowing and Landscape Maintenance Services for Saint Lucie West/Tradition. The selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein. Contract period shall be for an initial five (5) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties. This contract allows for an annual CPI-U index increase as per Section V of the Sample Contract.

SCOPE OF WORK SUMMARY

The selected Bidder shall provide all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to provide and perform grass mowing and maintenance services for median mowing and landscape services; including, but not limited to, mowing, trimming, weed removal, edging and debris removal in accordance with the Monthly Schedule issued by the Project Manager, or their designee. Specific scope of work requirements are outlined in Section II of the Sample Contract contained in the bid specifications.

The City will be issuing an additional E-Bid for identical Median Mowing and Landscape Maintenance Services in other areas of the City. It is the intent of the City to award each of the mowing and grounds maintenance contracts to different Contractors with no one (1) Contractor being awarded more than one (1) mowing and grounds maintenance contract.

BACKGROUND

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando and was incorporated in 1961. It is the largest city in the county and region and has been one of the fastest growing cities in Florida. The City is approximately 121 square miles with a current population of almost 170,000 full time residents, and over 200,000 during the winter season.

NOTE: The City will not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the E-Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Bidder(s).

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfil in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

1.4 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) are firm and not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

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 policy of net forty five (45) Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the net forty five (45) ARI policy.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Questionnaire and returned with the Bid. References are subject to verification by the City and will be utilized as part of the award process. *If requested,* performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements. Lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements; When considering a proposal the City will evaluate the pricing offered by the Bidder, consider lifecycle costing and depreciation. Consideration will be given for payment by Visa and any discount provided.
- Determine what proposal provides the best value to the City for the selected items
- City Ordinance Section 35.12 Local Preference will apply
- Award will be based on the total amount from Line #5.3 on the E-Bid Reply Sheet #20160038 that represents the best value to the City

The award date is the date that City Council passed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the

same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Negotiation of Bids: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement – In the event of two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statues, shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 SUBMITTAL OF E-BID

All bids shall be submitted by completing and returning the Bid Reply Sheet, Questionnaire, E-Bid Excel Reply Sheet, and other required documents. The information submitted on the Bid Reply and Questionnaire should be typed or printed and signed in black ink. All required submittals are to be electronic, contained in two (2) files and in the order listed. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160038 from Onvia, via phone 800-711-1712 or via internet **www.cityofpsl.com**

B. Download the Bid Reply Sheet, Questionnaire, and E-Bid Specifications, and save to your hard drive, program is in Word/Excel 2007 Professional. Enter information requested on the applicable Forms.

C. Electronically sign the Bid Reply where indicated.

FILE # 1- in the following order upload:

D. E-Bid Reply Sheet for E-BID#20160038 from pages 14-16 (acknowledge all Addenda on the Bid Reply Sheet, item #3), Questionnaire, current Certificate of Insurance, Drug Free Workplace form, copy of license allowing you to do business in the State of Florida, MOT Training verification, equipment list, W9, $500.00 Bid Bond or alternative surety, Vendor Code of Ethics, and E-Bid checklist onto Demandstar by the due date and time..

*NOTE: Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

Enter the total proposal amount from **#5.3** of the E-Bid Reply Sheet on the Demandstar web page for cost or you will receive an error message and your submittal will be denied. Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

FILE #2

E. Upload the completed E-Bid Excel Reply Spreadsheet. The total amount from **line 21** should be entered on the Bid Reply Sheet and on Demandstar.

The "Submit" button at the bottom of the page must be selected to send the documents and submit the proposal.

**** Only electronic replies are required. No hard copies will be accepted.**

1.8.1 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.9 Execution of Contract or Purchase Order - After the recipient of an award has been determined and necessary approval obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the selected Bidder(s) with these Specifications. The selected Bidder(s) shall execute the Contract, deliver the required Insurance Certificates, and furnish an acceptable Performance and Payment Bond and any other required documentation within ten (10) calendar days. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. If Bidder cannot accept these terms and conditions then Bidder should not submit a bid.

1.9.1 Failure to Execute Contract – The failure on the part of the selected Bidder(s) to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each selected Bidder(s) in advance that the City will sustain certain damages by

reason of the failure of the selected Bidder(s) to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the selected Bidder(s) thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid. **Time of Award** - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

1.10 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Questionnaire.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain

aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.13 W-9 (Taxpayer Identification Form) - Bidder shall be required to complete a W-9 Taxpayer Identification Form upon notice of award.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from Demandstar.

1.15 Intent to Perform - The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the selected Bidder's intent to comply with this specification.

2. Specific Requirements

2.1 Samples – N/A

2.2 Standard Production Items – N/A

2.3 Proposal Guaranty (Bid Bond) - A Bid Bond, certified check, cashier's check, bank money order, bank draft of any national or state bank, or cash, in a sum of five hundred dollars ($500.00), made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond should be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond should be received within five (5) business days after the opening or the bid may be deemed non-responsive.

The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names – N/A

3.3 <u>Protests</u> - Any person who wishes to protest any issue pertaining to this E-Bid may do so by attending the scheduled City Council meeting that the E-Bid will be scheduled to appear, and voicing their concerns at the 'Public to be Heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

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Bid Reply Sheet
E-Bid #20160038
Median Mowing and Landscape Maintenance Services - Saint Lucie West/Tradition

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) _____ FAX NO. ( ) _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ how long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Please enter the Total Annual Cost – Mowing, Landscape Services and Edging from **line 21** of the E-Bid Excel Reply Sheet **$**_____

5.4 All prices shall include MOT, if required and annual pruning of all landscape grasses. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer Part No.

_____

_____

_____

_____

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section VIII of the contract, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

I, (print) _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. <u>Bidder has read and accepts the terms and conditions of the City's standard Contract</u>:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

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QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at_____, this____day of _____, 2016
(Location)

Name of Organization/Contractor:_____

By: _____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone and fax numbers.

   Name: _____

   Address: _____

   _____

   _____

   Telephone Number: _____

   Fax Number: _____

3. Contact person: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business?_____

6. Area of expertise: _____

7. List five (5) Median Mowing and Landscape Maintenance Services contracts or contracts similar (requiring mowing, landscape services and edging) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

   Project Number 1

   Project Name: _____

   Description: _____

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 2

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 3

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 4

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 5

Project Name:

Description:

Location:

Client Name, Email and Phone Number: _____

Value of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

_____

_____

_____

_____

_____

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

_____

_____

_____

_____

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

_____

_____

_____

12. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

13. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

14. List any judgments from lawsuits in the last five (5) years:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

15. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

16. Is the firm claiming Local Preference under City Ordinance 35.12? ( ) Yes ( ) No

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Sample Contract

CITY OF PORT SAINT LUCIE
CONTRACT #20160038

This is a Lump Sum CONTRACT, executed this day of 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and _____, a (designated filing status) Telephone No (xxx) xxx-xxxx, Fax No (xxx) xxx-xxxx, hereinafter called "Consultant".

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator:
Procurement Management Department
Attn: Brenda Leo, Contract Specialist
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone (772) 871-5222, Fax (772) 871-7337
Email: bleo@cityofpsl.com

City Project Manager:
John Dunton
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: (772) 344-4035 Fax: (772) 871-7397
Email: jdunton@cityofpsl.com

Contractor:

SECTION II
DESCRIPTION OF SERVICES

The Contractor shall provide services for Median Mowing and Landscape Maintenance Services - Saint Lucie West/Tradition pursuant to E-BID- #20160038 and all addenda per the following scope of work:

SCOPE OF WORK

2.1 The City has an estimated **145.00 acres** of median mowing and landscape maintenance and **346,064 linear feet** of edging required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

2.2 Median Mowing and Landscape Maintenance Services for Saint Lucie West/Tradition rotation shall be thirty six (36) times annually, with the exception of approximately twelve (12) acres of St. Augustine turf that may be require up to forty (40) annual rotations, and edging rotation shall be sixteen (16) times annually.

2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

2.4 **Areas Involved**- Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

Mowing and Landscape Services			
Description	**Location**	**# of Acres**	**Annual Frequency - Mowing and Landscape Services**
St. Lucie West District			
St. Lucie West Blvd.	Median -Bayshore Blvd. to I-95 (St. Augustine turf)	6	40
St. Lucie West Blvd.	RROW - Bayshore Blvd. to I-95	8	36
Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign (St. Augustine turf)	1.0	40
California Blvd.	First island north and south of SLW Boulevard (St. Augustine turf)	0.5	40
Peacock Blvd.	SLW Blvd. to Cashmere Blvd. (St. Augustine)	1	40
Peacock Blvd.	SLW Blvd & Peacock traffic circle and Keep PSL Beautiful sign	3	36
Heatherwood	Cashmere Blvd. to California Blvd. (St. Augustine)	1	40
Business Center Dr.	Peacock Blvd. west 300'	0.5	36

Cameo Pit/Dog Park	Cameo Blvd. at Crosstown Pkwy and Cameo Blvd. at Bellevue Ave.	4.00	36
LTC Ranch	Glades Cut Off and Midway Rd.	27.00	18
Commerce Center Pkwy.	Glades Cut Off to median end	1.75	36
Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	9.50	36
Village Pkwy North	Crosstown to Cherry Tree Dr.	8.50	36
Village Pkwy North	Crosstown to Cherry Tree Dr. (St. Augustine turf)	1.00	40
Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	30.25	36
Village Pkwy South	Tradition Pkwy south to Torrey Pines - median ROW - St. Augustine turf)	1.50	40
Village Pkwy (Back of Sidewalks)	Tradition to Becker Rd.	27.00	18
Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	9.50	36
Discovery Way	Community Blvd. to VGTI, include right-of way	4.00	36
Total Acreage and Annual Cost - Mowing and Landscape Services		**145.00**	

Edging			
Description	**Location**	**# of Linear Feet**	**Annual Frequency - Edging**
St. Lucie West District		131,869	16
St. Lucie West Blvd.	Bayshore Blvd. to I-95		
Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign		
California Blvd.	First island north and south of SLW Boulevard		
Peacock Blvd.	SLW Blvd. to Cashmere Blvd.		
Heatherwood	Cashmere Blvd. to California Blvd.		
Business Center Dr.	Peacock Blvd. west 300'		
LTC Ranch	Glades Cut Off and Midway Rd.	15,500	16
Commerce Center Pkwy.	Glades Cut Off to median end	432	16

Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	14,784	16
Village Pkwy North	Crosstown to Cherry Tree Dr.	23,080	16
Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	122,274	16
Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	24,550	16
Discovery Way	Community Blvd. to VGTI, include right-of way	13,575	16
Total Linear Feet and Annual Cost - Edging		**346,064**	

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note**: trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 Landscape Maintenance

2.9.1 **Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 **Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 **Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground

cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 **Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Project Manager, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Saint Lucie West/Tradition from Manth Lane to Village Parkway and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on _____ and will extend for five (5) years ending on _____ . The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of $_____ per acre for mowing and $ _____ per linear foot for edging for locations identified on Attachment "A' attached hereto and made a part of this contract, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager, or their designee, as required under Section XIII of the Contract.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
WORK CHANGES

The City reserves the right to order changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITH E-BID

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the E-Bid Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums

shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the contract name and number shall listed as additional insured." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars ($5,000.00).

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IV
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151.

Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall continually make inspections as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City', or his/her designee. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

Implied Warranty of Merchantability – N/A

Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

Standard Production Items - N/A

Florida Produced Lumber - N/A

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – N/A

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

Termination for Breach of Contract - If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise,

and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

Liquidated Damages - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred dollars ($200.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

Excusable Delays - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work

Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

SECTION XVII
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall

be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with

specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: DO NOT EXECUTE - SAMPLE ONLY
(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date:

"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/Bidder _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST
E-BID #20160038
Median Mowing and Landscape Maintenance Services - Saint Lucie West/Tradition

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Request for Proposal in its entirety.

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

_____ E-Bid Reply Sheet included in file

_____ Each Bid Addendum (when issued) is acknowledged on the Questionnaire

_____ Completed Questionnaire included in file

_____ Copy of current Insurance Certificate included in file

_____ Drug-Free Workplace form included in file

_____ Copy of License to do business included in file

_____ Copy of MOT Training verification in file

_____ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

_____ Required W-9 included in file

_____ Copy of $500.00 Bid Bond included in file & mailed to City immediately after opening

_____ Vendor Code of Ethics signed and included in file uploaded to Demandstar

_____ Copy of the Checklist uploaded to Demandstar

_____ Have reviewed the Contract and accept all City Terms and Conditions

Electronic File #2

_____ Completed E-Bid Excel Reply Spreadsheet

_____ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

E-Bid #20160038
E-Bid Excel Reply Sheet
Median Mowing and Landscape Services
St. Lucie West/Tradition

Mowing and Landscape Services						
Line #	**Description**	**Location**	**# of Acres**	**Annual Frequency - Mowing and Landscape Services**	**Rate per Acre**	**Total Annual Cost**
1	**St. Lucie West District**					
a	St. Lucie West Blvd.	Median -Bayshore Blvd. to I-95 (St. Augustine turf)	6	40	$0.00	$0.00
	St. Lucie West Blvd.	RROW - Bayshore Blvd. to I-95	8	36	$0.00	$0.00
b	Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign (St. Augustine turf)	1	40	$0.00	$0.00
c	California Blvd.	First island north and south of SLW Boulevard (St. Augustine turf)	0.5	40	$0.00	$0.00
d	Peacock Blvd.	SLW Blvd. to Cashmere Blvd. (St. Augustine)	1	40	$0.00	$0.00
	Peacock Blvd.	SLW Blvd & Peacock traffic circle and Keep PSL Beautiful	3	36	$0.00	$0.00
e	Heatherwood	Cashmere Blvd. to California Blvd. (St. Augustine)	1	40	$0.00	$0.00
f	Business Center Dr.	Peacock Blvd. west 300'	0.5	36	$0.00	$0.00
2	Cameo Pit/Dog Park	Pkwy and Cameo Blvd. at Bellevue Ave.	4.00	36	$0.00	$0.00
3	LTC Ranch	Glades Cut Off and Midway Rd.	27.00	18	$0.00	$0.00
4	Commerce Center Pkwy.	Glades Cut Off to median end	1.75	36	$0.00	$0.00
5	Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	9.50	36	$0.00	$0.00
6	Village Pkwy North	Crosstown to Cherry Tree Dr.	8.50	36	$0.00	$0.00
	Village Pkwy North	Crosstown to Cherry Tree Dr. (St. Augustine turf)	1.00	40		
7	Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	30.25	36	$0.00	$0.00

E-Bid #20160038
E-Bid Excel Reply Sheet
Median Mowing and Landscape Services
St. Lucie West/Tradition

	Village Pkwy South	Tradition Pkwy south to Torrey Pines - median ROW - St. Augustine turf)	1.50	40	$0.00	$0.00
8	Village Pkwy (Back of Sidewalks)	Tradition to Becker Rd.	27.00	18	$0.00	$0.00
9	Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	9.50	36	$0.00	$0.00
10	Discovery Way	Community Blvd. to VGTI, include right-of way	4.00	36	$0.00	$0.00
11	**Total Acreage and Annual Cost - Mowing and Landscape Services**		**145.00**			**$0.00**

EDGING

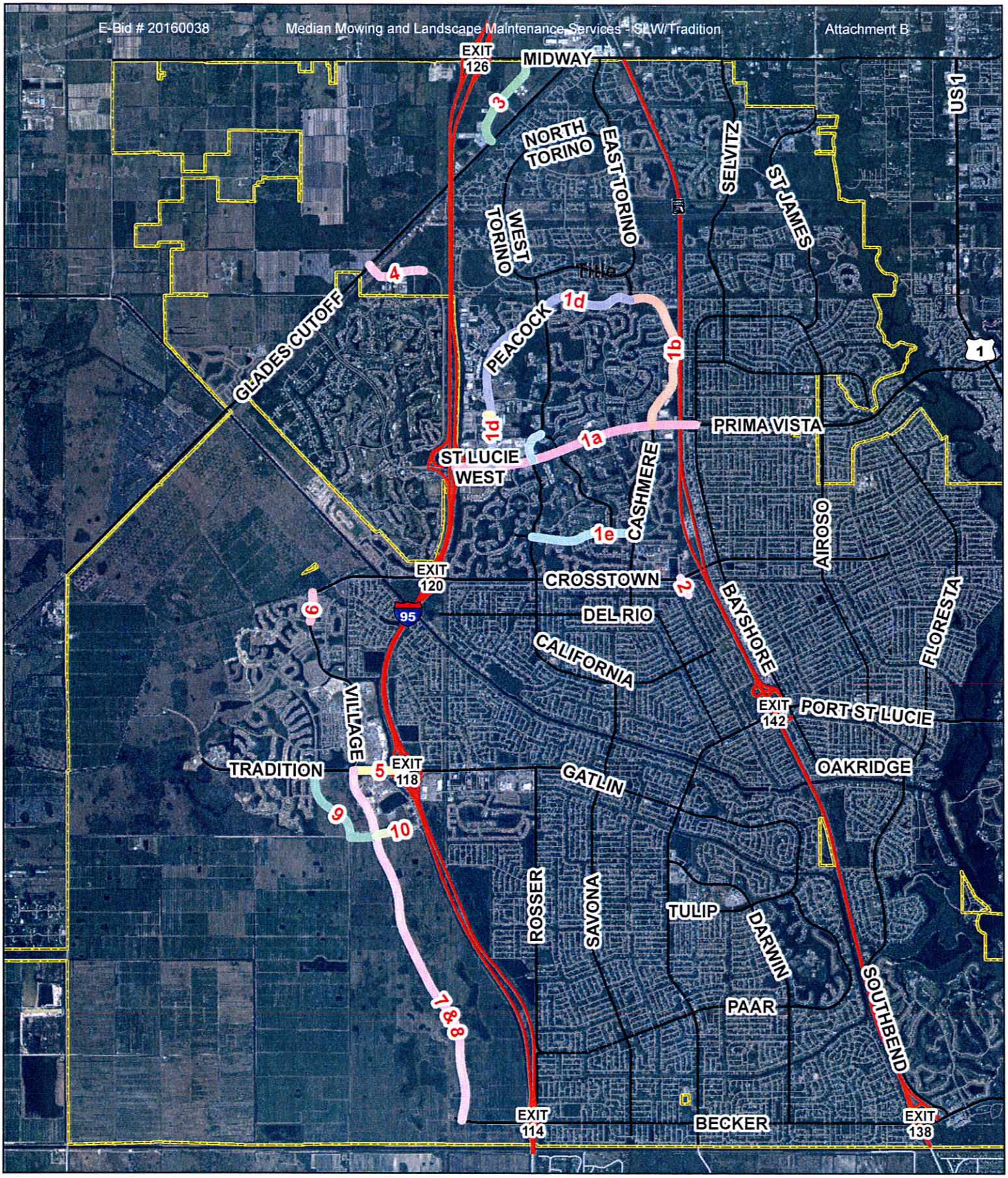
Line #	Description	Location	# of Linear Feet	Annual Frequency - Edging	Rate per Linear Foot	Total Annual Cost
12	**St. Lucie West District**		131,869	16	$0.00	$0.00
	St. Lucie West Blvd.	Bayshore Blvd. to I-95				
	Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign				
	California Blvd.	First island north and south of SLW Boulevard				
	Peacock Blvd.	SLW Blvd. to Cashmere Blvd.				
	Heatherwood	Cashmere Blvd. to California Blvd.				
	Business Center Dr.	Peacock Blvd. west 300'				
13	LTC Ranch	Glades Cut Off and Midway Rd.	15,500	16	$0.00	$0.00
14	Commerce Center Pkwy.	Glades Cut Off to median end	432	16	$0.00	$0.00
15	Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	14,784	16	$0.00	$0.00
16	Village Pkwy North	Crosstown to Cherry Tree Dr.	23,080	16	$0.00	$0.00
17	Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	122,274	16	$0.00	$0.00
18	Community Blvd.	Tradition Parkway to VGTI east of East of South Village Parkway	24,550	16	$0.00	$0.00
19	Discovery Way	Community Blvd. to VGTI, include right-of way	13,575	16	$0.00	$0.00

E-Bid #20160038
E-Bid Excel Reply Sheet
Median Mowing and Landscape Services
St. Lucie West/Tradition

20	Total Linear Feet and Annual Cost - Edging	346,064		$0.00
21	Total Annual Cost - Mowing, Landscape Services and Edging			$0.00

Notes:

1. All prices shall include MOT, if required and annual pruning of all landscape grasses.
2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.



E-Bid #20160038

Mowing and Landscape Maintenance Services – SLW/Tradition

Date: 3/1/2016
Page: 1 of 1
Tech: MFK
MIS GIS #: misgis0250

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0 0.55 1.1 Miles

ADDENDUM # 1
E-Bid #20160038
Addendum Date: 3/24/16
Median Mowing and Landscape Maintenance Services
St. Lucie West/Tradition

1. The required bid bond must be received in the City's Procurement Management Department within five (5) calendar days of the bid opening. A copy of the Bid Bond must be included in the Bid Submittal.

2. The following language from page 23, Section 2.8 Mowing, does NOT apply to this E-Bid: "Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike." This bid does not include these areas.

3. The following language from page 25 in Section 2.11 Areas of Service is corrected to read: "The area of service is defined in Section 2.4, Areas Involved, from RROW to RROW."

4. The following are all questions, with the applicable answers, that have been submitted as of March 24, 2016:

   Question 1: Will we be required to direct traffic for the mowing of the medians?

   Answer: The City has not required the direction of traffic up to this point, it is considered to be a moving MOT. Please reference the FDOT 600 index. Signage at either end of the work in progress is important and required.

   Question 2: Can you provide a previous bid tabulation for the project?

   Answer: The work in this bid is a portion of an existing contract that we are dividing, so there aren't any bid tabulations for them. You can find the current contract and all amendments on the City's website at: www.cityofpsl.com, then look on the right side under "Financial" and select "search contracts", in the Contract # box enter 20060116 and search. The original contract and all amendments are available there.

   Question 3: Do we send the $500 money order to the City? Do you need the bond uploaded before opening or can it be sent after opening?

   Answer: The $500.00 bid bond must be sent to Brenda Leo, Procurement Management Department, 121 SW Port St. Lucie Blvd., Bldg. A, Ste. 390 Port St. Lucie, FL 34984 within five (5) calendar days of the bid opening. A copy of the Bid Bond must be included in the Bid Submittal.

   Question 4: If the bid amount is less than $200,000 do you need a $500 bid bond?

   Answer: The $500.00 bid bond is required for all bids, and is unrelated to the bid amount. Please see section 2.3 of the bid specifications for additional information.

   Question 5: If the project currently done by an in house or outside vendor?

Answer: The tasks defined in the bid specifications are currently done by an outside vendor.

Question 6: Is there a budget for this project?

Answer: The estimate annual budget for this project is $275,000.00.

Question 7: Are trees included in bid up to 6 foot?

Answer: Per Section 2.9.1.2 of the bid specifications (page 24), "All plant material will be maintained up to 12 feet in height." This includes trees.

Question 8: Does the contract cover both sides of the roads or just the medians themselves?

Answer: The work is for the ROW to ROW, including all improved ponds and medians.

Note: The Bid opening date and time HAS NOT changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

ADDENDUM # 2
E-Bid #20160038
Addendum Date: 3/31/16
Median Mowing and Landscape Maintenance Services
St. Lucie West/Tradition

Please make the following changes to the bid document:

Page 37, Section XVIII, remove the following language since this project is a moving MOT and will not need MOT plans: ~~Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price.~~

Bid Submittal:
MOT Training Certification: The Bidder may submit confirmation of registration for a MOT training class instead of the Training Certification. Prior to award, the Contractor must have completed the MOT training and obtained Certification.

Note: The Bid opening date and time HAS NOT changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

ADDENDUM # 3
E-Bid #20160038
Addendum Date: 4/5/16
Median Mowing and Landscape Maintenance Services
St. Lucie West/Tradition

Please make the following changes to the bid document:

1. The Bid opening date and time has been changed to **Thursday, April 7, 2016 at 3:00 pm**.

2. Bid Addendum #4 will be issued with a revised E-Bid Excel Reply Spreadsheet. This will be the only form accepted unless directed in a future addenda.

NOTE: The Bid 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 #20160038
E-Bid Excel Reply Sheet
Median Mowing and Landscape Services
St. Lucie West/Tradition

Revised 4/5/16

Mowing and Landscape Services

Line #	Description	Location	# of Acres	Annual Frequency - Mowing and Landscape Services	Rate per Acre	Total Annual Cost
1	**St. Lucie West District**					
a	St. Lucie West Blvd.	Median -Bayshore Blvd. to I-95 (St. Augustine turf)	6	40	$0.00	$0.00
	St. Lucie West Blvd.	RROW - Bayshore Blvd. to I-95	12	36	$0.00	$0.00
b	Cashmere Blvd.	SLW Blvd. to traffic circle north and south Keep Port St. Lucie Beautiful sign (St. Augustine turf)	1	40	$0.00	$0.00
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	Peacock Blvd.	SLW Blvd & Peacock traffic circle and Keep PSL Beautiful	3	36	$0.00	$0.00
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4	Commerce Center Pkwy.	Glades Cut Off to median end	1.75	36	$0.00	$0.00
5	Tradition Pkwy.	West of I-95 to south Village Pkwy., include right-of-way	9.50	36	$0.00	$0.00
6	Village Pkwy North	Crosstown to Cherry Tree Dr.	4.50	36	$0.00	$0.00
	Village Pkwy North	Crosstown to Cherry Tree Dr. (St. Augustine turf)	1.00	40	$0.00	$0.00
7	Village Pkwy South	Tradition to Becker Rd., include partial right-of-way	30.25	36	$0.00	$0.00

E-Bid Excel Reply Sheet

Median Mowing and Landscape Services

Revised 4/5/16

St. Lucie West/Tradition

	Village Pkwy South	Tradition Pkwy south to Torrey Pines - median ROW - St. Augustine turf)	1.50	40	$0.00	$0.00
8	Village Pkwy (Back of Sidewalks)	Tradition to Becker Rd.	27.00	18	$0.00	$0.00
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10	Discovery Way	Community Blvd. to VGTI, include right-of way	4.00	36	$0.00	$0.00
11	**Total Acreage and Annual Cost - Mowing and Landscape Services**		**145.00**			**$0.00**

EDGING

Line #	Description	Location	# of Linear Feet	Annual Frequency - Edging	Rate per Linear Foot	Total Annual Cost
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	St. Lucie West Blvd.	Bayshore Blvd. to I-95				
	Cashmere Blvd.	SLW Blvd. to traffic circle north and Keep Port St. Lucie Beautiful sign				
	California Blvd.	First island north and south of SLW Boulevard				
	Peacock Blvd.	SLW Blvd. to Cashmere Blvd.				
	Heatherwood	Cashmere Blvd. to California Blvd.				
	Business Center Dr.	Peacock Blvd. west 300'				
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19	Discovery Way	Community Blvd. to VGTI, include right-of way	13,575	16	$0.00	$0.00

E-Bid Excel Reply Sheet

Median Mowing and Landscape Services

Revised 4/5/16 St. Lucie West/Tradition

20	Total Linear Feet and Annual Cost - Edging	346,064		$0.00
21	Total Annual Cost - Mowing, Landscape Services and Edging			$0.00

Notes:

1. All prices shall include MOT, if required and annual pruning of all landscape grasses.
2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13E
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Daniel Holbrook, Acting City Manager

FROM: John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending litigation in the matter of *City of Port St. Lucie, a Florida Municipal Corp. vs. Marketplace Port St. Lucie Limited Partnership*, Case No.: 2016CA000671

Submittal Date: 5/2/2016

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 Corp. vs. Marketplace Port St. Lucie Limited, Partnership, Case No.: 2016CA000671.

ANALYSIS: Section 286.011(8), Florida Statutes, requires that the request for an Attorney/Client Session be made at a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys on 5/2/2016.

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: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no attachments.

RECEIVED
MAY 03 2016
CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13F
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Daniel Holbrook, Acting City Manager

FROM: John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending litigation in the matter of *City of Port St. Lucie vs. Vaccine and Gene Therapy Institute*, Case No.: 2015-CA-000858

Submittal Date: 5/2/2016

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 vs. Vaccine and Gene Therapy Institute, Case No.: 2015-CA-000858.

ANALYSIS: Section 286.011(8), Florida Statutes, requires that the request for an Attorney/Client Session be made at a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys on 5/2/2016.

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: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no attachments.

RECEIVED
MAY 03 2016
CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL ITEM 13G
DATE 5/9/16

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13D
Meeting Date: 4-25-16

TO: MAYOR AND CITY COUNCIL

FROM: JEFF BREMER, CITY MANAGER / Acting City Manager
AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY
JOHN J. FUMERO, INTERIM CITY ATTORNEY

AGENDA ITEM: DISCUSSION: ISSUES AND PROCESS FOR REVIEW OF CITY CHARTER, AND HISTORICAL BACKGROUND OF 2002 CREATION OF A CHARTER REVIEW COMMITTEE

SUBMITTAL DATE: 4/22/2016

STRATEGIC PLAN LINK: Goal 2020 - High Performance City Organization

BACKGROUND: First and foremost, it is important to emphasize that a municipality's charter is akin to a state's constitution, and is therefore the paramount instrument that governs the municipality and provides the fundamental law under which the citizens of a municipality are served. A municipality cannot exist without a charter. A municipality's charter sets forth the jurisdictional boundaries of the municipality, its form of government, the size of its governing commission or council, and certain basic governmental processes. At the recent April 18, 2016 City Council Workshop, City Council directed Staff to place on the April 25, 2016 City Council Meeting Agenda an item concerning a review of the City Charter.

There is no statutory mandate that a municipality conduct a periodic review of its charter. The statutory section governing charter amendments only provides limited procedural direction on how to amend a municipality's charter. Section 166.031 of the Florida Statutes, entitled "Charter Amendments," provides that amendments to a municipality's charter may be proposed by a city council by ordinance or by a petition by the registered voters. The *proposed amendment may be to any part or to all* of a municipality's charter, and any charter amendments must be approved by the municipality's electors in a referendum. However, it should be noted that the only part of a charter that may not be amended is that section which describes a municipality's boundaries as changes to a city's boundaries must follow the governing statutory procedures. A copy of Section 166.031 of the Florida Statutes is being provided as Attachment "1" to this City Council Agenda Memorandum. This statutory provision concerning charter amendments shall only be "supplemental to the provisions of all other laws relating to the amendment of municipal charters and is not intended to diminish any substantive or procedural power vested in any municipality by present law." §166.031(3), Florida Statutes (2015). In other words, a municipality may amend its charter pursuant to a municipality's own procedures specifically set forth within its own charter so long as it does not conflict with any other laws relating to the amendment of municipal charters.

Further, there is no provision within the City Charter that requires a periodic review be conducted by a committee, City Staff, or otherwise. The City Charter only addresses the amendment process under Sections 16.01 and 16.02. According to said Sections 16.01 and 16.02, amendments may be made in accordance with state law and that a charter amendment shall only become upon effective ratification by a majority vote of the registered voters residing in the City who are voting upon the question of approval or disapproval of such a charter amendment at a general or special election. Copies of those specific sections of the City Charter, Section 16.01 and 16.02, are being provided as Composite Attachment "2" to this City Council Agenda Memorandum.

ANALYSIS: Accordingly, the threshold question for City Council to answer is if, and to what extent, there is a desire or need to conduct a review of the Charter. Thereafter, the City Council would need to determine if all sixteen (16) sections of the City Charter, or only specific sections should be examined. Once that initial question is answered, City Council must then provide direction as to whether City Council seeks review of the City Charter to be performed by either City Staff or by an advisory committee. There are no provisions within the City Charter that specifies how a review of the same shall be conducted. The direction provided on the above two issues concerning the scope and process of the review will then determine the timeframe and dedication of City resources that would be necessary to complete such a review so that it may be considered by City Council and, if approved, placed on a ballot for voter referendum.

To provide historical context regarding creation of a charter review committee, Section 2 of City Resolution 95-R48 established certain policies and procedures governing the appointment of members to ad hoc advisory committees. Attached to this City Council Agenda Memorandum as Attachment "3" is City Resolution 95-R48. The Port St. Lucie Charter Review Committee was among those enumerated as an ad hoc advisory committee that City Council has the power to create and convene. Section 2(a) of Resolution 95-R48 provides that ad hoc advisory committees created by City Council "shall function as special purpose committees assigned special tasks and, upon completion of the tasks, shall automatically dissolve." Section 2(b) further provides that the scope of the subject matter to be addressed by ad hoc committees and the time frame for completing the assigned task(s) are to be specifically determined by City Council by motion, and thereafter, the City Council "will direct the preparation of a resolution for further Council consideration setting forth the duties, functions and membership of the committee."

The most recent creation of a Charter Review Committee ("CRC") by the City Council occurred at the March 4, 2002 City Council Special Meeting. A copy of the Meeting Minutes from the March 4, 2002 City Council Special Meeting is being provided as Attachment "4" to this City Council Agenda Memorandum. The agenda for that March 4, 2002 Special City Council Meeting consisted of a discussion on the issues and parameters of a CRC's review of the City Charter, the establishment of operating procedures and bylaws for the CRC, and the selection process for committee members. City Council at that time created a CRC that was tasked with reviewing the entire City Charter and using, as a guide, the Seventh Edition of the Model City Charter prepared and published by the National Civic League.

The 2002 CRC was charged with making recommendations to the City Council regarding changes to the City Charter. To ensure that the CRC would be operating within the confines of the parameters established by the City Council, City Council at that Special Meeting unanimously passed a motion requiring that the bylaws and procedures governing the CRC would have to be approved by City Council. With respect to the selection process for committee members, City Council required that a minimum of twenty-one (21) applications

and resumés needed to be received by the City Clerk before City Council would actually start the selection process, review the applications, and then finally schedule a meeting for interviews before decisions on the appointment of committee members were made. Further, City Council at that Special Meeting unanimously passed a motion to appoint a CRC of seven (7) members with three (3) alternates to replace members in the event any of the selected seven resigned, and that the members of the CRC would serve a term of three (3) years. In addition, if the CRC's assigned task were to be completed before the end of the three-year term limit, then in accordance with the mandates regarding ad hoc committees contained in City Resolution 95-R48, the CRC would automatically dissolve.

The first meeting of the "2002 CRC" was held on May 23, 2002 in City Hall. The Committee Members were administered the Oath of Office, received from the City Attorney a primer on Florida's Government in the Sunshine Laws, and among other things set monthly meeting dates to be on the third Thursdays of each month beginning at 7:00 PM. A copy of the 2002 CRC Bylaws are being provided as Attachment "5" to this City Council Agenda Memorandum to provide a better understanding of how a CRC conducts its activities and governs itself in order to accomplish the task(s) assigned to it by City Council.

Approximately two years later, on May 20, 2004, the 2002 CRC held its last meeting. The 2002 CRC recommended twenty-two (22) amendments to the City Charter, which were eventually presented by the City Attorney to the City Council at its Summer Retreat held on July 21, 2004. The twenty-two recommended amendments were formally presented to City Council for consideration at the August 9, 2004 City Council Meeting with the City Attorney suggesting that the Charter in its entirety with the proposed amendments be submitted to the voters for consideration and approval by referendum.

Finally, on September 13, 2004, City Council duly passed and approved Ordinance 04-110, which served to authorize the submission of the proposed City Charter Amendments for placement on the November 4, 2004 ballot for consideration and approval by referendum. The City Charter amendments recommended by the 2002 CRC, and as approved by City Council, were approved by referendum in November 2004. Accordingly, the 2002 CRC's assigned task of reviewing the entire City Charter was completed within the 3-year term limitation and thus the 2002 CRC automatically dissolved.

Based on the above overview of the previous creation of a CRC in 2002, in the event City Council provides City Staff with direction on how City Council desires to proceed with the creation of a new CRC. Below is a bulleted list of items that City Council will need to consider relative to being able to proceed any further with conducting a review of the City Charter by a CRC or otherwise:

- The scope of review by City Staff or a CRC; and if by a CRC then:
  - The responsibilities of the CRC; and
  - The composition and selection of committee members; and
  - The conduct of the CRC meetings and their oversight; and
  - The duration or term limits of the CRC.

FINANCIAL INFORMATION: Committee Members will serve without any compensation. However, there are other costs associated with the creation of a CRC that are directly related to the conduct of their meetings and the additional demands that will be placed on City Staff time, especially in the event CRC meetings, which are public meetings, will be held monthly and during the evening hours.

LEGAL INFORMATION: Assuming the City Council chooses to undertake a charter review using the CRC process, then pursuant to City Resolution 95-R48, City Council has to follow the established policies governing the creation and appointment of members to a CRC. Section 3.11 of the City Charter provides that a City resident, except for an elected official, would be eligible to serve on a CRC. A copy of Section 3.11 of the City Charter is being provided as Attachment "6" to this City Council Agenda Memorandum. The creation of a CRC and determination of specific tasks and time frame shall be by motion of the City Council. On the other hand, the City Council can direct City Staff to undertake a charter review process.

Depending on the discussions that occur at the upcoming City Council meeting and the motions that are made and passed, a resolution setting forth the duties, functions and membership of the CRC may then be subsequently prepared for City Council consideration. Should City Council dictate a charter review by City Staff, then a resolution is not necessary and the process would be driven by any specific City Council direction.

STAFF RECOMMENDATION: N/A.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A presentation by the Interim City Attorney or City Manager may be made upon request.

REQUESTED MEETING DATE: 4/25/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: (1) Section 166.031, Florida Statutes (2015); (2) Sections 16.01 and 16.02, City Charter; (3) City Resolution 95-R48; (4) Minutes from March 4, 2002 City Council Special Meeting; (5) 2002 Bylaws of the Charter Review Committee; and (6) Section 3.11, City Charter.

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"1"

Select Year: 2015 Go

The 2015 Florida Statutes

Title XII	Chapter 166	View Entire Chapter
MUNICIPALITIES	MUNICIPALITIES	

166.031 Charter amendments.—

(1) The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.

(2) Upon adoption of an amendment to the charter of a municipality by a majority of the electors voting in a referendum upon such amendment, the governing body of said municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Department of State. All such amendments are effective on the date specified therein or as otherwise provided in the charter.

(3) A municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. This section shall be supplemental to the provisions of all other laws relating to the amendment of municipal charters and is not intended to diminish any substantive or procedural power vested in any municipality by present law. A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2).

(4) There shall be no restrictions by the municipality on any employee's or employee group's political activity, while not working, in any referendum changing employee rights.

(5) A municipality may, by unanimous vote of the governing body, abolish municipal departments provided for in the municipal charter and amend provisions or language out of the charter which has been judicially construed, either by judgment or by binding legal precedent from a decision of a court of last resort, to be contrary to either the State Constitution or Federal Constitution.

(6) Each municipality shall, by ordinance or charter provision, provide procedures for filling a vacancy in office caused by death, resignation, or removal from office. Such ordinance or charter provision shall also provide procedures for filling a vacancy in candidacy caused by death, withdrawal, or removal from the ballot of a qualified candidate following the end of the qualifying period which leaves fewer than two candidates for an office.

History.—s. 1, ch. 73-129; s. 1, ch. 86-95; s. 1, ch. 90-106; s. 43, ch. 90-315; s. 45, ch. 94-136.

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CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"2"

ARTICLE XVI. - CHARTER AMENDMENTS

Sec. 16.01. - Amendment procedure.

Amendments to this Charter may be made in accordance with the procedures established by state law.

(Adopted by electorate, 11-2-76; Amendment adopted by electorate, 9-4-84)

Sec. 16.02. - Referendum.

Any subsequent charter or charter amendment shall become effective upon its ratification by a majority vote of the registered voters residing in the City of Port St. Lucie, Florida, voting upon the question of the approval or disapproval of such charter or charter amendment at the next general election or a special election to be called by the city council not less than thirty (30) days nor more than ninety (90) days after the submission of such charter or charter amendment to the city council.

(Adopted by electorate, 11-2-76; Amendment adopted by electorate, 9-4-84)

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"3"

COUNCIL ITEM 11B
DATE 8/28/95

RESOLUTION 95-R48

A RESOLUTION ESTABLISHING CITY COUNCIL POLICY WITH REGARD TO CITY BOARDS, COMMITTEES AND ADVISORY COMMITTEES; PROVIDING PROCESS FOR REVIEW AND APPROVAL OF APPLICATION FOR MEMBERSHIP ON VARIOUS BOARDS; PROVIDING FOR THE REPEAL OF RESOLUTION 93-R16, AS AMENDED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has established, pursuant to City Charter, City Code and state law, various boards, committees and advisory committees; and

WHEREAS, the City Council has determined it necessary to establish a policy governing the procedure for filling vacancies on these boards and committees as they occur.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. The City Council of the City of Port St. Lucie hereby establishes as its policy the following procedure governing the appointment of members to fill, from time to time, vacancies on the Port St. Lucie Planning & Zoning Board, the Port St. Lucie Contractors Examining Board, the Port St. Lucie Board of Adjustments and Appeals as established by the Standard Building Code and the Port St. Lucie Code Enforcement Board:

(a) As a vacancy occurs, the City Clerk shall determine if the individual presently serving is eligible and willing to continue to serve and, if so, shall so advise the City Council. The Council may thereupon re-appoint that individual for another term or direct the City Clerk to proceed to advertise a vacancy and review of applicants as provided below.

(b) As a vacancy occurs, unless filled by re-appointment of the

cc: Committees & Boards
File 1

incumbent, the City Clerk shall advertise the vacancy and that applications for the vacant position are now being accepted. Where applicable, said advertisement shall set forth the qualifications required for the position. The advertisement shall establish a deadline for acceptance of applications. The deadline, may, however, be extended upon the determination by the respective board or commission or by the City Council that there has been an insufficient response to the advertisement.

(c) The respective boards or commissions shall review the resumes of the applicants and interview the applicants. The City Clerk, working with the respective board and committee chairpersons, shall develop standardized interview questions which shall be proposed to each of the applicants during the interview. The standard interview questions shall be tailored to the purpose of each board. Detailed minutes of the interview process shall be maintained and forwarded to the City Council. The board or committee shall submit a list to the City Council of all applicants applying for the position and shall provide the City Council with a copy of all resumes received.

(d) The City Council shall review the information received and make the final determination of appointment or, in the alternative, determine the opening should be re-advertised for further applications in which case the review process by the respective board or committee will be initiated as to the new applicants.

Section 2. (a) The City Council of the City of Port St. Lucie hereby establishes as its policy the following procedure governing the appointment of members to ad hoc advisory committees. These ad hoc advisory committees, consisting of the Port St. Lucie Finance Advisory Committee, the Port St. Lucie Charter Review Committee and such other ad hoc advisory committees as the Council shall create, shall function as special purpose committees assigned special tasks and, upon completion of the tasks, shall automatically dissolve.

(b) The City Council shall, by motion, determine the specific task and time frame for the advisory committee and, unless the Council determines otherwise, thereafter each councilman shall appoint a resident from that councilman's district and the Mayor shall appoint a resident at large to serve on the committee. Thereafter the Council will direct the preparation of a resolution for further Council consideration setting forth the duties, functions and membership of the committee.

Section 3. No individual shall be permitted to be appointed or to serve as a member of more than one committee established pursuant to the Charter or Code of Ordinances of the City of Port St. Lucie or the State of Florida. Said committees, including but not limited to, the Planning & Zoning Board, the Code Enforcement Board, the Parks & Recreation Committee, the Charter Review Committee, the Finance Committee, the Contractors Examining Board, the Construction Board of Adjustment and Appeals, the Civil Service Appeals Board, the

Municipal Police Officers Retirement Trust Fund Board or the Election Districting Commission. Nothing herein shall prevent any individual from serving on any such city committee while simultaneously serving on any board or committee created by another governmental jurisdiction or entity.

Section 4. That City of Port St. Lucie Resolution 93-R16 be and the same is hereby repealed.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 28th day of AUGUST, 1995.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Robert E. Minsky, Mayor

CITY OF PORT ST. LUCIE CORPORATE SEAL 1961 FLORIDA

ATTEST: _____
Sandra K. Johnson, City Clerk

APPROVED AS TO FORM: _____
Roger G. Orr, City Attorney

MEMORANDUM

TO: DONALD B. COOPER, CITY MANAGER

FROM: ROGER G. ORR, CITY ATTORNEY

DATE: AUGUST 23, 1995

SUBJECT: CITY BOARDS AND COMMITTEES

Attached is a resolution I have drafted pursuant to the Council's direction pertaining to the city's boards and committees.

This resolution does not expressly name the Economic Growth Team as one of the city's boards or committees. I am of the opinion that the Economic Growth Team falls under the provisions of Section 2 as it pertains to ad hoc committees. That section provides that the Council should direct preparation of a resolution setting forth the duties, functions and membership of the committee. It is my recommendation that I be authorized to proceed with the drafting of such a resolution for consideration by the Council. I would, however, like to work with one of the council members in the preparation of that resolution in that I am as yet unclear in my own mind as to how the duties and functions and memberships should be defined. With that comment, I would request that in the consideration of this resolution the Council give direction and authorization to work with one of the council members in drafting the Economic Growth Team resolution.

Please advise if further information is required in this regard.

RGO:bb
Attach.
cc: Sandra K. Johnson, City Clerk

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"4"

SP030402

CITY OF PORT ST. LUCIE
CITY COUNCIL SPECIAL MEETING MINUTES
MARCH 4, 2002

A Special Meeting of the CITY COUNCIL of the CITY OF PORT ST. LUCIE was called to order by Mayor Minsky on March 4, 2002, at 5:00 p.m., at PORT ST. LUCIE CITY HALL, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. **CALL TO ORDER**

2. **ROLL CALL**

Council Members Present:	Mayor Robert E. Minsky Vice Mayor James E. Anderson Councilwoman Patricia P. Christensen Councilman John M. Kelly, Sr. Councilman Glenn H. Magrane
Others Present:	Roger G. Orr, City Attorney Bonnie S. Dyga, Assistant City Manager Sandra K. Johnson, City Clerk Laura M. Tufts, Secretary, City Clerk's Office
Press:	Port St. Lucie News Port St. Lucie Tribune

3. **DISCUSSION OF ISSUES AND PARAMETERS FOR CHARTER REVIEW COMMITTEE**

Mayor Minsky stated, "We received a request to have a Charter Review Committee. We have had one in the past. I can't say that there aren't some things in the City Charter that shouldn't be reviewed. Being that we just had the census and a lot of things change every 10 years, I don't see any reason why we shouldn't put one together and have them review the charter and come back with recommendations to the Council. What exactly do we want them to do? Do we want to give them a time frame? Do we want to restrict it to certain areas? Do we want to open the whole thing? I know that there is one item that we already had a little problem with. That was on the redistricting. There's some ambiguity. I know that's one thing that we need to have

addressed. Councilwoman Christensen has one item that she thinks should be addressed. Do we just go ahead and throw the whole thing open? Do we say, 'Just look at the whole thing and come back with your recommendations?' Or should we be specific?" Councilman Kelly stated, "I think the first thing that we should do is compare our City Charter with the Model City Charter, 7th Edition of the National League. The 8th Edition isn't going to be out until next year. I think most of it is language. The City Charter pretty much has to go along with State statutes. I think the first thing they should do is review it with the language of the newest League of Cities Model Charter. That was the way it was done when we first got the Charter. It's based upon that. Isn't it, Ms. Dyga?" Ms. Dyga replied in the affirmative. Councilman Kelly continued, "But it's based on one that's maybe 40 or 50 years old. I think that's the first thing they should do. If they have recommendations on other changes, let them open it up and do it. We can have our own recommendations that we would like them to review. This is the staple that we should use."

Mayor Minsky said, "Because of the fact that some City Charters have to conform to State law, I wonder if we shouldn't contact the Florida League of Cities to see if they have something compatible. I think it would be a lot easier to work with one that's already a Model Charter. I can't believe the Florida League wouldn't have it. I think it would make more sense to use one that's already operating under Florida law as opposed to getting one that might be somewhere else. There might be some aspects of it that aren't compatible." Councilman Kelly pointed out, "They do. I mixed words. We will use the Florida League of Cities Model Charter." Mayor Minsky requested the City Clerk to check with the Florida League of Cities to see if they have a model charter that is compatible to what the National League of Cities puts out. The City Clerk stated, "I believe the Florida Model Charter is what we did use. I still have a copy of the old one. Florida does have one." Mayor Minsky said, "I would like to make that available to whoever sits on the Board. I am sure that it is something they would want to look at and compare to what we have today and to what the majority of the State might be using." Councilman Magrane said, "I think that's a great idea. We may not have to reinvent the wheel, so to speak. I would certainly like to see what other cities in the State of Florida do." Mayor Minsky said, "I would like to see it myself."

Vice Mayor Anderson stated, "I, for one, would like to leave one area of the Charter intact and not charge this group. That is the aspect of the Mayor and the City Council, and the City

Management form of government. I don't feel that the City of Port St. Lucie should have a strong Mayor. I don't know what the rest of the Council feels. I feel the City Manager form of government with the Mayor and the Council setting the priorities for the City and setting down how the City shall be run, keeps the Council and the separation of powers in an easier position. I am going to make a **motion** that we leave the Mayor and the Council as is and not part of this charter review." Councilman Kelly **seconded** the motion.

Mayor Minsky stated, "If that's the consensus of the Board, I have no problem with it either way. I would like to say that it has always been my opinion that a form of government is only as good as the people that are in it. It doesn't make a difference what form it is. I think in every example of every form of government that we look at, there is good and bad. It's basically decided by the quality of the people that are in it. I, myself, agree with you on that. It's just that I don't know that if we start restricting it, whether or not we are being fair to the people that are going to review this. We can always reject any recommendation that comes from them. If we are going to put them together and ask them to go ahead and review the charter, they may decide to go ahead and leave it alone themselves. I just don't know whether we should be taking the option away from them before they have even had a chance to look at it." Vice Mayor Anderson said, "That has come up in the past. Once a committee does make recommendations, we are criticized for not accepting all of the recommendations. I think it would be prudent for us to be right up-front that this is one section of the charter that this Council doesn't want to change. I don't want to have this argument after we have asked these people to review the charter. They may come back with a recommendation for a strong Mayor form of government and then we turn it down. I think that if we are right up-front about not being in favor of that form of government, we are alleviating ourselves of having that argument in the future."

Councilwoman Christensen said, "I agree with Vice Mayor Anderson. I, too, am not in favor of a strong Mayor form of government. But I have to agree with you, Mayor Minsky. We will be appointing members from the community. And we would hope that they are level-headed, fair individuals that are going to look at this as a whole and make the recommendations that are best for the City. I agree with you that we don't have to accept those recommendations when they come before us. Also, we have to remember that even if a majority of the Council approves those recommendations, they still have to be approved by the voters. I

think if the voting community, which unfortunately is not a majority of our population, wants to go that way then. . . . But to restrict them right now, I have to agree with you. I don't think it's fair to put those kinds of restrictions on them. I would hope that as part of the process of reviewing, they would look at the pros and cons of a strong Mayor form of government versus the form of government we have. I think if they were to do that, they will see that the form of government that we have, for the type of City that we have, is the best way to go."

Mayor Minsky said, "I don't think the City has done too badly with the type of government we have. When something is going well, I am not very anxious to change it. To me, the principle of the thing is whether we have the right to deny the people the right to take a look at this charter and to make a change if they so choose. It gives me a little bit of a problem not allowing them to look at it." Councilman Kelly stated, "I agree with Vice Mayor Anderson. But we are in the month of March right now. To get this on a referendum for the next election, we would have to get going pretty quickly, get concise and get this thing going. You get into changing the form of government when you are looking at a strong Mayor. They should be looking at the language in the charter. It hasn't been changed in 40 years. I think going to a strong Mayor and having a debate over that is going to overshadow changing the charter. It's going to take a lot of time away. There are some advocates for that right now. I don't think we are ready. I think the City is too small for that type of government. They can always do that two years from now. Right now, I would like to look at the charter. If we are going to get it on a referendum, we need to look at all the language and the problems that we have with the redistricting and a couple of other things. Other than that, to get into a big confrontation about strong Mayor versus the form of government we have, that's changing the whole form of government we have in the City. I just want to look at the charter."

Councilwoman Christensen stated, "I am questioning what the whole rush is. I wasn't aware that we were trying to get any changes on the ballot for this November. I was under the impression that we were appointing this committee somewhere in the near future, and that we weren't telling them that they had to come back and make their recommendations for changes before the November election. I thought this was something that we were going to give them enough time to realistically look at and give a fair analysis to, without rushing into something and coming back with recommendations that are going to cause chaos." Councilman Kelly said, "The last time we spoke about this, we

had dates. We asked Mr. Cooper when we had to be done with this. The premise at that time was to try to get it on this ballot, which I don't think we can do." Councilwoman Christensen said, "We don't even know who the members of this committee are going to be. How do we know what their recommendations are going to be? If you are going to restrict them, then you are taking away 90% of what they're being appointed to do. I went through this whole charter and I didn't see anything that I wanted to change other than the redistricting matter, which we need to clear up so we don't repeat what we just went through this year, and this height restriction that's under planning for Section 12.06. Why we have a height restriction for buildings in our charter when that's a planning matter is beyond me. There is nothing in this charter that I think needs to be changed."

Mayor Minsky said, "I want to point out that on referendum issues, you can only address one particular item for each vote. You can't put a laundry list on the ballot for one single vote. Each item that you want to change has to be its own separate referendum issue. What they have found a lot of times is that it causes a problem if you have something you want to change and you say, 'Yes. I want that changed.' But then when the vote comes out, they don't vote the new one in. It kind of leaves you hanging. Sometimes you have to set things up in a normal progression. First you vote on whether or not you want that change. Then you have to vote on actually changing what was in the referendum. Sometimes it gets a little complicated. That's why I think that they need enough time to be able to look at this carefully. They are probably going to ask for advice from the attorney's office. I feel that either you trust a process or you don't. If you trust a process, then you have to let them do whatever it is they want to do. Let them look at whatever they want to look at. Otherwise, we are saying we don't trust the process unless we can control the outcome. I don't feel comfortable doing that."

Councilman Magrane said, "I concur with Councilwoman Christensen. I didn't know we were under any specific time frame. I don't want this to be a rush job. If we are going to do this, I want the people to do it right. I agree with Councilman Kelly. It is my understanding that because this charter is over 40 years of age, there are things in there that shouldn't be in there." Mayor Minsky stated that it is not 40 years of age. Councilman Magrane said, "The City is 40 years old." Mayor Minsky said, "But if you take a look, there are some changes that were made in 1990." Councilman Magrane said, "Thank you. Let me finish. If I am wrong with a few years, I apologize.

There are some issues in here that need to be updated. What I wanted this committee to do was go over each line, each phrase, step by step, and see what can be updated, omitted and deleted. There is no doubt in my mind that all the attention would go to the strong Mayor/weak Mayor system. This will become a political football. I have seen enough politics going on in this City the last couple of years, and I am not ready to see any more of that going on. I would like to deal with the charter itself and not a major issue like this." Mayor Minsky stated, "That is part of the charter." Councilman Magrane said, "Then I am going to have to concur with Vice Mayor Anderson. As far as form of government goes, I don't think that should be touched. I am happy with it. I would like to see them change other parts of it. I don't see where that needs to be touched."

Mayor Minsky stated, "We had a motion and a second on that. The issue is whether or not the form of government should be addressed by the Charter Review Committee." Councilman Kelly stated, "Before I can vote now, I have a completely different consensus from this Council. I might withdraw my second. I was under the impression from the last time this Council met, that we were going to try and put this on the referendum this year. That was my concern. That's why I didn't want to get into the strong Mayor/weak Mayor thing. If we are not going to put it on the referendum this year, then time is not of the essence. I would like to know what the consensus is before we vote. It's kind of out of the ordinary, but that's what my vote was going to based on." Mayor Minsky said, "Let's say we go ahead and put this Charter Review Committee together, and a month after they start meeting they come forward with a recommendation in time to go on the ballot. We can go ahead and take that. Depending on how we set it up, they are liable to be meeting over a period of years; and they are liable to address this provision by provision. As they come to one that they think should be changed, they can address it at that time. Then they can put it on for the next election. There is nothing to say that they have to have their whole report here at one time, which I think would be a little bit too far fetched. I think as they start reading this, they are going to find out that there are a lot of complexities in here that they want to address and make themselves sure of. I feel they can bring something forward in time for this election, if they choose to do so. Or, they can bring it up for the next one, however they choose to operate."

Councilwoman Christensen asked, "After we appoint this committee, couldn't we ask them to look at the things that we feel are important right now? Such as the redistricting issue.

Can't we ask them to review those issues and make the recommended changes? After those particular issues are resolved and taken care of, then they can start looking at the charter." Mayor Minsky said, "This meeting is to see if we want to say, 'We would like you to draw attention to these issues first, and then take the rest of it in time.' That's why we are here, to make that kind of decision." Councilwoman Christensen said, "I understand that the other Council members' concerns are that. . . . Again, we don't know who is going to sit on this committee. But if all of a sudden they jump in and say, 'Well, let's look at this strong Mayor/weak Mayor form of government thing,' I think at that point it is going to be rushed through. There isn't going to be enough time to educate the voting public, one way or another. I can see on that particular issue, if it ever goes to a referendum, that you are going to have a bigger campaign for that than you would for Governor. It's going to be a major issue. If we can say, 'Look at our laundry list first,' or 'We will not consider any changes to the charter in regards to the form of government until 2004.' Maybe the rest of the Council would feel more comfortable with that. That way, it would give the Charter Review Committee enough time to review that issue, because that is a very big issue. I know I personally would not consider putting it on the ballot if they did come for this particular election. Not when you have all five of us up for election at the same time."

Mayor Minsky stated, "Right now, I have a motion. We have to clear that, as to whether or not we want to isolate that one item out of the purview of the Charter Review Committee." Councilman Magrane said, "Maybe what we need to do first is determine how long we want this Charter Review Committee to go on and find their information. If I understand you correctly, you said, 'Who knows? This might take three or four years.' When you make a statement like that, I can understand where you might be coming from. Who knows? This City might look different four years from now. With that being said, I think I can be open-minded to let them look at the charter in all aspects, if we are looking four years down the road. I thought it was going to be a long process. But if we are going to try and bang it in by next fall, no, I just couldn't deal with that." Mayor Minsky said, "Well, like the redistricting part of it, we won't have to worry about that for at least eight years. There really is no rush to get that particular thing done. As far as the height restriction goes, that's something that is applicable today. It's been applicable for a long time. The question is, does it really belong in the charter? Is that something that should be controlled by something else? There are some things that I think

we should expedite. I still feel, just to satisfy the public's concern as to whether or not this charter is the best charter that we can have on the spot, I am in favor of letting them look at everything and then we can consider their recommendations. Then we just decide whether we are going to accept them or not."

Councilman Magrane asked, "Should there be a motion made to put in some type of time frame? Should we decide that first before we make any other decisions?" Councilman Kelly said, "If there is no time restriction, I don't have a problem with looking at everything. Again, I thought there was going to be a time restriction." Mayor Minsky said, "I still have to clear this other motion off the floor." Vice Mayor Anderson said, "If we open this wide up, then what we are allowing is this Charter Review Committee to look at this issue of the strong Mayor, versus the City Manager form of government that we have. And they can come back to us to recommend that it be put on the referendum this fall. They can take that up as a first item. What I am saying by this motion, and Councilwoman Christensen also said it, she didn't want this to be an election issue in this forum. If we are opening this up, then we are saying to the Charter Review Committee, 'It's wide open to do anything you want for this referendum.'"

Councilwoman Christensen stated, "We, as a Council, could decide, 'Yes, we will put it on the ballot. But we are not going to put it on the ballot until 2004.'" Vice Mayor Anderson said, "And then it makes us look like we aren't doing our jobs. I am just trying to avoid the argument now." Councilwoman Christensen said, "There's also the argument of restriction." Mayor Minsky said, "Restricting their ability to look at the charter is in the same vein as whether we are doing our job by saying, 'You can look at this because we don't like it. But we don't want you to look at this because we feel strongly about it.' At a certain point, I think we have to trust the system." Vice Mayor Anderson said, "I have trusted the system. I trust the system very well. What I am looking at is not changing the form of the government of the City of Port St. Lucie. I trust the system that has been here. It has worked for many years." Mayor Minsky stated, "I wouldn't vote to change it. But I don't know whether that's enough reason for me to say that other people shouldn't have the right to express their opinions or to even vote on it if they so choose."

Councilman Kelly said, "Having heard everybody, knowing that we are not going to be under a restriction and we haven't set it and we haven't set some parameters, I am going to **withdraw** my

second. Maybe we can revisit this before the end of the meeting, when we know what our parameters are going to be. I am concerned that we don't have enough time to finish this before we can put it on this fall's election. I am just going to wait and see. I was under the impression that we were going to try and get this done, and that particular issue would hinder us from having it done."

Councilwoman Christensen asked the City Clerk by what date they have to have this on the ballot. Mayor Minsky said, "I think Gertrude has said she has to have it in her office, in printable form, 45 days prior to the ballot." The City Clerk said, "Correct. The statutes require me to have a legal ad run 30 days prior, in the third and fifth week prior. It depends on whether or not you have to do an ordinance, as far as the back dating prior to my advertisement. I am not sure if the City Attorney would require an ordinance to place anything on the ballot coming from Council. You have a first and second reading; that's approximately one month. Add onto that 30 days. That's two month's prior to. . . ." Councilwoman Christensen interjected, "So, basically, if it were going to go on the November ballot, we would need it by September 5." Mayor Minsky said, "Remember, the language first has to be submitted to the Legal Department. They have to go through it and make sure it is legally sufficient." Councilwoman Christensen asked, "The September election is which date?" The City Clerk said, "According to our charter, you cannot have an ordinance passed any more then 90 days prior to that election. The earliest you could do an ordinance would be in August. The latest would be in September." Councilwoman Christensen asked, "So we would need a report by the Charter Review Committee by July 30, for us to even put it on the ballot for November?" The City Clerk replied in the affirmative.

Councilwoman Christensen said, "We could always direct the Charter Review Committee to keep reviewing the charter and not give us the first report until after that date. Then it takes the monkey off our backs for this election completely." Councilman Magrane stated, "I was thinking about maybe going another way, since there is no rush for us to do this. What if there were some type of motion made that any recommendations made by the Charter Review Committee would not be put on until the 2004 ballot? They can do their due diligence between now and then. By September 2004, those changes could be made to put on the ballot by then. That would certainly not make this a political issue at changes. And that would give this committee time to look at the City. Is it changing? Is it not changing?

What suits its needs best. As I have heard the Mayor say, 'Allow for input.'" Mayor Minsky said, "Maybe the first thing we ought to address is how long we want this committee to stay in effect. Do we want to put a time limit on them being in effect?"

Councilwoman Christensen stated, "I don't know that we want to restrict how long they are in effect, because you don't know how long it's really going to take them to review the charter. If they are only going to meet monthly like all our other committees do. . . . We haven't even appointed them. We are not going to appoint them until when? The first part of April?" The City Clerk stated, "The press release is out. We have four applicants. The announcement closes March 15. After that, we can bring it to the Council. You will want to put it on the agenda. You will want to interview. You may just want to go by the resumes or appoint everybody. Whatever method you want to use. That will bring you down the line much further." Mayor Minsky said, "It is unlikely that we will have a Board in place before the middle of April." Councilwoman Christensen said, "Right. So we are already into the middle of April by the time they even start reviewing this. Mr. Orr is going to have to meet with the group and give them their Sunshine Law talk, and all the initial orientation that all the other Boards and Committees get. So you're looking at probably the May or June meeting before they even start tackling this. There is no way that they would be able to come to us with any real recommendations or changes before November. If they did, I would have a concern that they were starting to rush things."

Mayor Minsky said, "Getting the committee in place, with the time frames and the complexities of the issues, is going to decide whether or not we will have anything on the next ballot. Why put a restriction for something that's more than likely not going to happen? And if they do bring something in front of us, if we don't like it, we send it back or we question it. Regardless, I doubt very seriously, even if everything went like clockwork, that we would have something ready to put on for this election. But if it comes up and we are satisfied with the content of it, and satisfied with the way it is, fine. We can discuss it at that time and make that decision. I think we ought to just let the process work itself out." Councilman Kelly said, "I am going to agree with you. I agree with what everybody has said so far, too. Just let it work itself out. If they bring something back that we think is ready, fine. I have to agree with Councilman Magrane and Councilwoman Christensen. I don't think you are going to have a Charter Committee ready even by the end of May. We only have five applicants right now. Most of

them are the usual suspects. I am looking for seven professional, diversified people." Mayor Minsky asked if they had decided on seven. Councilman Kelly replied in the affirmative. Councilwoman Christensen stated, "I would hope that we would have at least a pool of 20 or more applicants to look at. I, for one, will not just appoint seven if that's all we have. I want a good selection."

Councilwoman Christensen continued, "I would make a motion that we have at least a minimum of 21 applications. We advertised for 30 days or more for a Redistricting Committee and we ended up with exactly 10 applications. We had to take those 10 applicants and appoint them. As Councilman Kelly said, he just glanced at the four that we received and they are the same people that have applied or have sat on other committees. I was really looking for some new and innovative thinkers that have not been involved with the City before, and that want to get involved in something. This is an important committee to sit on for the City." Councilman Magrane said, "I would like to know if you would include this in your motion. It may be a little unpopular, but speaking of the usual suspects, and speaking of new and innovative thinkers, we have close to 100,000 people in this City; I would really hope that we could get some more interested citizens. I know they are out there. There are some real good people that would like to get involved. I would like to see a motion made that this new Charter Review Committee is comprised of people that are not currently serving on a Board or a Committee." Mayor Minsky stated, "They can't be. The City has a restriction on having people serve on more than one Board. That would take care of itself."

Councilman Kelly said, "There was a little gray area last time. Like the Riverwalk Committee, it is not a sanctioned Board of the City. I don't think they should be associated with any Board." Vice Mayor Anderson said, "Then you are eliminating too many people in the City. If people volunteer to sit on Boards that are not affiliated with the City, then you are eliminating people who want to volunteer." Councilwoman Christensen stated, "I can understand where Councilman Magrane is going with this. I agree with you. But if all of the sudden we are going to say, 'You can't apply,' then we are discriminating against some of the residents of our community who like to be involved in our community. We don't have to accept them. But to say, 'You have been on a committee with us before. You are involved in the City. We don't want your application. Don't apply,' that's bordering on discrimination and I couldn't support that. I still believe that when we review the applicants, we will know who we

want to appoint based on who they are and what information they have given us on their resumes." Mayor Minsky stated, "I think a logical criteria would be how long they have lived in the City, are they voters in the City, and stuff like that. We each have our own criteria as far as whether we think somebody would be eligible to sit on that Board or not. When we go through it, that's when it will come into play. I don't think we can actually come up with established rules as to who can apply or who can't apply."

Councilwoman Christensen stated, "I will tell you one group that I would not even consider, and there are a good number of them out in the audience, and that is anybody that's a candidate for office in November. Councilman Magrane, I understand where you are going, but I can't make that part of my motion. In reviewing those applications, I know the criteria I am looking for when I make my recommendations for those members." Councilman Magrane said, "I did ask Council for extended time because I did want more participants for the Redistricting. . . ." Councilwoman Christensen interjected, "I think because we have only gotten four up to this point and we are only 11 days away. . . ." Councilman Magrane interjected, "We opened the floor for this. We don't have that many people that apply. We look at the usual suspects and we go, 'We know these usual suspects,' and we put them on. So, here we go again."

Mayor Minsky stated, "Let's see if we can get some consensus and get this thing going. Do we have an agreement that we are not going to put a time frame on the Board to operate?" Councilwoman Christensen replied in the affirmative. Mayor Minsky said, "We will go with the consensus that there will not be a time frame. We are not going to say, 'You have to turn in a report by a certain date.'" Councilman Kelly asked the City Attorney if they needed motions or just a consensus. The City Attorney stated, "You are setting up the parameters of the Committee. I think you would best be served to make a motion on these so that the Council direction is very clear."

Mayor Minsky asked, "Is there a motion to the effect that we are not going to put a definite period of time for this Board to sit?" Councilwoman Christensen stated, "**So moved.**" Councilman Magrane **seconded** the motion. The City Clerk restated the motion as follows: The Council is not setting a specific time frame for this Board to sit. The **motion passed unanimously** by roll call vote.

Mayor Minsky inquired, "Can we have some consensus as far as how many applicants we want to have before we sit down and start going through them? Do you want to set a minimum number?" Councilwoman Christensen said, "I don't want 10 and then have to take 7 out of 10." Mayor Minsky said, "I would feel comfortable with saying that if we want to put seven people on the Board, go no less than twice that many applicants. But it's whatever you feel comfortable with. I don't know if we are going to have a hard time getting applications or not." Councilman Magrane said, "We shouldn't have a hard time if there isn't a time frame." Councilman Kelly inquired, "With 100,000 people, we can't get 20 people?"

Councilwoman Christensen stated, "I **move** that we consider applicants upon the receipt of 21 applications and resumes." Councilman Kelly **seconded** the motion. The City Clerk restated the motion as follows: The Council will consider applicants upon the receipt of 21 applications and resumes. The **motion passed unanimously** by roll call vote.

Vice Mayor Anderson stated, "I **move** that the Committee consist of seven members." Councilwoman Christensen **seconded** the motion. The City Clerk restated the motion as follows: This Committee will consist of seven members. The **motion passed unanimously** by roll call vote.

Mayor Minsky asked, "Would the Council like to put any kind of a restriction as far as residency in the City to be on this Board?" The City Clerk stated, "I have a press release that does have some parameters in it. It does state that they must be a City resident and shall not be employed or appointed by the City in another capacity, and they will serve on a voluntary basis." Councilwoman Christensen said, "I would think that if we are going to have any other additional requirements, we would at least look at what the minimum requirement is to run for City Council." Vice Mayor Anderson said, "I think if they are a registered voter in the City and a legal resident, they should be eligible to sit on this committee." The City Attorney stated, "I would like to point out that in the Charter we are reviewing, Section 3.11 says that any resident of the City is eligible to serve on such committees. That's the language dealing with Advisory Committees. It's exactly as Vice Mayor Anderson just said. I certainly think as you go through reviewing the applications themselves, you as a Council can place weight on the applications based upon the qualifications, which might include how long they have been a resident of the City." Mayor Minsky said, "Not only that, it also says that they will have to

establish their own rules and procedures." The City Attorney said, "That's correct. Once they have established them, they are generally brought back to the City Council for approval. They will have to deal with setting up their own internal rules and procedures. That doesn't mean the Council is not empowered to establish the function and purpose of the Committee."

Mayor Minsky said, "So, actually, we could have somebody sitting on this panel who has been a resident for only two months. As long as they have established residency they are qualified, even though they can't vote. I would hope that the Review Committee would at least say that they have the minimum qualification of somebody who is eligible to vote. It seems to me, somebody sitting on a panel like this who is not eligible to vote in the City, shouldn't be sitting here making these kinds of recommendations." Councilwoman Christensen stated, "I guess that's one of our little laundry list of things we can give them to look at." The City Attorney stated, "You have already put yourself in the position to deal with a lot of those issues by requiring 21 applicants before you are going to establish the Committee. It gives you an opportunity to look at the qualifications of more than just the bare minimum." Councilwoman Christensen said, "Something else that I am concerned about is that when we look at the resumes and applications, we also get a fair representation of the City. In the past, we have had some Committees that have been lopsided, because they have all resided, or a majority of them have resided, in one section of the City versus another. I don't know if it's something we can restrict or require as part of this, that there be at least one member from each District. Not that we would appoint that member or anything, but there should be at least one from each District so that we have some form of representation from each area of the City."

Vice Mayor Anderson stated, "I have a little problem with that. It can have a good side and a bad side. If we try to pick one from each District, we may get a group of people who all have one thing in common just because they are from each separate District, and you are not getting a fair. . . . Just because they live in different areas of the City doesn't mean that they are going to look at the Charter in different ways. I would rather see people who have different ideas look at the Charter, not because they are from one location or the other. We are getting into these things where we want to look and see if they are eligible to hold office. That's not what we are asking them to do. We are not asking them here to make decisions. I think we are getting way too restrictive. If we are getting a pool of 21,

each one of us has the option to interview, to read the resumes and to make our selections. I would hope that we get a group of seven people out of these 21 that have different ideas, not just because they are from five different locations in the City. They may be from five different locations and have the same idea. That's not what I am looking for."

Mayor Minsky stated, "After listening to what Vice Mayor Anderson had to say, I have to change my first thought. This Charter really is not location specific. There is hardly anything in here that would be preferential to one particular District. It really is addressing the whole City and really doesn't favor one District or another." Councilwoman Christensen said, "I wasn't referring to that. But I do recall in the past that there was a Committee that a majority of the Board came from the Sandpiper Bay area. There were a lot of accusations made that that group was recommending things because of where they were from, and that they wanted things a certain way because they were going to benefit from them. I think it was back in the late 80's. It was one of the committees we don't have right now. I can't remember which one it was. There were some accusations made at one time, and I was just looking at some way of trying to avoid that happening in the future. I didn't realize that living here in the City for one year and being a registered voter was a heavy restriction. I agree with the Mayor. I would be concerned with having somebody want to be on this Board or be appointed to this Board that's only been here two or three months. They won't understand the history behind a lot of what's happened here in the City." Mayor Minsky stated, "It's apparent that when we go through the screening process, a lot of these personal preferences will probably come into play. That being the case, there is no sense restricting ourselves by trying to get. . . ." Vice Mayor Anderson interjected, "Right now, I agree 100%."

4. ESTABLISH OPERATING PROCEDURES (BYLAWS)

Mayor Minsky stated, "As far as the operating procedures and bylaws, according to the Charter, they will be setting up their own. Mr. Orr, would we have any kind of overview authority to look at those bylaws? Does it mean that they don't have to come back to us for anything else?" The City Attorney stated, "It would be my recommendation to the Committee that they present their rules to the Council for the Council to sign off on. Other committees do that, pursuant to the Charter and the City's Code." Mayor Minsky asked, "So that's consistent with the Charter?" The City Attorney replied, "In my opinion, it is. I

would certainly encourage them to do that, so they have a comfort zone that they are operating within the duties that the Council wants them to operate within." Mayor Minsky asked, "Being that it's not specifically stated that way, should we have a motion to that effect?" The City Attorney stated that he thought that would be prudent. Vice Mayor Anderson said, "**So moved.**" Councilman Kelly **seconded** the motion. The City Clerk restated the motion as follows: The bylaws and procedures will be approved by the City Council. The **motion passed unanimously** by roll call vote.

Councilman Magrane said, "Mr. Orr, we are talking about different Boards. For my education, is the Economic Growth Team considered a City Board?" The City Attorney replied in the affirmative. He said, "That is an advisory committee created by the City Council." Councilman Magrane asked, "The Riverwalk Committee?" The City Attorney replied in the negative. Councilman Magrane asked, "The Festival of Lights?" The City Attorney replied in the negative. Councilman Magrane asked, "The Redistricting Committee?" The City Attorney replied in the affirmative. Councilwoman Christensen asked, "Police Athletic League?" The City Attorney replied in the negative. Councilwoman Christensen asked, "Keep Port St. Lucie Beautiful?" The City Attorney replied in the affirmative.

5. DISCUSS SELECTION PROCESS FOR COMMITTEE MEMBERS

Mayor Minsky stated, "March 15 is the cutoff date for applications." Vice Mayor Anderson said, "We may have to extend that if we don't get 21 applications." The City Clerk stated, "On March 15, if I don't have 21, I will do another press release." Councilwoman Christensen said, "Mayor Minsky, if I may make a suggestion. Maybe you could appear on the government access channel. Maybe Ms. Baranski can put something together where you can make an appeal to the citizenry. There are a good number of residents out there who watch that particular channel and are not reading the newspapers like they used to. That might be another avenue that we might be able to recruit some. . . ." Mayor Minsky interjected and asked, "Mr. Orr, is there any reason why we couldn't also make a solicitation like that at the end of our regular meetings? A lot of people watch that. That may not be a bad place to put in a small section where we can make announcements about what we are trying to do." Vice Mayor Anderson said, "You have other announcements on that category there." Councilwoman Christensen said that they always have had announcements. The City Attorney said, "It's your meeting; you can do what you want." Mayor Minsky asked, "What is the first

meeting date after the 15th? Or do we want to set up a special meeting to go through these? If that's the case, we need an open date."

Councilman Magrane said, "I think that that deadline is just too soon. I know that you said if it's not here to extend it. But why even have a deadline that soon and then already start talking about when they should have. . . ?" Mayor Minsky interjected, "On the 11th, we can ask how many applications we have received. We might make a decision to extend it at that time or to let it ride to the 15th. Maybe that would be the easiest thing for us to do." Councilman Magrane said, "I understand that. The only thing I am thinking is if someone says, 'I didn't get my application in by the 11th. It's too late now,' and then they don't apply." Mayor Minsky stated, "The 15th is the cutoff. I say that at the meeting on the 11th, we will ask how many applications we have. If it looks like we have plenty of them and we don't need to extend it, fine. If it looks like we are still lagging behind, then we will extend it at that time. We can put out another press release as opposed to waiting for the 15th, because then we will have to wait until the following week before we can put out a press release. It's just that much more time that we lose." Councilman Magrane said, "I just don't see putting a deadline on it when we started off saying that we were going to take our time with this."

Councilwoman Christensen stated, "I have to agree with Councilman Magrane. We have been advertising it for two weeks now and have only received four applications. The 15th is only 11 days away. I can't imagine that we are going to get another 17 applications in 11 days. I wouldn't have a problem extending it at least until the 29th of March and see what we get between now and the 29th. That would give you the opportunity to promote it during the meetings and maybe do a PSA or get on City Update." Vice Mayor Anderson said, "I think that's just procrastination. You just lead people to procrastinate even longer if we extend the deadline. If we don't have it by the 15th, then we extend it for another month." Councilman Kelly stated, "I am ambivalent about it. Like Councilwoman Christensen said, we are not going to have them. We aren't going to have them by the 29th either. It doesn't make a difference. We will just extend it, or we can extend it 30 days right now."

Mayor Minsky asked, "Mr. Orr, if by chance we should come up with 21, could we go ahead and begin the process? Or do we have to keep on accepting applications as long as the time frame has been established to the 29th?" The City Attorney replied, "It's

up to you all. You get to make the rules." Mayor Minsky said, "If we say we are going to be accepting applications up until the 29th, even if we had 21 by the 15th, we will still have to keep it open because we advertised it that way. Right?" The City Attorney stated, "The way I understood your previous action is that you are not going to review or consider the appointments until you have 21; it didn't mean that you could not receive more than 21. The way I understood the Council direction was that you could have 100." Mayor Minsky said, "But what I am saying is that if they advertise that we are going to be accepting applications until the 29th, we would not be able to cut it off before that because we advertised that we are going to be accepting them until the 29th; therefore, somebody can apply up until the 29th." The City Attorney said, "You can change that. You can cut if off, but I don't think it would be smart. If you advertised it until the 29th. . . ." Mayor Minsky interjected, "Which means we won't be able to begin the selection process until the following month." The City Attorney replied in the affirmative.

The City Clerk stated, "The Council does have an existing Resolution that I follow. It tells me what to do, as far as when to do press releases and for how long. There are time frames. I can give you a copy of that Resolution to show what I am following." Mayor Minsky said, "We don't have a problem with what you have done. If we extend it to the 29th, that means we can't stop taking them until the 29th, which means it's going to be an additional two weeks before we actually start a selection process." Councilman Magrane said, "This is the first real meeting, as a Council, that we have had about this. We mentioned at the retreat that we wanted to do it. Certainly, it won't be at least until Wednesday that citizens who might watch the access channel will even know that we really want to do this. And, of course, it won't be until our media people write an article about this. I don't think we can depend on the fact that we have been advertising in the newspapers that there is going to be a tremendous interest. It's only by us having this meeting today and saying it right out. We need to encourage the community to get involved, have our media people write an article about it, and use our local channel to get the word out. All of this is how people are really going to start to get to know about this. We are really rushing this process."

The City Attorney stated, "I don't believe the ad will run again until the 30 days have expired. The Clerk posts the ad. It runs and the ad says they will receive applications until the 15th of March. The Council direction could be that if you don't have 21

applications on the 15th of March, then she is just going to run another ad. She only runs it once. It would then say that we are accepting applications for the Charter Review Committee until the 15th of April. If the Council gives that direction, it will just keep rolling month to month, extending it until. . . ." Councilwoman Christensen interjected, "Then we are really procrastinating, putting it off." The City Attorney said, "Well, you have already set that possibility up with saying you are not going to look at them until you have 21, which I think is a prudent thing for Council to do." Councilwoman Christensen said, "But because it's only advertised once, if half the community doesn't read that one newspaper the day that it's advertised, then we have missed half the community." The City Attorney said, "The people who are really going to be interested in serving on this are probably a lot of the same people who watch your government access channel. You are going to be making announcements at every Council meeting that this is an open position and we are accepting applications. The official process is the ad that the City Clerk's Office posts, but you can certainly announce it through the government access channel on an on-going basis."

Mayor Minsky stated, "I don't see anything wrong with us getting some posters made up and putting them in some places like the Community Center." Councilman Kelly said, "You can also get it on the radio." The City Attorney said, "If I can just make the suggestion to let the direction to the Clerk be, because she already has the direction for 21, that she just keeps advertising and rolling it over until she gets those 21 or more applications." The City Clerk stated, "We do not have a paid advertisement. This is not something I advertise. What you have before you is a press release that I give to the press. They make a decision; they make an article. You will see these little squibs in there. They run that. If I put it out again, they run it again. This is a courtesy ad that they run for us. The other advertisements that you are talking about are equally effective. If you drum it up and I keep it rolling as well, that's how you are going to get your people." Councilman Magrane inquired, "The newspapers are not obligated to publish press releases, right?" The City Clerk stated, "No, they are not. But they do. And they will write about the meeting today and tell all the people that we want applicants."

Councilman Kelly stated, "This is really a true public service announcement. I don't see why the local radio stations and the press aren't going to help us out." Councilman Magrane commented, "I just can't see putting a deadline on it." Mayor

Minsky stated, "If they are not here by the 15th, I think we should change the ad and say we are going to keep on taking applications until we get 21. If we aren't starting this selection process until we get 21 applications to look at, we might as well remove the restriction of March 15." The City Clerk stated, "It can be placed in the ad. I can change the wording of the press release to reflect that." Mayor Minsky said, "I think we might as well. That seems to be the **consensus** of the Council."

Mayor Minsky continued, "As far as the actual selection process goes, once we have the 21 applicants, the Council will need some time to review them. Then we will schedule a meeting for interviews, if the Council decides to go with interviews. Mr. Orr, is there anything else we need to get through on this?" The City Attorney said, "Since the direction is no time frame, I would recommend that the City Council put a tenure on the appointments." Vice Mayor Anderson stated, "I make a recommendation that no one should serve on this committee more than three years." Councilwoman Christensen stated, "If everybody has three years, then they are all off after three years. Wouldn't we want to maybe stagger some of the terms so that there is some continuity? I wouldn't have a problem with having the majority be for three years, and then three of them be for two years, so that it gives you that continuity." Mayor Minsky asked, "Would this actually come under our jurisdiction?" The City Attorney replied, "It comes under your specific end of the Charter."

Mayor Minsky said, "If we just stated that no member would serve more than four years. . . . Or would they be subject to having it renewed?" Councilman Magrane asked, "Similar to how we are doing it with the Planning & Zoning Board? Because that is how we are doing it. Right? You get four years. And if nobody takes your spot, you get four more." Mayor Minsky said, "We are going to four-year terms. I don't think any committee's term should exceed a four-year term." Vice Mayor Anderson asked, "Do we have to make this rule at this point?" Councilwoman Christensen said, "We really should." Mayor Minsky said, "We can ask them to come back with their own recommendations on how they want to do it." Councilwoman Christensen remarked, "They might recommend that they want to be there forever." Vice Mayor Anderson pointed out, "Then we say no." Councilwoman Christensen stated, "But it says in the Charter that it is up to us. I think we need to follow our Charter." Vice Mayor Anderson stated, "I **move** that no one serves longer than three years." The **motion died** for lack of a second.

Mayor Minsky said, "The question we have to ask is are we going to have primaries and alternates. If you want to have 21 to choose from, I am wondering if we should consider having at least two or three alternates." Councilwoman Christensen stated, "I couldn't agree with that. I want to make sure that those seven people that we appoint to the Committee, who are there reviewing this, are the same seven. If they don't get a quorum, then they can't have a meeting to vote. They can discuss, but they can't vote." Mayor Minsky stated, "My problem is that if one of them should drop out and we don't have any alternates, then we have to go through this whole process again." Councilwoman Christensen asked, "Do you mean alternates in regards to if somebody decides to resign after three or four months?" Mayor Minsky replied in the affirmative. Councilwoman Christensen said, "Then that's fine." Mayor Minsky said, "And they would have to decide their own quorum." Councilwoman Christensen stated, "Then I don't have a problem with those types of alternates." Mayor Minsky asked, "Do you think three alternates are enough?" Councilwoman Christensen replied in the affirmative.

Councilwoman Christensen stated, "I **move** that we appoint a Charter Review Committee of seven, with three alternates. Four of the members would sit for a four-year term, and three of the members would sit for a three-year term, to allow for staggered terms, and no more than a maximum of eight years for any sitting member." Mayor Minsky asked the City Clerk to repeat the motion. The City Clerk stated, "The motion is to appoint a Charter Review Committee of seven members, with three alternates. Four of the members would serve four-year terms, and three of the members would serve three-year terms. The maximum of one term. . . ." Councilwoman Christensen interjected, "No. A maximum of eight years or two terms." The City Attorney suggested that they just make it two terms. Councilwoman Christensen said, "Two terms only, to allow for the staggered terms. So that means that three of the members would actually sit for only seven years." The City Attorney said, "The three alternates are to fill vacancies due to resignation or death, but not to fill absences." Vice Mayor Anderson **seconded** the motion.

Councilman Magrane stated, "I thought the motion was just going to be to go with the alternates for right now." Councilman Kelly stated, "I don't have a problem with the motion except for the three-year thing. I don't know where the three years come in. I would have seconded Vice Mayor Anderson's motion if it were two or four years." Councilwoman Christensen said, "I just don't want all seven members to have to be reappointed at one time. I

want to stagger. If two makes you happy, I will go with two." Vice Mayor Anderson said, "We have a motion. Let's stick with the motion. If it doesn't go, it doesn't go." Councilman Magrane asked the City Clerk to restate the motion. The City Clerk stated that the motion is for the appointment of a Charter Review Committee of seven members with three alternates. Four of the members have four-year terms; three have three-year terms. There is a maximum of two terms only or an eight-year maximum. Three alternates fill vacancies and complete terms only. The City Attorney stated, "It was two terms maximum instead of eight years." Councilwoman Christensen said, "We eliminated the eight years."

The City Attorney stated, "At the risk of maybe sticking my nose where it doesn't belong, let me just throw this thought out. When you have created terms of this length, your Charter Review Committee is going to be of longer duration because you have built it that way. For the sake of discussion, if they come in with a complete and final report six months from now, then they have no other business. They could sit there idle for the next three years and then it pops up. Essentially, of their own volition, without Council direction, they could start another Charter Review process. That's a potential that you create with the long terms." Councilwoman Christensen asked, "What would your recommendation be?" Mayor Minsky said, "Limit the time and extend it if we need it." The City Attorney stated, "Limit the time and extend it, or make a provision in there. This is just an alternative. When they have rendered their final report and completed their duties, then the committee ceases to exist. That is an option the Council has, unless the Council wants an ongoing Charter Review and Charter Review Committee. I tend to view the Charter much like the Florida Constitution and the United States Constitution. It's an organic document that you don't want to tinker with very lightly because everything else comes from the Charter in terms of our City government. The Charter Review process should be undertaken, in my opinion, rather judiciously." Councilwoman Christensen stated, "I **withdraw** my motion." Vice Mayor Anderson stated, "I **withdraw my second**."

Councilwoman Christensen stated, "I **move** that we appoint a Charter Review Committee of seven members, with three alternates who will replace members upon their resignation." Vice Mayor Anderson **seconded** the motion. The City Clerk restated the motion as follows: Appoint a Charter Review Committee of seven members with three alternates to replace members upon resignation. The **motion passed unanimously** by roll call vote.

Mayor Minsky asked, "Do we want to go ahead and put on any kind of time restriction?" Vice Mayor Anderson stated, "I **move** that this committee shall remain in existence until a final report is issued, not to exceed three years." Mayor Minsky asked, "Mr. Orr, would that preclude us from extending it at a future date if we wanted to?" The City Attorney replied in the negative. Mayor Minsky passed the gavel to Vice Mayor Anderson and **seconded** the motion. Councilman Kelly stated, "It's just too long for me. They can procrastinate for three years. If we give them a year, we can always extend it another year. But to give three years, they could just take three years and not get it done." Councilman Magrane said, "I don't really have anything against your motion, but I think I like Councilwoman Christensen's suggestion with the three- and four-year terms, and the alternating. Would it be that three get four-year terms the next time, and four get three-year terms the next time, so they don't serve more than seven years?" Councilwoman Christensen said, "That wasn't my motion. My intent was that four members would sit for four years and three members would sit for three years. Then you would at least have staggered terms, just like here. But those who sat for four years would not sit for three years the next time. Because all of a sudden, if this went to seven years, you would have no members of the Committee and you would be back appointing seven new members. I would be comfortable with setting two-year terms for four of them and a one-year term for three of them, to stagger them. When it got to be the end of the first year, then you reappoint those three to another two-year term. Then the following year, the ones that came up for a two-year term would be appointed for another two-year term, if we wanted or still needed them at that point. I just didn't want all seven people to have to be reappointed or replaced at one time." Councilman Magrane stated, "I agree."

Mayor Minsky stated, "I kind of like the idea of going for three years. I think that this is something that would be done in three years. If not, and we have already cleared it with the City Attorney, we can extend the period of time if they say, 'Look, we are not done yet. We still have some things we are working on.' Let the Council sitting at that place go ahead and extend it at that time. I still think three years is sufficient time for them to review this and come forth with recommendations. If we get into setting up a complicated process of staggering the terms, what we are saying is we are looking at something that is going to be a perpetual committee. I don't think that's our intent."

Vice Mayor Anderson said, "The purpose of my motion puts on a definite date. Or, if they come up with a final report, then after that final report is given to the Council, we make our decision as to what we want to put on the referendum and what we don't want to put on the referendum. This makes it a finite committee to do the job of reviewing the Charter. As Mr. Orr says, do we want them tinkering with the Charter for 10 years? Or do we want them to look at it in detail and make the revisions that we want to make?" Councilman Magrane asked, "Mr. Orr, don't we stagger our members on the Planning & Zoning Board?" The City Attorney replied in the affirmative. Councilwoman Christensen said, "If we go with all seven as three-year terms, and at the end of the three years, they are not done, then are we obligated to reappoint all seven members? I know that I would want them back if they were working on something." The City Attorney stated, "No. You are not obligated, nor are you precluded. It would be up to the Council to make the appointment."

Councilman Kelly said, "If we give these seven members a year to review this Charter, which is only 26 or 28 pages, and they can't review this Charter within one year, then we appointed the wrong seven people. I will be blunt with you; a year is a long time to review a small Charter like that, especially if we are going to use a guideline. Everybody here has mentioned only two or three things that we would like to see changed. I think a year is more than sufficient to talk about terms. To use Mr. Orr's logic, once they are done reviewing the Charter and we have accepted the changes for referendum, I don't see any need for the Charter Review Committee. We just dissolve the Review Committee. Why would we need terms? It's up to the consensus of the Council, but I am not going to support three years to review a 26- or 28-page Charter." Mayor Minsky stated, "It's not just a review of the Charter; it's the process of getting items ready for the referendum. I have been through a couple of those and I will tell you some of those things on one single issue can drag out. What I am saying is give them enough time where they can review the Charter and come up with recommendations. As I said before, we can't put everything on one ballot. It won't work. You are not going to put a whole laundry list on a ballot and get it passed. You want the people to be able to look at just a limited amount and be able to absorb it and see what the impact is. I don't really think three years is too much time for them to sit and go through this and then go through the process of deciding which items they are going to work on right away. They may not want to work on the whole Charter at one time; they may want to work on several provisions at a time. That being in

mind, and having seen the process work before, I don't think three years is a long time." Councilwoman Christensen stated, "I would agree with the Mayor. If we are going to tell them they have to do it in a year, then we are rushing them again. The last thing I want to do is rush these people to come in and make recommendations that are not going to be well thought-out and researched."

The City Clerk restated the motion as follows: This Committee shall remain in existence until a final report is issued, not to exceed three years. The **motion failed** with Vice Mayor Anderson and Mayor Minsky voting in favor, and Councilman Magrane, Councilwoman Christensen and Councilman Kelly voting against.

Councilwoman Christensen stated, "I **move** that we appoint these members for a term of three years, with four members sitting for two years and three members sitting for one year. At that time we can review them for reappointment, with the Committee standing for no more than three years or at the time that the final report is submitted to the City Council." The **motion died** for lack of a second.

Councilman Kelly stated, "I **move** that we appoint this Committee for a period of one year, to be reviewed at that time if they have not finished. Upon the acceptance by the City Council of their recommendations for a referendum, we dissolve the Charter Review Committee." The **motion died** for lack of a second.

Councilman Magrane stated, "I **move** that certain members of this Board serve for three years, while the other members serve for four years." Councilman Kelly asked, "Why do we want to keep a Charter Review Committee after they have done their job?" Councilwoman Christensen said, "That was what I was going to suggest to Councilman Magrane. I would second the motion, providing he amends it to state that the Charter Review Committee would be sunsetted upon the four years or the submission of a final report to the City Council." Councilman Magrane said, "Councilman Kelly, I am sorry. I don't see how they can get it done in one year. Let's go back to the conversation we had in the beginning. What's the rush? I don't want to rush these people." Councilman Kelly said, "It's no rush. It's just that if we give them three years, they may take three years." Councilman Magrane said, "I liked Vice Mayor Anderson's motion with the three years. I just didn't want them all to go out at the same time." Mayor Minsky asked, "They aren't getting paid, so if they take the three years, what's the harm?" Councilman Kelly said, "If they don't finish it in a

year, we can always extend it." Councilwoman Christensen stated, "Then it's something that we have to keep discussing every year."

Councilman Kelly said, "The big topic is the dissolution of the Board after they have completed their task." Councilman Magrane said, "Councilman Kelly is correct. If they have done all they have to do, there is no longer a need for this to be around." Mayor Minsky asked, "Why not consider a two-year term with an option available that if they are not done yet, it will be extended for a third year?" Councilman Magrane said, "I would like them to have the ability to be there at least three years." Mayor Minsky said, "Say two years, and if they are not done yet, we can extend it for a third year." Councilman Magrane said, "So that would be 2004 for two years. That brings us to the next election year." Councilman Kelly asked, "Would that motion include the dissolution of the sunset?" Mayor Minsky said, "He didn't make a motion yet." Councilman Magrane stated, "I did. I wanted to adjust it to the sunsetting. I will try it again. I **move** that members of this Board serve three years and the additional members serve four years. Upon completion of the task, this Board will be dissolved." Councilman Kelly **seconded** the motion. The City Clerk restated the motion as follows: This Board will serve three years. Upon completion, it will be dissolved. Councilwoman Christensen said, "Some of the members would serve for a three-year term and the others would serve a four-year term." The City Clerk pointed out, "But it's only for three years."

Vice Mayor Anderson stated, "I think we are making this very, very complicated here." The City Clerk stated, "If we just indicated that it would be alternating terms, the attorney can set that up very easily." Mayor Minsky said, "The thing is going to sunset in three years. What do you need rotating terms for?" Councilwoman Christensen said, "That's why I had said three and two." Mayor Minsky said, "That's why I made the suggestion of just setting it up as a two-year Board with the option of going to a third year if they are not finished yet." The City Attorney said, "I don't think you need to worry with staggered terms, unless you are going to create this as an ongoing Board. Otherwise, you just say everybody is on here for X number of terms. You have already dealt with some alternates to fill vacancies in the event of death or resignation. I don't really think you need to be too concerned with staggered terms. Unless you say that this is going to be a Board that exists, essentially, in perpetuity, and can review the Charter for as long as you want, which is something the Council can do."

Councilman Magrane asked, "But what if they are not done with the task at hand?" The City Attorney said, "If they are not done with the task at hand, and they can say that to you, then the then-sitting Council can say, 'You have had long enough. Maybe we need somebody else.' Or they can say, 'Okay. You need more time. We are going to give you whatever amount of time.'"

Vice Mayor Anderson stated, "If the people we appoint can't get the job done in three years, then we don't want these people on the Committee. I'm sorry, but three years is 36 meetings. What more are we looking for?" Mayor Minsky said, "All I am saying is that if they are not done in three years but have 95% of it done, and they have one more issue to go, and they come before Council and say, 'We would like a few more months,' the Council has the ability to do that. The length of time is irrelevant. What we need to do is set this up as a two-year or three-year Board. At the end of that period, if they have already finished, we can say, 'Okay, fine. We have your report. We thank you for your service.' We don't have to keep it sitting as a Board. You can dissolve it anytime you want to. We just have to get some sort of agreement as to whether it's going to be a two-year, three-year or four-year term; whatever you want to do. I think three years would work. If they get done before that, you can dissolve it. If they are not done yet, you can say, 'Okay, I will give you a few more months.' Or, you can put a whole new Board in place. You have that flexibility. We are sitting here trying to set this up like it's the ultimate decision to make and that it's forever cast in stone. That's not true."

Councilman Magrane stated, "I **move** that the members of the Charter Review Committee serve a term of three years. If the Charter Review Committee's job is done before the three years, the Committee is to be dissolved." Councilwoman Christensen **seconded** the motion. The City Clerk restated the motion as follows: Members of the Charter Review Committee serve a term of three years. If the Charter Review Committee is done prior to that, it will be dissolved. The **motion passed unanimously** by roll call vote.

Councilman Kelly stated, "I **move** that we instruct the Charter Review Committee to use, as a guideline, the National League of Cities 7th Edition or Florida League of Cities." Vice Mayor Anderson **seconded** the motion. The City Clerk restated the motion as follows: To instruct the Charter Review Committee to use the National League 7th Edition and Florida League of Cities upon obtaining it, as a guideline. The **motion passed unanimously** by roll call vote.

6. ADJOURN

There being no further business, the meeting adjourned at 6:35 p.m.

Sandra K. Johnson, City Clerk

Laura M. Tufts, Secretary, City Clerk's Office

CS030402

NOTICE

There will be a special meeting of the CITY COUNCIL of the CITY OF PORT ST. LUCIE on March 4, 2002 at 5:00 p.m., at PORT ST. LUCIE CITY HALL, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida.

AGENDA

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **DISCUSSION OF ISSUES AND PARAMETERS FOR CHARTER REVIEW COMMITTEE**

4. **ESTABLISH OPERATING PROCEDURES (BYLAWS)**

5. **DISCUSS SELECTION PROCESS FOR COMMITTEE MEMBERS**

6. **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 of said meeting upon which any appeal is to be based.

DD 2/27/02

COUNCIL ITEM #4

3/4/02

COUNCIL MEETING BACKUP MATERIAL:

SAMPLES OF BYLAWS FOR CHARTER REVIEW COMMITTEE

Cc: COUNCIL 5
CITY MANAGER 1
ASST. CITY MANAGER 1
ATTORNEY 1
BOOK 1
PRESS 1

Initials:
City Manager
City Attorney

Parks & Recreation Committee

City of Port St. Lucie, Florida

SAMPLE

By-Laws

These By-Laws shall govern the administration of this Committee, subject to all City, State, and Federal regulations. These by-laws are adopted pursuant to Resolution No. 80-R28, Section 5, City of Port St. Lucie, Florida.

ARTICLE I

MEMBERSHIP

Section 1. Committeepersons

Members of this Committee shall be appointed per Sec. 2 of Resolution 80-R28.

Section 2. Absences

Any Committee member who shall be absent from three consecutive regular meetings of this Committee, without cause satisfactory to the Committee, shall cease to be a member, subject to a vote by this Committee. Notice of absence shall be served in advance upon the Chairman, Vice-chairman, Supt. of Parks, Recreation Director, or their secretary.

Section 3. Vacancies

When a vacancy shall occur on this Committee due to resignation or termination, this Committee shall notify the City Manager so that he might take appropriate action to fill same. The newly appointed member shall fill the balance of the unexpired member whom he shall have replaced.

ARTICLE II

OFFICERS

Section 1. Chairperson

The Chairman shall serve as presiding board member over all meetings and shall perform all other duties applicable to his office. He shall have the power to appoint committees as he deems necessary, and shall appoint the chairperson of each committee.

Section 2. Vice-Chairperson

In the the absence of the Chairman, the Vice-Chairman will perform all duties of Chairman of this Committee.

Section 3. Elections

This Committee shall, on the first meeting of April of each year, elect a Chairman and a Vice-Chairman to serve for one year.

Section 4. Vacancy

In the event that the position of Chairman is declared vacant, the Vice-Chairman will automatically assume the position of Chairman for the balance of the unexpired term. Should the Vice-Chairman decline to assume the Chair, a new Chairman shall be elected from the membership.

Should the Vice-Chairman resign his position , a new Vice-Chairman shall be elected to fill the balance of the unexpired term.

ARTICLE III

PROCEDURES

Section 1. Quorum

A quorum shall consist of three (3) members present.

Section 2. Meetings

Meetings shall be held at a time and place as established by the agreement of the Committee.

Section 3. Rules

Roberts Rules of Order shall govern all meetings of this Committee, where such rules are not inconsistent with the City Charter or these By-Laws.

ARTICLE V

AMENDMENTS

Section 1.

These by-laws may be amended, revised, or repealed by the Committee by a vote of a majority of the committee. Any such amendment, revision, or repeal may be proposed at any meeting of the Committee, but the Committee shall not take any action thereon until a subsequent meeting of the Committee held not earlier than twenty-eight (28) days subsequent to the meeting at which any such amendment, revision, or repeal was proposed. Notice shall be given in writing to each Committee member in advance of the meeting at which action is to be taken upon any proposed amendment, revision, or repeal.

BY-LAWS OF THE
OCCUPATIONAL LICENSE EQUITY STUDY COMMISSION
CITY OF PORT ST LUCIE

SAMPLE

ARTICLE I-NAME AND AUTHORIZATION

A. NAME

The name of the committee shall be the Occupational License Equity Study Commission herein after referred to as the "Committee:.

B. AUTHORIZATION

The Committee exists by the authority of the City of Port St. Lucie City Council, pursuant to the provisions of Section 205.0535, of the Florida Statutes.

ARTICLE II-PURPOSE AND FUNCTION

A. PURPOSE

The purpose of the committee is to examine and review the Occupational License Ordinance (Chapter 11 of the City of Port St. Lucie Code of Ordinances) regarding classifications and rate structure and to recommend revisions to such classifications and rate structure for the occupational licenses. The Committee shall be guided by the following objectives in formulating its recommendations:

(1) The committee shall review the businesses, professions, and occupations within each classification and recommend any reclassification or new classifications.

(2) The committee shall recommend a classification for any business activity not currently paying an occupational license tax.

(3) The committee shall review the rates of each classification, and recommend any fee increases necessary to establish equity between the rates for such classifications.

(4) After considering objectives (1) through (3) above, the Committee shall propose a rate structure that will generate aggregate revenue increases for license years beginning October 1, 1994 and October 1, 1995. The additional revenue shall be generated from rate structure changes applied to the existing licenses and not from other factors that would normally cause increased license revenue (additional licenses or increases in variable factors such as assets, value of inventory, number of employees, etc.)

The final report and recommendation of the committee shall be made to the City Council no later than ___ _____.

ARTICLE III-MEMBERSHIP

A. MEMBERS

The Committee should be comprised of 3-7 members appointed by the City Council. Committee members will be selected based on their qualifications and willingness to serve. Members will be selected without regard to race, creed, national origin, age, sex or the presence of a disability. As much as possible, the Committee will be made up of an equitable representation of members based on race and sex according to the demographic ratio of the City. In consideration of the Americans with Disabilities Act, efforts should be made to include members with disabilities.

B. ELIGIBILITY

1. All members shall be owners, managers or members of the board of directors of a business located within the City of Port St. Lucie and which has a current City of Port St. Lucie occupational license.

C. APPOINTMENTS

1. The term of all members shall expire upon acceptance of the Committee's final report by the City Council, unless the City Council shall take action to the contrary.

2. Due to the time-limited activities of the Committee and the amount of training required, any resignation received from a member will automatically reduce the number of members of this Committee. At no time, however, shall the membership decrease below five.

D. VACANCIES

1. A member's position shall become vacant when:

a. a member is absent from 33% of the regularly scheduled meetings in a given calendar year, regardless if such absence is excused or unexcused. All absences will be duly recorded against a member in calculating the percent of absences. Special exceptions of the removal of members for absences may be made by the Chairperson of the Committee when the absences are due to health or time-limited extenuating circumstances and the absences do not affect the ability of the committee to maintain a quorum,or

b. when a member no longer meets eligibility requirements, or

c. when a member resigns

2. The Chair shall immediately, upon receipt of a resignation that will reduce the membership to less than five, notify the Community Relations Office.

3. Should a resignation be submitted to staff, they will immediately notify the Chair and the Community Relations Office.

ARTICLE IV. ORGANIZATION

A. OFFICERS

1. The Committee should elect from its members a Chair and Vice-Chair.

B. QUORUM

A majority of the Committee shall constitute a quorum to hold a meeting or take any action.

C. VOTING RIGHTS

Each member shall be entitled to one (1) vote and shall cast that vote on each item submitted. Proxy votes and absentee ballots shall not be permitted. Members shall only abstain from a vote when there is a valid conflict of interest addressed to the Committee.

ARTICLE V. OFFICERS AND DUTIES

A. CHAIR

1. The Chair shall appoint chairs of all subcommittees, standing and special.

2. It is the Chair's responsibility to ensure compliance with the bylaws. The Chair will notify members of removal from the Committee for noncompliance. Specific questions of conflict of interest will be addressed by the City Attorney or designee.

3. The Chair shall immediately, upon receipt of a resignation that will reduce the membership below five, notify the Community Relations Office to begin the advertising and appointment process.

4. The Chair may approve special exceptions on the removal of members for absences at regularly scheduled meetings when the absences are due to health or time-limited extenuating circumstances and the absences do not affect the ability of the committee to maintain a quorum.

B. VICE-CHAIR

The vice-chair shall perform the duties in the absence of the chair.

C. REMOVAL

When an officer has been absent or has not performed the duties of that office for three consecutive meetings, that officer may be removed from office by the Committee with a majority vote at a regularly scheduled meeting. The Committee will elect a new officer, if necessary.

ARTICLE VI. COMMITTEE OPERATIONS

A. The Committee shall have no authority other than as stipulated by the bylaws and approved by the City Council.

B. The Committee will meet routinely based upon an adopted meeting schedule which will be provided to the City Council. The meeting date may be changed by the Chair with notification in advance by mail to Committee members. Special meetings may be called by the Chair or by a majority of the Committee members.

C. All meetings will be open to the public. For advertising purposes, the Committee will provide to the Public Information Office a schedule of their meetings and will insure agendas and minutes are available to the public in accordance with the state Sunshine Laws. The chairperson shall have the right to accept or refuse to accept public comment.

D. All meetings shall be conducted in accordance with Robert's Rule of Order.

ARTICLE VII. STAFF SERVICES

A. The City Clerk, or her designee, shall act as the liaison for the Committee with the City Council and will provide staff services to the Committee. Staff services will include:

1. providing a schedule of meetings to the Public Information Office and Committee members, arranging meeting locations; maintaining summary minutes of the meetings; preparing and distributing appropriate information related to the meeting agenda

2. informing the committee of events, activities, policies, programs, etc. occurring within the scope of the Committee's function and informing the Committee of all City Council or department requests for information or assistance.

3. ensuring the Community Relations Office is informed of all vacancies, changes in officers, or any other changes to the Committee; and that all requests for review of applications by the Committee and any subsequent recommendations by the Committee or staff are returned in a timely manner to the Community Relations Office to facilitate the appointment process.

4. the responsibility for the continuous flow of information to the appropriate appointed official including providing reports, actions, and recommendations of the committee and notification of noncompliance by the board or chair with the bylaws or statutes.

5. the responsibility for ensuring information provided by the Committee for City Council review is appropriately agendaed for the City Council meetings.

B. A formal, standard orientation program will be provided by staff to all new members. The program will address, but not be limited to, the bylaws, conflict of interest, the Florida sunshine Law, ethics violations, and stress the legal obligations and responsibilities. Staff will insure responses are provided to any concerns the new members may have regarding the duties and responsibilities of the Committee and members.

ARTICLE VIII. SUNSET PROVISION

Upon acceptance of the final report; by the City council, this Committee shall cease to exist, unless the City council takes action to extend and redefine the charge of the Committee.

ARTICLE IX. BYLAWS AND EFFFCTIVE DATE

A. Any changes to the bylaws will be reviewed and approved by the Committee and the City Commission and filed with the City Clerk and Community Relations Officer. These Bylaws shall become effective upon adoption by the City Commission.

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT

"5"

CITY OF PORT ST. LUCIE, FLORIDA
CHARTER REVIEW COMMITTEE
BY-LAWS

ARTICLE I. OBJECTIVES AND PURPOSES

Section 1. The objectives and purposes of the Charter Review Committee shall be those set forth in the minutes of the January 3, 1995 meeting of the Port St. Lucie City Council.

ARTICLE II. MEMBERSHIP

Section 1. Membership shall be in accordance with the provisions of the Code of Ordinances of the City of Port St. Lucie. Members shall be appointed by the City Council.

a. The Charter Review Committee shall consist of 7 members and 3 alternates.

b. The 7 members shall be the only voting members of the Charter Review Committee. The alternates shall be allowed to participate in all discussions, but will not vote on matters before the Charter Review Committee.

c. The policy established by the City Council in Resolution 95-R48 shall apply to the Charter Review Committee for filling vacancies as they occur. The City Council appoints new members as necessary.

Section 2. Members Should:

a. have a general knowledge of the City;

b. exhibit a genuine interest in the affairs and development of the City;

c. devote the time necessary to serve the Committee;

d. serve without pay or remuneration;

e. make judgments without respect to any personal gain;

f. support the adopted policies of the City.

Section 3. Members of the Committee may be removed for just cause by a majority vote of the City Council.

ARTICLE III. OFFICERS AND DUTIES

Section 1. The Officers of the Charter Review Committee shall be:

A Chairperson, who shall preside at all meetings and shall have special duties as further prescribed in these bylaws.

A Vice Chairperson, who shall, in the absence of the Chairperson or in the event of the Chairperson's inability to act, preside at all meetings, and shall have the powers to function in the same capacity as the Chairperson.

ARTICLE IV. ELECTION OF OFFICERS

Section 1. Candidates for office shall be nominated pursuant to Robert's Rules of Order.

Section 2. The Chairperson of the Charter Review Committee shall be elected by said Committee from its number for a term of one year, and can succeed themselves for successive terms. The Committee shall, from its number, fill any vacancy of the office of the Chairperson. The election of the Charter Review Committee's Officers shall be held at the first regular meeting in September of each year, with the terms beginning with the first meeting in October.

Section 3. The Charter Review Committee shall elect the Vice-Chairperson from its number and the terms of office

shall be concurrent with that of the Chairperson. The Committee shall, from its number, fill any vacancy in the office of the Vice-Chairperson.

ARTICLE V. MEETINGS

Section 1. The regular Charter Review Committee meetings shall be held on the third Thursday of each month. If any regular meeting falls on an official City holiday, the regular meeting shall be held on the next regular workday.

The regular meeting shall be held at 7:00 p.m. and shall be devoted primarily to the revision of the City Charter.

Any regular meeting may be adjourned to a definite date and time, as established by an affirmative vote of the majority of the Charter Review Committee members.

Section 2. Adjourned, called, or special meetings may be held at any time or place by the Committee, provided that such meetings shall be held as required, subject to the call of the Chairperson, or in the absence of the Chairperson, the Vice-Chairperson. Upon the written request of a majority of the members of the Charter Review Committee, a special or called meeting shall be held by the Chairperson, or in the absence of the Chairperson, by the Vice-Chairperson.

Section 3. Each member shall be notified of the place and date of each meeting by a written notice or by telephone at least 24 hours prior to any adjourned, called, or special meeting.

Section 4. All meetings of the Charter Review Committee and its committees shall be open to the public. Comments from the public shall be limited to three (3) minutes and shall be relevant to the subjects discussed.

Section 5. All agendas of the meetings of the Charter Review Committee and its committees shall be posted in

City Hall at least 24 hours prior to any meeting.

ARTICLE VI. AGENDAS

Section 1. The Chairperson shall be responsible for the preparation of the Charter Review Committee agenda.

Section 2. The agenda for each regular meeting shall be completed and closed one week prior to the Charter Review Committee meeting.

Section 3. The Charter Review Committee agenda and agenda packet shall be sent at least five working days prior to the Charter Review Committee regular meeting.

Section 4. The Chairperson of the Charter Review Committee, or in the absence of the Chairperson, the Vice Chairperson, may add items to the agenda after the deadline, provided the City Clerk has adequate time to process the items.

Section 5. An affirmative action by the majority of Charter Review Committee members will be required to add an item to the agenda after the deadline, without the consent of the Chairperson.

ARTICLE VII. ORDER OF BUSINESS

Section 1. At all regular Charter Review Committee meetings the general order of business before the Committee shall be as follows:

1. Call to order
2. Roll Call
3. Determination of quorum
4. Approval of the minutes of the last meeting
5. Old Business
6. New Business
7. Public to Be Heard
8. Questions from the news media
9. Adjournment

Section 2. The order of business for called or special

meetings shall be as follows:

1. Call to Order
2. Roll Call
3. Determination of quorum
4. Business which is the subject of the special or called meeting
5. Adjournment

ARTICLE VIII. QUORUM

Section 1. For the purpose of transacting business at any regular, special, adjourned or called meeting, a majority of the members will constitute a quorum and an affirmative vote by a majority of the members will be required to pass any matter.

ARTICLE IX. MINUTES

Section 1. The Charter Review Committee will keep a record of minutes of all meetings. These minutes will become official only after approval by the Charter Review Committee.

Section 2. It will be the duty of the City Clerk's Office to record and prepare minutes of all regular, special adjourned, and called meetings of the Charter Review Committee.

Section 3. The Chairperson will sign all minutes, after approval by the Charter Review Committee, certifying that the minutes are an accurate and correct record of the proceedings of the meeting. The Vice-Chairperson will sign the minutes in the absence of the Chairperson.

ARTICLE X. VOTING

Section 1. Voting on all matters of business before the Committee shall be by voice vote. Only the seven members of the Charter Review Committee shall be allowed to vote.

Section 2. No member present will abstain from voting unless

it is established that such member has a conflict of interest in the matter being voted upon. Conflict of interest will be determined by the appropriate State Regulations.

Section 3. The Councilperson will be an ex-officio member on all committees, both standing and special, but shall have no vote.

ARTICLE XI. GENERAL RULES

Section 1. The following general rules shall apply to the conduct of the Charter Review Committee:

a. Members of the Committee, through the Chairperson, may ask questions at any point during the meeting.

b. Members of the Committee, through the Chairperson, may request any person connected to an item to appear.

c. Persons who appear will be required to state their name and address and indicate their connection to an item of discussion.

d. Any person connected with an item, who desires to ask a question of another person in connection with that item, must do so through the Chairperson.

Section 2. The City staff can only function as authorized agent for the City or other governmental agency.

ARTICLE XII. PARLIAMENTARY AUTHORITY & ORGANIZATION PROCEDURE

Section 1. The rules of parliamentary authority established by the City Clerk's office shall apply at all meetings of the Charter Review Committee to the extent that such rules are not in conflict with these bylaws. The Charter Review Committee will comply with the organizational procedures set forth in these bylaws.

ARTICLE XIII. CORRESPONDENCE AND COMMUNICATIONS

Section 1. Official communications of the Charter Review Committee to the City Council of the City of Port

St. Lucie shall be in writing to the Charter Review Committee's Liaison, with copies to the City Council and the City Clerk's Office. All original records, reports and recommendations will be kept in the City Clerk's Office. The liaison shall be the Chairperson of the Charter Review Committee.

Section 2. Any correspondence, reports, plans and studies originating from the Charter Review Committee will be approved by an affirmative vote of the majority of the Charter Review Committee.

ARTICLE XV. AMENDMENT

Section 1. Amendments to these bylaws must be presented for discussion at one Charter Review Committee meeting and voted upon at the next meeting. All proposed amendments must be presented in writing and must be approved by an affirmative vote of the majority of the Charter Review Committee.

MEMORANDUM

TO: SANDRA K. JOHNSON, CITY CLERK

THRU: ROGER G. ORR, CITY ATTORNEY

FROM: PAM E. BOOKER, ASSISTANT CITY ATTORNEY

DATE: JUNE 24, 2002

SUBJECT: CHARTER REVIEW COMMITTEE

Pursuant to the Charter Review Committee meeting Thursday, June 20, 2002, attached is a revision to the proposed bylaws for the Charter Review Committee. This includes Resolution 95-R48 and the parliamentary procedures referenced in the bylaws. I have also attached the sections of the charter that were discussed and the proposed suggested changes to each section. These items will be voted upon by the Charter Review Committee after adoption of bylaws and the election of a chairperson and vice chair.

Please forward these documents to them for review prior to the next Charter Review Committee meeting.

PEB:bm
Attach.

CH081502

CITY OF PORT ST. LUCIE
CHARTER REVIEW COMMITTEE
MEETING MINUTES
AUGUST 15, 2002

A Regular Meeting of the CHARTER REVIEW COMMITTEE OF THE CITY OF PORT ST. LUCIE was called to order by City Clerk Sandra K. Johnson at 7:00 p.m., on August 15, 2002, at Port St. Lucie City Hall, Committee Room 188, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. CALL TO ORDER

2. ROLL CALL

Members Present:	Kathleen Corcoran Steven K. Dove Helen C. Ridsdale Thomas W. Teter Frank M. Thomas, III Jack R. Van Der Slik
Members Not Present:	Donald G. Cole Jeffrey E. Carver, Alternate Theresse du Bouchet, Alternate
Others Present:	Sandra K. Johnson, City Clerk Roger G. Orr, City Attorney Mary Ann Manning, Deputy City Clerk

3. DISCUSS DRAFT OF BYLAWS

The City Clerk stated, "The first thing on the agenda is the bylaws. That is the write-up that we got from Assistant City Attorney, Pam Booker, who was here at the last meeting. It should reflect what you had requested. If you want anything changed, speak up. I do want to point out that the bylaws require a vote for the officers of the Charter Committee at the next meeting. This will be my last chairmanship." Mr. Van Der Slik pointed out that the vote would be next time, but the chairman doesn't take over until their meeting in October. The City Clerk advised, "If there are no changes, we can make a motion." Mr. Van Der Slik **moved** to approve the bylaws. Mr. Thomas **seconded** the motion. The **motion passed unanimously** by voice vote to approve the bylaws.

4. DISCUSSION OF CHARTER SECTIONS:

a. **DRAFT PREPARED BY ATTORNEY BOOKER** - SECTIONS 1.01, 1.02, 1.03, 2.01, 3.01

The City Clerk stated, "We have the draft prepared by Attorney Booker on the sections we had discussed. She has comments as to why we did what we did on the bottom of the page. The changes are underlined:"

Sec. 1.01 - No change.
Sec. 1.02 - No change, unless referendum with proposed changes passes.
Sec. 1.03 - No change.
Sec. 2.01 - Change: The City's boundaries shall be available at the City Clerk's Office or attached as Exhibit "A."
Sec. 3.01 - Change: . . . .all to be elected at large on a nonpartisan basis. . . .
Sec. 3.02 - Change: . . . .and has been registered to vote in the district at least (1) year prior to the deadline for filing, shall be eligible to hold . . . .

The City Clerk asked, "Roger, do you want to make any comments on this?" The City Attorney replied, "I read the minutes of the last meeting and there was a discussion about the qualifications to run for City Council. In the City Code, they have adopted an ordinance that says, 'Candidates for Council member for district representation shall, as a condition for qualifying to run for the office of City Council member and as a condition for being placed upon the ballot for that office, be required to have continuously resided within the district, for which election is sought, for a period of six months prior to the date said person files with the City Clerk his/her request to have his/her name placed upon the ballot for election.' Qualifying occurs in the third week in July. To qualify to be placed on the ballot, you have to be a resident of that district by January for the following fall elections."

Mr. Dove asked, "How would that impact the proposed change that we had discussed for the residency for filing?" Mr. Van Der Slik commented, "Let me put it differently. We had an extensive discussion about that, and relatively strong feelings about the value of people having resided here for some time. Also, a clear verification of their being registered voters before they did. While we would applaud Council for what it did, compared to what was before, we still have the impression that it should be stronger still."

The City Attorney said, "I have no problems with you making it strong. I just want you to beware that there is a district-residency requirement that the Council imposed on itself. As you will recall, the Charter provides that the Council determines the qualifications for office. That allows the Council as a vehicle to adopt ordinances that stay within certain parameters. In order to qualify to run for office you must do thus and so. For example, you must be an elector, which means that you are registered to vote. There is a funny story behind it. This was Ron Bowen's idea, but he referred to some candidates as 'parachute candidates.' It seemed that they could parachute out of the sky and land wherever they wanted, and say that they are running for that district. That is why we have this district-residency requirement. This was passed in 1997. When I researched that ordinance, what I find in terms of residency requirements, the courts are pretty comfortable with the residency requirements up to about a year. If you start pushing it over a year, those requirements tend to get whacked by the courts." Mr. Dove asked, "On what grounds?" The City Attorney replied, "It is restraining someone's right to run for elective office. If someone is going to run for elective office, you want him/her familiar with the community, the people, and the issues. The courts say that a year is enough, and if you don't think that is long enough, that is for the voters to decide. I would not recommend a residency requirement that would go beyond a year."

The City Attorney continued, "You also had the discussion as to when you must be a resident. The law is, unless it is otherwise stated, you can jump in and be a resident the day that you are sworn in. You don't even have to be a resident on the day of the election. You do in the City, because of this residency requirement in the district." Mr. Dove said that they had decided on one year prior to the filing deadline. The City Attorney replied, "You are going to use the same filing deadline, which is that July qualifying."

The City Clerk said, "Roger, you had mentioned the part about the Council being the judge of the election, qualifications of its members, and grounds of forfeiture of their office. We had an extensive discussion about that, too. Pam and I talked about it. The question was, 'What does that mean?' You have shown me now that that is the vehicle by which they came up with the ordinance to limit the district residency." The City Attorney replied that that is correct. The City Clerk said, "As far as taking that out and doing away with it, you wouldn't want to. I'm still not sure if it has any other meaning. Do you read

anything else in here? I have never experienced a council judging an election."

Mr. Dove asked, "Can the City Charter supercede the authority of the canvassing board? Is there a County Canvassing Board?" The City Attorney replied, "There is a County Canvassing Board that is comprised of the Supervisor of Elections, a County Judge, and a County Commissioner. The City has adopted the State Election Code. It also provides for a Municipal Canvassing Board that, hopefully, would never come into play. Our elections now are scheduled to coincide with the general elections of the State." Mr. Dove said, "That is where I was getting confused, because the language is talking about a Municipal Canvassing Board, the County Supervisor of Elections, and the County Canvassing Board." The City Attorney explained, "The only circumstance, in my opinion, where the Municipal Canvassing Board in this town would come into play would be in the event of a special election. The City Canvassing Board doesn't come into play on general elections, even though it is a local issue. For example, a charter amendment might be on the ballot along with other things. The County Canvassing Board is the judge of that election." Mr. Dove said, "That is because there are items on the ballot that are outside the municipality, so their jurisdiction would supercede any Municipal Canvassing Board."

The City Clerk said, "I did copy you Chapter 33 on elections, that has the Municipal Canvassing Board, but I failed to copy both sides of the page. We will try that one more time, and if there are any other sections of the City Codes that will relate, we will copy those as well." Ms. Corcoran asked, "Because we had a lot of discussion on that, the Council shall be the judge, do you think it should be clarified more? We were confused. I understood you to say, 'The Council shall be the judge of the elections in qualifications of its members.' Are you saying, 'The County Canvassing Board takes precedence, unless it is a special election?'" The City Attorney replied, "Correct. The other instance where that language can come into play is if you had a tie, then the Council would be the judge. I don't think that the County Canvassing Board can do that."

Mr. Teter asked, "Can this section also be used similarly to what happened to Traficant? If a Council member were to take office and do something hanky-panky, could the Council take him/her off?" The City Attorney replied in the affirmative. Ms. Corcoran said that that is addressed further on. Mr. Dove said that there is another section that talks about that. Ms. Corcoran said, "My question is that we had a lot of discussion

about this at the last meeting, because we were confused. You are clarifying that, but that is your field. I'm not sure that we understood. You clarified it for us, but should we clarify it for the next group that comes along? Should we talk about the County Canvassing Board in this section?" Mr. Dove said that they could put language in there that explains that their authority would supercede the municipality, if the ballot is structured in that way. The City Attorney replied, "From my point of view, you don't have to because that is what the State Law provides. It's pretty clear now. I have been through the evolution of this. It used to be that you had both the City and County Canvassing Boards monitoring elections at the same time. Sandy and I have done any number of them. We have dealt with hanging and pregnant chads. We have been there in the past. It made what happened in the last presidential election all the more meaningful for me, because I have been into all of that process. It was either a change in the Statute, or there was a case that made it very definitive that where this general election is going to be, the County Canvassing Board is going to determine that. That issue has been resolved, at this point."

The City Clerk said, "In City Code Chapter 33.29, 'State Election Code Adopted,' I don't know if that is where it is about the County Canvassing Board, but we adopted that, which references the State Election Code. Maybe we could do an amendment and throw it in there, but it still would not be in the Charter." Mr. Teter commented, "I would think that as long as there is case law to all of this, simple is better." The City Attorney remarked that he is pretty comfortable with the way the elections are structured."

The City Clerk said, "That is a review of the proposed changes to the First Edition of the Charter that Pam did for us. If it is acceptable, we could have a vote." The City Attorney stated, "I don't see any jurisdiction ever being able to fix the residency requirement. This is my residence, because I say it is. That is what the courts go with." Mr. Van Der Slik remarked, "Especially true for rentals." The City Attorney noted, "Tom Warner, State Legislator, always said that his home was under construction. I don't know if he ever lived in this district." Mr. Teter remarked, "Stuart just went through that same thing in their recent election. It was resolved and the guy was on the ballot." The City Attorney said, "There was one in Dade County that I believe was running for the School Board. There they had to be a resident of whatever district they were running in at the time of qualifying. He moved into a shack in the middle of western Dade County that had no amenities. The court finally

concluded that that was not a residence." Mr. Teter stated, "That is the one thing that irritates my friends. I really don't think that there is much that they can do about it. We have had a series of Council members or County Commissioners in both counties where that has been the case." Ms. Corcoran asked, "Wouldn't it be determined by the address on your Voter's Registration? Here it says an 'elector.' The City Attorney replied, "That is correct. But people may register to vote in a place that they claim is their residence, but actually do not live there. That is the problem. They can register to vote in a place where they have an address. If is a rental apartment, they may or may not spend any time there." Ms. Corcoran remarked, "Or moved from there two years ago and never changed their address." The City Attorney said, "It is one of those problems that I don't think is real fixable."

Mr. Teter stated, "I agree with that. For over 20 years we have had a dozen candidates or office holders in two counties that were questionable. That is the one thing that irritates my friends. I tell them that I do not see any way around it. It has gone on, and will go on." The City Attorney commented, "Jack Krieger went to law school while he was on the County Commission. He was living somewhere else, but he had a P.O. Box and had a residence somewhere. He got his law degree and completed his term. I don't know that it is a problem, where you are going to craft language in the Charter that is going to fix it." The City Clerk commented, "It's good to have the rule. You need the guideline to start with."

Mr. Dove asked, "When do we actually vote on these proposals, because I noticed, when reading through the minutes, that a lot of things are done by consensus. There is no record of a vote being taken, and I am wondering when we actually start voting on this as a body and say that this is what we affirm to be changes. I could come back here and challenge a consensus." The City Clerk replied that she thinks that that is in the bylaws." Mr. Van Der Slik stated, "We talked a little about that, and the possibility that we might want to change our mind as we go along. It seems to me that when we have gone through this and gotten to a final draft, then it may be a matter of voting formally." Mr. Dove said, "I just think that somewhere in the record there should be documentation of a vote for each section." The City Attorney said, "I think that what you are going to end up with at the end of this process is what amounts to a report and recommendation. That will need an affirmative vote of the Committee. The concept of the consensus is helpful from the perspective of this is what you want for changes. The

clerk can write it up and bring it back so you can look at it." The City Clerk suggested, "If you have something that we did two meetings before, and in rereading it you come up with a thought that you don't like it, bring it up and everybody can consider it, and maybe the consensus will change. We are open to all of that at any meeting. My agenda is just a suggestion to keep us on track."

The City Clerk said, "We can move on to where Roger's Hot Spot List starts. He has something on 3.10(C). We can start with 3.02, which is qualifications." Mr. Thomas asked, "Have there been any problems with qualifications in the past?" The City Clerk replied, "We have had pretty smooth elections over the years. I can't remember anything outstanding at the moment. We do make a thorough check. We make them show those documents until we are satisfied. We listed four of them. Their residency is there, their name, social security #, driver's license, and picture." Ms. Corcoran commented that that was in their packet. The City Attorney advised, "The only qualification that exists right now is that they be an elector, and they reside in the district they are running in for six months prior to the qualification filing."

Mr. Dove said, "My only question on this is proof of citizenship. It is my understanding that to register to vote you do not have to prove citizenship. I think to run for an elective office in this country you should prove your citizenship, especially nowadays." The City Attorney replied, "I have to do a little research on that issue." Mr. Dove said, "If you are saying that you have to be an elector, and it is implicit in registering to vote that you are a citizen of the United States, I don't see any problem with trying to document that fact." Mr. Van Der Slik commented, "The point that the City Attorney is making is that you register as a voter under the laws of the State of Florida. The municipality being a creature of the State cannot set a standard that exceeds the State's standard. If we as citizens want to say to the State that they should tighten that up, that would be their responsibility." Mr. Dove said, "The City cannot make a rule that is more restrictive than what exists already in the State." Mr. Van Der Slik replied, "I think that is the case." Ms. Corcoran asked, "Don't you have to be a citizen to get a Voter's Registration Card?" Mr. Dove remarked, "You do, but you don't. No one asks you. It is assumed under the Honor System. That is something that came about in the last national election. There were instances where potential-legal aliens voted in that election and were registered to vote. A lot of it was because of the Motor/Voter Bill, where you could go in

and get a driver's license, check the box, and you are registered to vote."

The City Attorney said, "I haven't had to think about this for so long, I am not sure what the answer would be." Ms. Corcoran stated, "Sandy gave us the Announcement of Candidacy that they fill out. It is notarized and it says, 'I certify that I am a citizen of the United States and a resident of the City.' They are taking an oath." Mr. Dove remarked, "They are signing an affidavit. We are requiring them to show proof of residency, but we are not asking them to prove that they are a citizen." Mr. Teter stated, "I would have difficulty in proving that I am a U.S. Citizen, outside of having a birth certificate." Mr. Dove replied, "A birth certificate is all that you need." Mr. Teter replied that he does not have one. Ms. Corcoran commented that if he is a naturalized citizen, he would have a Certificate of Citizenship. Mr. Teter said that he would have to write the Health Department in his hometown in Indiana for a copy of his birth certificate. Ms. Ridsdale commented that he would if he wanted to run for office bad enough. Mr. Dove said, "I don't mean to make it a big boiling point. It just struck me as we were having this long discussion over residency and districts. I could come from any other country in this world and run for an office in any municipality in this country and get away with it."

The City Clerk said, "On some occasions someone will suspect it, usually your opponent or the press. They will make an inquiry and somebody will track it down and find out the facts." The City Attorney stated, "Sandy makes a good point. We've only had one instance that I can recall of anything close to that. There was a question about a mayoral candidate. Whether his civil rights had been restored after a run-in with the law. That was Sean Murphy. His run-in as an adult felon was in Michigan. Eventually, he satisfied the Supervisor of Elections that his civil rights had either been restored, or had never been lost. Therefore, he qualified as an elector, which qualified him to run for office." The City Clerk stated, "It is a public event. I am sure that there are illegal aliens that could get through and not look suspicious, but there are avenues. There are the press and opponents that can pursue it. Not everybody could get away with it. Hopefully, someone would find out about it."

b. **SECTION 3.02 - QUALIFICATIONS**

The City Clerk stated, "We discussed some of this. 'Any elector in the City, who has resided in the City for at least one year,

shall be eligible to hold the office of City Council member or Mayor.' This is the one-year residency and the six-months in the district. We did discuss that the Council shall be the judge of the election and the qualifications of its members, and grounds for forfeiture of their office. 'Member charged with conduct constituting grounds of forfeiture, this office shall be entitled to a public hearing on demand, and notice of such public hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing.' We had one instance of that. I don't know if they were using this section or the ethics ordinance that we did away with. This person was going to call for a public hearing against the Mayor, at that time. Something happened and it didn't get to that status, but it was in conjunction with an ordinance that we had." The City Attorney said, "I remember the incident, but I don't remember what was at the core of it." It was just pulling things out of the air. Sean Murphy always did that. He was always very good at accusing someone of something that they didn't do. It was a vague accusation, and because the ordinance was written to where there was enough vagueness in it, he was able to bring it to a certain point. That is why we did away with the ordinance. We now refer to the Statutes for anything to do with ethics law. It is in what you call the 'Seven Deadly Sins.'" The City Attorney stated, "Under this law, the council could set some standards for its members. If they would ask me how they would do that, I would probably jump to the 'Seven Deadly Sins,' first." The City Clerk said, "But with our City having an ethics ordinance, we were getting more fine-tuned than the States list of violations."

The City Attorney stated that he is trying to think of a bad example. The City Clerk remarked, "The candidate-elect that was spanking the reporter." The City Attorney replied, "He didn't spank her. He asked her to sit on his lap, after the election, but prior to taking office." The City Clerk remarked that he almost didn't get to take office, because everybody reacted to that unfondly." Ms. Ridsdale added, "Especially the reporter."

Mr. Van Der Slik asked, "A member charged with conduct constituting grounds for forfeiture, what would be the decision rule by the council? The majority?" The City Attorney replied, "Yes, and the accused would be able to vote." Mr. Van Der Slik said, "Unless there is more language." Mr. Teter asked, "What would constitute grounds for forfeiture? I assume that is covered by State Law." The City Clerk said, "That is why we did away with the ordinance." The City Attorney replied, "The answer is that it is up to the council. It is self-policing. If a

council goes squirrelly, and says that your office is forfeited because you missed last week's council meeting, then they are setting the bar so low that they may find themselves subject to that same challenge. In all of the years that I have been here, I don't recall a single incident of a serious discussion about utilizing this provision for purposes of forfeiture. It could happen." Mr. Teter asked, "Would being pulled over for a DUI be one of those things?" The City Attorney replied that it could be. Mr. Teter stated, "I remember a few years back when Ron Bowen was criticizing the Police Department, and all of a sudden some members of his family were being pulled over every other day of the week. It was only going to be a matter of time before they targeted him." The City Attorney said, "In the Seven Deadly Sins, drunkeness is one of them. I don't remember how it is worded, but I think it is 'habitual drunkeness,' or something like that. Most of the really bad stuff is going to result in the government stepping in and suspending someone. The Governor has the ability to do that. For example, if you were to have graft. There were two or three County Commissioners in one county who got suspended by the Governor within the last year for allocations of graft. In Flagler County I am aware of an incident where two County Commissioners had been charged with civil infractions, violation of the Sunshine. One of those guys is a union representative out of Daytona, so we are aware of it. In that instance, he satisfies the State Attorney's Office by saying that he did wrong, but not intentionally, and will pay the $500 fine. So that satisfied the State Attorney's Office. Could that County Commission then say, 'We think it is more serious than the attorney does. Therefore, we are going to declare your office forfeited?' Could that happen? It could." Ms. Ridsdale asked if double jeopardy does not count. The City Attorney replied, "Double jeopardy only counts in criminal prosecution."

Mr. Teter asked, "Do we need to put something in there to tighten this up, or is it sufficient to let it ride the way it has been and let the council be self-policing." Mr. Dove said, "You said that you had ethics language before, but because of that same problem of being more restrictive than the State Statute, you had to get rid of it. I guess your hands are tied." Mr. Van Der Slik said, "I would like to throw out a sentence that we could add to that paragraph. 'The member so charged will not be eligible to vote regarding such forfeiture.'" The City Attorney replied, "Just to be Devil's Advocate, the problem that I have with that language is that you end up with an even number voting on it. There are only four." Mr. Van Der Slik remarked, "That is current. We haven't gotten to that, yet." Mr. Teter

said that he is worried about three guys ganging up on two guys, or four guys ganging up on one." Mr. Dove said that it is like you don't have the right to defend yourself. Mr. Van Der Slik said, "No, it is just his vote. It doesn't mean that he can't debate it, and under the current arrangement there is a public hearing. In terms of voting on the issue, the person charged would not have a vote."

The City Attorney commented, "If there were ever a council that ganged up on somebody, it would have been the guy who asked the reporter to sit on his lap. It didn't happen that way. He was an individual that was just out of step with the council. He ended up to be a very good councilman." The City Clerk commented that he learned his lesson the first time. Mr. Teter said that a lot of people ended up respecting the job he did.

The City Clerk said that that was the only time that they came close to using the Charter. She said that they did not have that ethics language at that time. The City Attorney said, "I suppose that if I were to ask this group to do anything with that as a part of your report, it would be to suggest to the council that it look to that in its rules. What parameters they would consider for forfeiture. This is serious stuff. If this ever gets used for anything, that is what I would call the equivalent of a constitutional crisis in local government. It is tantamount to impeachment." Mr. Van Der Slik said, "The only point in having something, at this time, is that they not make up the rules in the face of a crisis." The City Attorney stated, "That is the point. Think about it before it happens." The City Clerk said that that is what they did with that Ethics Ordinance. She said that a City Ethics Ordinance was written and put in the Code Book because of a councilman, and what a councilman had done. It was a reaction to something that had been done. Mr. Dove asked, "Did somebody specifically challenge the Ethics Code that you had?" The City Clerk replied, "No, they tried to use it." The City Attorney clarified, "They used it to challenge the then Mayor." The City Clerk added, "They realized how serious it was to have that ordinance." The City Attorney stated, "Although he got elected as Mayor, the rest of the council at that time, were not big supporters of his, and that is why it got real squirrelly."

The City Clerk said, "There was a councilman that did stuff, so they wrote this Ethics Ordinance, because they did not want to have that stuff going on. They had the ordinance and another guy came along and tried to use it against the Mayor, and everybody on the council was wondering what they had done. They did not

want that kind of ordinance, because they could see the effects of it. It was not desirable so they did away with the ordinance. This is what we are left with." Mr. Dove questioned, "Regarding the recommendation from Mr. Van Der Slik, you are saying that it would be better for the council to do something through their rules, as opposed to putting something like that in the Charter?" The City Attorney replied, "They are required to adopt rules." Mr. Dove asked, "Like their bylaws?" The City Attorney replied, "That is correct. As an example, they don't use Robert's Rules of Order. It is the Mayor's responsibility to maintain order and decorum at the meeting. These are things that are set forth in their rules, and it speaks to the process of excusing absences and how to put things on the agenda. Most of which is not followed very closely. There are things that are council issues, that the council among themselves have to work out. That happens more often than one might realize." The City Clerk commented, "It happens at every election. The group gels after a period of time, or they stay at odds for two or four years."

The City Attorney stated, "I have had different councilmen over the years come to me and say, 'Will you tell the Mayor not to interrupt me while I am talking?' Not me, I am not going to tell one of the elected officials not to interrupt you when you are speaking. No, that is a conversation that you have with them on your own. That is a council issue." Mr. Van Der Slik advised that he will withdraw his suggestion for the time being. Mr. Dove said that it might be a good idea to make that recommendation in the report."

c. 3.03 - ELECTIONS AND TERMS

The City Clerk advised, "We just went into four-year terms. We are in our transition schedule now. You can see that on November 5, 2002, the Mayor and Council members for Districts #1 and #3 are elected for four-year terms, and council members for Districts #2 and #4 are elected for two-year terms. This was adopted 11/07/00."

Mr. Van Der Slik stated, "I would like to throw out for discussion a different way of dealing with this. I know that you have all had a chance to read the material here, and most of it advocates that we deal with a council/manager form of government. From our earlier discussion there is a sense of consensus that that would be what this group would want. I have been thinking about it, and, generally, I am in support of that. I think that there is a lot of aspect of this community that

fits well with a council/manager form of government, even the little crisis that has been going on in the last two weeks. It is an illustration of why that is the better form of government for this community. I don't know this to be a fact, but I have a hunch that there may be some connection between the Mayoral candidate, who would like to make a strong-Mayoral government, and the police group that has had something to say about the style of management that the manager has."

Mr. Van Der Slik continued, "There are a couple of things about our situation. We have a small Council. I would like to suggest that we strengthen the powers of the Mayor to a measure, as Mayor and leader of the community, and elaborate the council by making it larger. Go for eight council members, with four elected in one two-year term in four years, and four elected in the next two-year term for four years. The Mayor might have a veto power, at least to extend over the budget. Let me tell you why I am arguing this. We are now a community of about 90,000 in population and growing very rapidly. A five-member council, four of whom are council members elected at-large, although living in districts, is a small set of people. Most of the communities that have a five-member council are 20,000, 30,000, or much smaller, and certainly not growing like ours is. The growth suggests to me that it would be good to have an election with the possibility of changing the council members every two years, but not all of them. You could change the majority, very clearly. On the other hand, with alternate two-year elections there would be continuity with members at four-years a piece. I think you would be able to have diversity of points of view on the council. With a five-member council, a Mayor and four council members, the diversity of opinion is perhaps by one person. There is one condescender who has a differ vision, but there is only one. Possibly he can persuade somebody to be the second vote sometimes and second his motions, but he doesn't have much of a chance. A little larger council would allow a greater diversity of views when making public policy."

Mr. Van Der Slik said, "The Mayor under the current system is almost entirely symbolic. He doesn't have any particular powers. I think this Mayor puts on the order of two-thirds of his time on the job, but he is still a symbolic leader. He does not have many powers that go with that. I am suggesting a veto power because that gives him a bit of a hammer, and he can make an issue more publicly considered by putting a veto on a council's action. I know I am proposing a large package here, and I am not dogmatic about its pieces. I think I am dogmatic about the idea that a council of five, four councilmen and a Mayor, is too

small for the kind of community that we are now, and what we are becoming."

Ms. Corcoran asked, "Didn't we just redistrict based on population? Could you give me an idea of the numbers? They changed the districts because the population was different in the districts." The City Clerk explained, "They redrew the lines and moved them here and there, based on where the people were living." Mr. Dove asked, "How many people are in each district?" The City Attorney replied, "Roughly, 22,000." Ms. Corcoran stated, "I think that the premise of what you are saying, enlarging the council, is talking about the growth and to look to the future. The growth that we are going to experience needs more people representing the City, so have a seven-member council, or start that process now."

Mr. Van Der Slik said, "The larger group and the greater diversity is the bigger point. Because we are used to four in this community, making it eight so that every other year you had a new one elected from that quarter of the City would help, but other arrangements are possible." Mr. Dove asked, "On the veto power of the Mayor, is there a mechanism to override that veto?" Mr. Van Der Slik replied, "Sure. If it were a nine-member council, it would be six. Because the Mayor had already vetoed it, the other eight were able to vote, and maybe it would be five." Mr. Dove stressed that he would like to see some mechanism, because they don't want it dictatorial. Mr. Van Der Slik commented, "I am very much for the check-and-balance idea."

Mr. Thomas stated, "I have a serious problem with the Mayor having a veto over the budget. Having worked down in Miami, and having seen the City of Hialeah go through two different budget periods without a budget being adopted, it can throw a real monkey wrench into it." Ms. Corcoran asked, "Because of a mayoral veto?" Mr. Thomas replied, "It was not necessarily through a mayoral veto. They could not get the majority to vote for any budget. It really put a crimp on what the City was able to do." Mr. Dove asked, "How many members did they have on their council?" Mr. Thomas replied, "They had five. Hialeah had about 150,000 people. I cut my teeth in public administration in Ft. Lauderdale with 160,000 people and a five-member council. They were all elected at-large, and because of a lawsuit with the NAACP, they had four elected by district and the Mayor was elected at-large. I am on the edge of the coin here because, as a practicing-public administrator, I can see the difficulty in satisfying five bosses. When you tell me now that I have nine bosses, that is a difficult row to hoe. But the diversity issue

is certainly a very good one. I just don't know that at 90,000 we need to make that diversity yet, or the expansion on the council. I think that if you are going to have a Mayor who is other than a figurehead, he has to have some power. I am on the fence with that one, too."

Mr. Dove asked, "How does the stronger Mayor interact with the City Manager. There might be some battle lines there." Mr. Thomas said, "The classic example would be a business corporation, that has a general manager, a CEO, and a board of directors. The president of the board of directors doesn't necessarily have overriding authority to the general manager. The manager and the CEO generally answer to the board, as a whole. In most communities that I have worked in that was the case. I see setting up for a potential conflict. We are not always going to have people of the caliber that we have now."

Mr. Teter said, "When I was asked my thoughts on a strong-Mayor form of government, I said that I do not favor it. I don't see a need. I have no problem with the Mayor being the chief ribbon cutter and grand opener around town. I do like the idea of enlarging the council. It provides an opportunity for people to participate. We have seven candidates running right now for one council seat. There are interesting and quality people out there. I would like to see the council enlarged by a couple of members, but I don't want to give the Mayor veto power. I don't like the idea of giving one man that much power. It may only be the budget, but the budget is the king."

Mr. Van Der Slik said, "We have a situation where we have an election for Mayor and council members, but the visibility of the Mayor's contest is much higher than that of the councilmen. If that is the case, we look to that election as the means of suggesting to the administration what the people are thinking about, and what the people want in terms of direction in leadership. I think to have the Mayor as only a symbolic ruler, this is the chance to get direction from the people about what they want the community to be like, and what they want the City government to do. You can make a campaign more significant if the Mayor is more than a ribbon cutter."

Mr. Teter commented, "The title of Mayor is high visibility just by its nature. I understand what you are saying, but just because he has higher visibility, doesn't mean that we should give him more power. I have trouble giving one man a veto, and then require a supermajority to override it. If it is just the simple majority, he may as well have the veto. If you are going

to give the Mayor veto power, then you would have to go to a supermajority vote and I can see problems down the line. I can see a tied-up City Council. It ain't broke, so why fix it?"

Mr. Dove stated, "I don't think that this veto power equates with leadership. In the present system, if you have a strong leader sitting in that chair, they can still help steer the council. If you have the right personality sitting in that chair, they can still be an effective force on the council and steer whatever agenda they wish to do. It takes a lot of talent to do that. I have some reservations. If you go that route, it is just a stepping stone to a strong-Mayor form of government. Pretty soon the City Manager is going to be obsolete. Why are we paying this person six figures to manage the City, when we have this person sitting on the council who is making the big decisions. You have a council and a strong Mayor with veto power. There is no reason to have a City Manager."

Mr. Thomas said, "The leadership will be there if it is going to be there. Look at Stuart. They have five councilmen elected at-large. The Mayor is elected from among the five by a simple majority." Mr. Teter remarked, "They rotate it by tradition." Mr. Thomas said, "But they have not always followed that tradition. Invariably, the person in that chair takes a leadership role. There have been no shrinking violets since I have been there."

Mr. Van Der Slik said, "There is another way to go. Let the council choose the Mayor." Mr. Thomas remarked, "I had some questions about that as it related to the vice-Mayor, too." Mr. Van Der Slik stated, "This is certainly a legitimate way to go. Then the group that is elected is going to choose the natural leader among themselves. The downside of that is that you don't let the people say who ought to be the leader of the community. When you look at, what we are looking at, nine-person elections and at-large elections, that is middle-class, educated-voter favorable, and it will be a low participation kind of thing. If you make the Mayor more visible and more powerful, you engage more people in making that choice. If we say that we want to enhance democracy, that is a positive, even if the result is that we get some council conflict. It is not a corporation, the City Manager is not a CEO in the corporate model, even though it looks like it sometimes in the style of management."

Mr. Teter said, "I am just not getting the connection about giving the Mayor more power. It is a more highly-visible position, therefore democracy is enhanced. I'm sorry, I don't

follow the linkage." Mr. Van Der Slik said, "We will have an election upcoming where about 25% of the people will be voting for the Mayor." Mr. Teter replied, "You're in the ballpark. But do you think that by giving the Mayor veto power is going to stimulate the election? That is not why people aren't voting. People aren't voting because they don't care." Mr. Van Der Slik said, "The point is that if he is a symbolic leader who cuts ribbons, then there are not going to be public issues that evoke voter response." Mr. Teter said, "The sense that I am getting is that there is no lack of response to the Mayor or the mayoral election right now. This is a highly contested thing. I just don't see that giving him a veto power is going to enhance that and make democracy better."

Ms. Corcoran stated, "I think that you are right. Once elected, that person in the mayoral position is going to express leadership and be effective, or not effective in that position. If you look at the history of Port St. Lucie, if someone expresses leadership the people are going to elect him or re-elect him. If he fails in that leadership, someone else may get elected. If that other person who gets elected does not show leadership, the people are going to vote him out. Is it going to be 25% of the people who live in the City? I don't think that more power is going to make more voters come to the polls. The Mayoral election is the most visible because right now it is pretty contested. But the people are listening and watching, and they will go to the polls whether it is 25% or 15%. It is going to be exhibited in that leadership once that position is taken. You have seen that over the years. Now we are changing from two years to four years and it raises the stakes."

Mr. Teter said, "Put something down on paper, maybe something for us all to consider. I would like to consider every possible improvement we can make. You did that before the first meeting and that was very helpful." The City Attorney commented, "I think that Tom's comments are well taken. This is an incredibly healthy discussion. This is exactly the kind of discussion that this group should be having. Under your scenario of giving the Mayor some veto power, what decisions would he veto?" Mr. Van Der Slik replied, "Veto powers come in a number of varieties in American Government. To say that it is limited to the budget, is my way of saying that it is only a partial veto power." The City Attorney said, "The reason I ask is because when I think of a veto power, I think in terms of an executive branch having veto power over the legislative branch, and the legislative branch can trump it with the supermajority. In this instance, as an example in the budget, the manager prepares and submits the

budget, but the council has to adopt it. Under your scenario, are you thinking that if a simple majority of the council approved the manager's budget, then the Mayor could veto that approval? It is not the manager approving the budget. It is the council, itself. So you are saying that the Mayor would have the power to veto or override the simple majority of the council?" Mr. Van Der Slik replied, "Right, in the sense that he could make an issue out of the spending plan for the budget. He could say that he is going to veto it, and it will have to go back, and you will have to talk about it again so we can consider together what the goals are. Then the council can say, 'No. We were right the first time, and we are going to override you."

The City Attorney said, "There is another model in local government where the Mayor doesn't vote at all. He only votes to break a tie. He runs the meeting. He is the head of the City, the ribbon cutter, but he doesn't vote." Mr. Teter stated, "I don't want to take power away from the Mayor, but I don't want to give him too much, either." Mr. Thomas stated, "My concern with the veto, in terms of the budget, is once you set your tentative millage rate, you have a deadline to submit it. What happens if the Mayor vetoes that?" The City Attorney replied, "You do have to give the tax collector a millage rate to put in the TRIM Notice by a certain date. Otherwise, he will put in the one that you had last year." Mr. Thomas remarked, "Which may or may not suit your needs." The City Attorney said, "Then you run into a costly process of having to re-notice the public for the adoption of your budget, at the City's expense."

The City Attorney stated, "I would like to submit another thought, which is my own personal opinion. I think that you will find that with the four-year terms as they get moving along, your council members will probably be stronger council members, as compared to your administrative staff, because they are more secure in their tenure. My observation is even with incumbents, they shift gears for the campaign six months before the election. They are Candidate Smith. Then in a month or two, or maybe longer for some, after the election they gear back down to Councilman Smith. There is only a little more than a year in between the elections. They are never completely out of the candidate mode. But the mentality and how they view matters is different during the silly season. With the longer terms, I think that the power ratio between the elected officials and the administrative people, the balance is going to be slightly different. As long as you are always in the candidate mode, there is a shifting of power to the bureaucracy and away from the elected official. The more stable the elected official is,

the more power they have, and less power the bureaucracy has. The bureaucracy meaning the City Manager slammed down to the bottom." Mr. Thomas said, "From a practical experience standpoint, I would have to concur with that. That is true. The staff will take whatever authority they think they can get away with, and not in a devious manner, but in the process of doing your job, unless someone tells you where to draw the line." The City Attorney remarked, "I don't think it is a conscious effort. As an example, that is the reason I am against term limits. I think when you put term limits in you literally make the bureaucracy more powerful because they are more stable. I really like what Tom said in terms of you having a couple of ideas that have been thrown on the table. I think that they are worthy of consideration. Obviously, Mr. Van Der Slik has thought of this before, which is why he brought it up. I would encourage all of you to consider his comments and pick this up as a point of discussion in a future meeting." Mr. Teter stated, "At the last meeting you had some good notes, and they were helpful, so if you would, put together a few notes on that."

The City Clerk stated, "I have been here 25 years, and all the time I have been here this is the only form of government I have known. We haven't changed a whole lot but the four and two-year terms going up and down. But as far as councilmen and the Mayor being the ribbon cutter and all is what I am used to. I worked for the City of Ft. Pierce before I came here and they have the same thing. We were modeled after them and used the State model at the time. As far as what you are suggesting, I don't think that there would be a problem with enlarging the council to maybe seven. I wouldn't just jump into nine. It might be something that is worthy to suggest for the council to put on the ballot. My experience has also been that with 25 years of working with the government that we have, it has been very beneficial to the City of Port St. Lucie. We have really done a great job. Different City Managers have been here trying to help the Council. They worked as a smaller group to accomplish this big step that we are doing. There is diversity of opinion among them. Five opinions are a lot of opinions, and they all do have different opinions. It is amazing to me sometimes when I sit up there. I will listen at meetings, and each one of them is different. Going to seven is probably good. We are approaching 100,000 people. I would say that they do need that representation. We are at 22,000 per person and that gets harder as you go through the years for each individual council member to represent that many people." The City Attorney advised, "They represent all 100,000. Their district has 22,000. By and large, they view the City as a whole." The City Clerk stated, "At

election time they run by district. It has been a real joy to have seen them work together over the years. Because of the Councils that we have had, we are what we are, which is very successful. Look around at the other areas, and they can't compete. It is because we are what we are with the vacant lots out there, so the potential growth is phenomenal. We are pro-growth. If you get seven or nine people up there and they want to put the stop on it, if those opinions get voted in, then that is the type of City we are going to be." The City Attorney remarked that that could happen with five.

Ms. Corcoran asked, "Do you know if there is any precedent for number of population for the City Council. You were talking about five on the council in Ft. Lauderdale and Hialeah; yet, they were representing 150,000 people? Is there anything that might say, 'One Council member per 25,000 people seems to be what works?'" Mr. Van Deer Slik commented, "The whole idea of the City Manager/Council style was built on the assumption that there would be a small Council. The Manager would be accountable to that Council. The role of a Mayor would be minimal. That has been its style from the beginning. That was the basic reform idea, to keep it simple and keep it at-large. The older style of government emphasized more representation. Mr. Thomas talked about wards and things like that. In the time since then, there have been increasing variations on both models going away from the large councils of history. The City of Chicago still has 50 wards and 50 councilmen. I lived a number of years in Springfield, Illinois, and we had the old-commission style. That was where the commissioners ran departments and were the council, but that has been declining. With a five-member board like that under the state laws, two councilmen could not talk together. Remember, Roger has talked to us about what is private and what is public. Two councilmen could not talk to each other, because two constituted a majority of a quorum, which were three. This meant that they all had their own kingdom. In that particular community they have now gone to a ten-member council and a strong mayor. I am not arguing for that, but I suggest that there is a moving kind of hybridization of using some of the strengths of the different models and trying to put them together."

The City Attorney said, "Your specific question was if there was a magic number. There is no magic number. Mr. Van Der Slik is correct. The manager-form-of-government tends to work with a smaller commission." The City Clerk commented, "The only thing I see about increasing it, other than having that diversity of opinion, is that you need more staff to serve them."

The City Clerk said, "The November 5, 2002 election is what is in Section 3.03, and we are in the middle of going through that transition." Ms. Corcoran asked, "Do we have any changes for it?" Ms. Ridsdale stated that the problem with a two-year term is that they spend one year learning the job and one-year trying to get re-elected. Mr. Thomas remarked, "If you have staggered terms like we have in Stuart, you are always having an election. You are always dealing with two or three council people and two or three candidates." Mr. Teter commented that they better not mess with that since it is only a year or two old.

d) 3.04 - COMPENSATION AND EXPENSES

The City Clerk said, "The City Council may determine the annual salary of council members, by ordinance. That ordinance is one that follows a state formula. They passed an ordinance that has that provision. This year we had the salaries go up for this election. They are not getting it yet, but they will if they get re-elected. That fulfills the section, "No ordinance increasing such salary shall become effective until the date of commencement of the terms of the Council members elected at the next regular election. Provided that such election follows the adoption of the ordinance by at least six months.' I don't remember when that ordinance was passed. The Mayor is going to be at $30,000, and the Council members are at $17,500. It had to do with the growth of the City, and in comparison with others." Mr. Teter remarked that they play off of each other.

Mr. Dove asked how much the City Manager makes. The City Attorney replied, "About $106,000." Mr. Dove asked, "When was the last time that he got a raise?" The City Attorney replied, "He gets an annual adjustment based upon the annual-salary survey for cities in the southeast with between 50,000 and 100,000 in population." Mr. Van Der Slik stated, "You implied that there was a formula on Council's salary and the Mayor's salary." The City Clerk said, "There would be an ordinance that regulates that." Mr. Van Der Slik asked, "Is there a bi-annual consideration of salary increase, based on the cost of living?" The City Attorney replied, "I can't answer that. It used to be based on population increase, and we go so much per citizen. I think they departed from that." The City Clerk advised that they still have the population, but they have tied it to some other parameter. They added a little to it." The City Attorney advised that they would pull it and look at it. Mr. Dove asked, "Is it based purely on population?" The City Clerk responded in the affirmative.

Mr. Van Der Slik said, "We'll have the City Council from #1 and #3 getting their increase, and #2 and #4 will not get it until two years later." The City Attorney replied, "I don't think that is what is intended. I think that when this was drafted it anticipated two-year terms. It was drafted that #1 would not vote for one's salary, unless he/she got re-elected. With the four-year term, you could vote for a salary that did affect you for the last years of your term." Mr. Van Der Slik stated, "Or, alternatively, you would say, 'You can't get that salary because you voted on it during this term.'" The City Attorney said, "I was thinking about that. I think that is a question that you all should answer. Clarify this language as to what the intent is." Mr. Dove asked, "Is there any precedent for having fiscal accountability? For example, you say that your City is increasing in population, but your City is running deficits, and you have a Council voting themselves raises based on this formula." The City Attorney replied, "The Council's salaries are so miniscule compared to the size of the budget that it would not make a difference." Mr. Dove remarked, "I guess it is more symbolic than anything else." The City Attorney advised, "The City's budget is enormous." Ms. Corcoran asked, "Are the salaries tied into the budget?" The City Attorney replied in the negative. Ms. Corcoran asked, "If the budget was going to go into deficit. . . ?" The City Attorney replied, "The City's budget cannot go into deficit. The City cannot run in the red."

Mr. Thomas stated, "I know where you are coming on this and I agree. We need to look at that language. I think its clear intent is that you do not vote yourself a pay raise." The City Clerk stated, "We will get a copy of that ordinance for you so you can see. They did hash that out a year or so ago." The City Attorney said, "I don't think that anybody thought about it in terms of four-years. I know that I didn't, and I didn't hear anybody else raise it. I think you need to make the recommendation that a Council member in a four-year term can, or cannot, vote for a salary increase that affects his salary in the last two years of his term. That is just a policy decision. The language we can draft." Mr. Dove said, "On the flip-side you are saying that it is such a minimal impact on the budget, so what?" Mr. Van Der Slik remarked that it is a conflict of interest. Mr. Dove said, "I understand, but in the scheme of things it is meaningless. It is symbolic." Mr. Teter commented that it is a great campaign issue. The City Attorney noted, "To the fiscal impact on the City it is the minimalist. To the political impact, it is a big item." Mr. Dove said, "I am saying to let the politics take care of itself. Don't legislate that behavior. Let them be accountable for their own behavior." The

City Attorney replied, "There lies the issue. 'I have voted myself a big raise. I don't care if I get re-elected. I pulled down a big coin for two years. I'm out of here, and in Antigua.' That is the extreme example of it. In the Council's salaries, the philosophical debate that is involved with that is do you make a salary high enough that your elected official runs for that office as a full-time job? Or do you keep it so that the elected official is, for all intents and purposes, a volunteer? Up until this last one, they were essentially volunteers. You did not have a Mayor that maintained full-time employment for the last 20 years. They were all retirees. Lawless did some work." Ms. Ridsdale remarked, "On his own. His hours were whatever he wanted them to be." The City Attorney said, "He was not employed in the traditional sense of the word. Fielding was retired. Bob is retired. McChesney was retired. You have full-time employees on the Council. Vice Mayor Anderson is a full-time employee with the State. Glenn is a schoolteacher. But the time demands, from my observation, that the Mayor runs from place to place just for these ribbon cuttings. There are huge demands on the Mayor and his time. The rest of the Council gets some of it, but not to the degree the Mayor does." The City Clerk said, "He is very busy and on the road. It is a busy job with Port St. Lucie going from nothing to 100,000." The City Attorney noted, "The new Mayor is going to have a pretty big increase in salary."

Mr. Van Der Slik asked, "Who takes the primary responsibility for representing the City to the State?" The City Clerk replied, "The Mayor is by Charter." The City Attorney concurred, "Representing the City to the State." Mr. Dove asked, "Don't you pay a lobbyist?" The City Attorney replied, "It's a combination of Mayor/Manager. However, on some issues you'll have specific candidates that will take a particular interest and the Council will endorse them. We flew up before the Public Service Commission with Gerry Girard one time on an issue. He was willing to take the lead and the Council told him to go for it. By the Charter it is the Mayor, but it depends on the issue." The City Clerk noted, "Not that the others can't do it. Some of our Council members will go out as a Councilman and do the same type of thing that the Mayor would do. They have gone together to meetings at the State Capital to meet with legislators. They all can do it." The City Attorney said, "The Mayor cannot take a position for the City with the State, or anyone else, without Council's permission." Mr. Dove asked, "Do they have to pass a resolution to that effect?" The City Attorney replied, "They frequently do. Sometimes they don't. We do a bunch of stuff just by motion." The City Clerk commented, "I can remember a run on

that for a while. There were some very aggressive Council members who would go out and say certain things, which wasn't the case at all. They caught heck when they got back at the next Council meeting because it was not endorsed by the Council. We haven't had that happen for quite a while. There were some Councils in the past where that did happen. They prefer to have a representative follow through with their total wishes as a group." Ms. Corcoran asked, "Do their rules cover that?" The City Attorney replied that the rules don't specifically address it." The City Clerk said, "I believe they are just following the law of courtesy. They kept saying, 'You don't speak for me.'" Ms. Corcoran commented that they policed themselves.

Mr. Van Der Slik stated, "While we are talking about these duties of the Mayor and Council members, don't some of the Council people become appointees of the City on commissions of the County or State?" The City Attorney replied, "That is addressed in the rules. There are roughly nine boards or commissions aside from the City Council. When you are elected to the City Council, you assume a number of different hats. For example, the St. Lucie County Fire District is run by a seven-member board. We have two members. The County has to have more than one. Fort Pierce has two members. Two of our Council members have to be on the Fire Board because that is what the State Statute says." Mr. Dove asked, "Does the Mayor choose who they are?" The City Clerk said, "The person has to agree to it. It is in the Council Rules that all five vote that they will serve. They must serve on at least three. There is a list of committees and the Council Rules say that the Mayor will recommend who serves on which one." The City Attorney said that the State Statute makes some determinations. For example, the Treasure Coast Regional Planning Council says the Mayor. There is also the Tri-County Council of Governments."

Mr. Van Der Slik asked if they are compensated by the City or other ways. The City Attorney replied that they are not. The City Clerk noted that they get reimbursed for their travel. The City Attorney remarked, "None of the boards are paid. Our Mayors have been active in the Conference of Mayors. They go to the National Convention." The City Clerk added that they go to Washington, the National League of Cities and Florida League of Cities." Mr. Thomas commented that C-span has actually shown him sitting in the crowd at the Conference of Mayors. The City Attorney said, "That is one of the reasons that I am excited about the four-year term. It is very hard for the City of Port St. Lucie to get one of our people into important committees and chairmanships if they are up every two years. With four years,

maybe they can get some of our people in national positions. That is important to the City." Mr. Thomas noted, "It translates in terms of networking, grants, and other things that you might not be able to take advantage of if you don't have that recognition." The City Attorney stated, "They say that we are going to hit 100,000 next February. That makes us a first tier City." The City Clerk commented, "We need an active representative."

The City Clerk stated that that is the next thing on their list, but they are approaching 9:00 p.m. The City Attorney stated that they covered some real important issues. He asked if they are selecting a chair. The City Clerk replied, "No. They passed their bylaws at the beginning of the meeting and they call for the election to be held at the next meeting."

6. APPROVAL OF MINUTES - JUNE 20, 2002

The City Clerk said that she had forgotten to add the approval of minutes to the agenda. Mr. Thomas **moved** to approve the minutes. Mr. Dove **seconded** the motion. The **motion passed unanimously** by voice vote. The City Clerk advised, "We have approved the minutes and the bylaws, and the next meeting will be elections. The date of the next meeting will be 09/19/02, at 7:00 p.m." Ms. Corcoran advised that she will not be there.

7. ADJOURN

There being no further business, the meeting adjourned at 7:00 p.m.

Sandra K. Johnson, City Clerk

Mary Ann Manning, Deputy City Clerk

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"6"

Sec. 3.11. - Municipal committees.

The City Council may, by a majority vote, establish Advisory Committees to work on matters affecting the City of Port. St. Lucie, Florida. Any resident of the City is eligible to serve on such a committee. No elected official shall be permitted to serve as a member of any committee established under this section. Each committee established under this section shall adopt its own rules and procedures, and set up its own internal regulations for periodic meetings, minutes, and reporting back their findings to the City Council.

When establishing such Advisory Committees, the City Council shall set forth the tenure and duties of the members thereon.

(Adopted by electorate, 11-2-76)

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13H
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys AGS

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending litigation in the matter of *Major Gary L. Robinson, et al. v. City of Port St. Lucie, et al.,* Case No.: 2012CA001827

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: 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 Major Gary L. Robinson, et al. v. City of Port St. Lucie, et al., Case No.: 2012CA001827.

ANALYSIS: Section 286.011(8), Florida Statutes, requires that the request for an Attorney/Client Session be made at a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys on 5/5/2016.

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: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no attachments.

RECEIVED
MAY 05 2016
CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13I
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending litigation in the matter of *Transparency for Florida, Inc., et al., v. City of Port St. Lucie, et al.,* Case No.: 2013CA003295

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: 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 Transparency for Florida, Inc., et al., v. City of Port St. Lucie, et al., Case No.: 2013CA003295.

ANALYSIS: Section 286.011(8), Florida Statutes, requires that the request for an Attorney/Client Session be made at a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by John J. Fumero and Azlina Goldstein Siegel, Interim City Attorneys on 5/5/2016.

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: 5/9/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no attachments.

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COUNCIL ITEM 14A
DATE 5/9/16

MEMORANDUM

TO: MAYOR, CITY COUNCIL AND CITY MANAGER

FROM: SHANNON MARTIN, COUNCILWOMAN CF & SM.

SUBJECT: EXCUSED ABSENCE

DATE: 4/27/2016

This memo serves to request an excused absence from the Regular City Council meeting on April 25, 2016. I was unable to attend due to having back surgery and have been recovering from such.

Thank you.

SM/cf

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