"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, November 14, 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

Patricia Roebling, Interim City Manager

O. Reginald Osenton, 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, November 14, 2016

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 OF APPRECIATION TO ROBERT CSEAK FOR HIS SERVICE ON THE CONTRACTORS' EXAMINING BOARD

   B. **SPECIAL PRESENTATION** - REACCREDITATION BY THE COMMISSION OF FLORIDA LAW ENFORCEMENT AS AN EXCELSIOR AGENCY

   C. **PROCLAMATION** - SMALL BUSINESS SATURDAY

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** - COUNCIL WORKSHOP SEPTEMBER 19, 2016; REGULAR COUNCIL SEPTEMBER 26, 2016; SPECIAL EMERGENCY COUNCIL OCTOBER 5, 2016; REGULAR COUNCIL OCTOBER 10, 2016

   B. **PORT ST. LUCIE POLICE DEPARTMENT**, REQUEST TO EXPEND $90,000 OF FORFEITURE FUNDS IN ACCORDANCE WITH F.S.S. 932.7055(4) AND FEDERAL GUIDELINES, $40,000 FOR FORFEITURE RELATED OPERATIONAL COSTS, $20,000 TO SUPPORT VARIOUS CRIME PREVENTION AND COMMUNITY POLICING PROGRAMS, AND

$30,000 TO BE USED AS PART OF A GRANT MATCH FOR THE FEDERAL JAG GRANT FOR THE PURCHASE OF A TACTICAL ROBOT, POLICE DEPARTMENT

C. **WAIVE THE BIDDING, EMERGENCY, CHAPTER 35.03 (D)** TREE STAKING, **NATURES KEEPER, INC.,** #20170010, $57,640.20, CONTRACT PERIOD IS FOR 14 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

D. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** PILOT PROGRAM AT WESTPORT WASTEWATER TREATMENT FACILITY, **EVOQUA WATER TECHNOLOGIES,** #20160201, $100,810, PROJECT TO BE COMPLETED IN JANUARY 2017, PROCUREMENT MANAGEMENT DEPARTMENT

E. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** TACTICAL ROBOT FOR THE POLICE DEPARTMENT UTILIZING THE GSA ADVANTAGE CONTRACT, SCHEDULE 84, #GS-07-F043V, **ICOR TECHNOLOGY, INC.,** #20170001, $52,748, DELIVERY TIME IS 14-16 WEEKS AFTER NOTICE TO PROCEED, PROCUREMENT MANAGEMENT DEPARTMENT

F. **STS MAINTAIN SERVICES, INC.,** LOT MOWING FOR VARIOUS CITY LOTS, #20160155, UNIT PRICES SUBMITTED ON SCHEDULE "A", PLUS A ONE-TIME $10 INDEMNIFICATION FEE, ANNUAL ESTIMATED EXPENDITURE WILL BE AS BUDGET ALLOWS, ESTIMATED BUDGET FOR FISCAL YEAR 2016-2017 IS $65,000, CONTRACT PERIOD IS 24 MONTHS WITH THE OPTION TO RENEW FOR AN ADDITIONAL 24 MONTH PERIOD, PROCUREMENT MANAGEMENT DEPARTMENT

G. **LCCI CONSTRUCTION, LLC,** E-108 CULVERT REPLACEMENT AT XAVIER STREET CONSTRUCTION PROJECT, #20160171, $129,931, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 120 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

H. **ROWLAND, INC.,** REHABILITATION OF CITY MANHOLES, LIFT STATIONS, AND WET WELLS, #20160167, UNIT PRICES LISTED IN SCHEDULE "A", PLUS A ONE-TIME $10 INDEMNIFICATION FEE, ANNUAL ESTIMATED EXPENDITURES WILL BE AS BUDGET ALLOWS, ESTIMATED BUDGET FOR FISCAL YEAR 2016-2017 IS $100,000, CONTRACT PERIOD IS FOR 2 YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL 2 YEAR PERIOD, PROCUREMENT MANAGEMENT DEPARTMENT

I. **MINOR SITE PLAN, COFFEE PORT ST. LUCIE,** LOCATED ON THE NORTH SIDE OF PORT ST. LUCIE BOULEVARD, EAST OF WAYNE STREET, SOUTH OF CHAPMAN AVENUE, AND WEST OF KAIL STREET, CONSTRUCTION OF A 2,200 SQ FT ONE-STORY FREESTANDING RESTAURANT WITH A DRIVE-THRU, P16-101, COFFEE PORT ST. LUCIE, LLC, PLANNING AND ZONING DEPARTMENT

J. **MINOR SITE PLAN, SUITS U LUCIE,** LOCATED ON THE NORTHEAST CORNER OF WAYNE STREET AND PORT ST. LUCIE BOULEVARD, CONSTRUCTION OF A 1,903 SQ FT ONE-STORY FREESTANDING RESTAURANT WITH A DRIVE-THRU, P16-088, SUITS U LUCIE, LLC, PLANNING AND ZONING DEPARTMENT

K. **MINOR SITE PLAN, GATLIN BOULEVARD KIDNEY DIALYSIS CENTER,** LOCATED ON THE NORTHEAST INTERSECTION OF GATLIN BOULEVARD AND ROSSER BOULEVARD, CONSTRUCTION OF A 9,500 SQ FT MEDICAL OFFICE BUILDING, P16-137, EKVM PROPERTIES LIMITED PARTNERSHIP, PLANNING AND ZONING DEPARTMENT

L. **DECLARATION OF UNITY OF TITLE,** JEFFREY D. PETRICK TO COMBINE LOTS 11 AND 12, BLOCK 1549, PORT ST. LUCIE SECTION 30, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

M. **DECLARATION OF UNITY OF TITLE,** RONALD A. KING AND TERESA K. KING TO COMBINE LOTS 6 AND 7, BLOCK 3065, PORT ST. LUCIE SECTION 44, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

N. **DECLARATION OF UNITY OF TITLE,** EDWARD W. FRANKLIN AND ELIZABETH V. FRANKLIN TO COMBINE LOTS 7 AND 8, BLOCK 14, PORT ST. LUCIE SECTION 25, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

O. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** REPAIRS TO THE EMPLOYEE HEALTH CLINIC, CHANGE ORDER #1, **JOSEPH ENTERPRISES, INC.,** #20160191, $4,200, FOR A NEW CONTRACT TOTAL OF $27,230, CONTRACT PERIOD REMAINS AT 30 DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

P. **WAIVER OF CITY FEES – RIVERWALK BOARDWALK AND WESTMORELAND PARK DESIGN PLAN,** CRA DIRECTOR

Q. **AM CONSTRUCTION GROUP,** CONCRETE RESTORATION OF HEADWORKS AT WESTPORT WASTEWATER TREATMENT FACILITY, AMENDMENT #2, #20160095, $61,300, FOR A NEW CONTRACT AMOUNT OF $531,274, PLUS AN ADDITIONAL 45 CALENDAR DAYS FOR A NEW CONTRACT PERIOD OF 246 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

R. **AMERICAN HEALTHWAYS SERVICES, LLC,** AMENDMENT #4, TO ALLOW THE TWO FACILITIES, HUMANA FITNESS & WELLNESS CENTER AND THE COMMUNITY FITNESS AND WELLNESS CENTER TO GENERATE AN ADDITIONAL $.10 PER MEMBER VISIT AND UP TO A MAXIMUM OF $1.00 PER MEMBER PER MONTH, AMENDMENT SHALL EXTEND THE TERM OF THE AGREEMENT THROUGH DECEMBER 31, 2017, PROCUREMENT MANAGEMENT DEPARTMENT

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

A. **ORDINANCE 16-74,** AN ORDINANCE TO REZONE 73.30 ACRES OF PROPERTY LOCATED SOUTH OF DISCOVERY WAY AND WEST OF VILLAGE PARKWAY FROM MPUD (MASTER PLANNED UNIT DEVELOPMENT) TO GU (GENERAL USE) FOR A PROJECT KNOWN AS TRADITION LAND COMPANY SOUTHERN GROVE PLAT NO. 3 REZONING APPLICATION P16-123; PROVIDING FOR AN EFFECTIVE DATE; **QUASI-JUDICIAL**

B. **ORDINANCE 16-75,** AN ORDINANCE REZONING PROPERTY LOCATED SOUTH OF THE E/W #2 RIGHT-OF-WAY, NORTH OF THE PAAR DRIVE RIGHT-OF-WAY, BETWEEN THE COMMUNITY BOULEVARD RIGHT-OF-WAY AND SW VILLAGE PARKWAY FROM TRADITION LAGOON MPUD AND ST. LUCIE COUNTY AG-5 (AGRICULTURAL – ONE DWELLING UNIT PER FIVE ACRES) TO AN MPUD (MASTER PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN (P16-096); PROVIDING AN EFFECTIVE DATE; **QUASI-JUDICIAL**

C. **ORDINANCE 16-76,** AN ORDINANCE AMENDING AND RESTATING IN THEIR ENTIRETY THE NON-EXCLUSIVE FRANCHISES GRANTED TO TRADITION IRRIGATION COMPANY, LLC, BY ORDINANCES 05-184 AND 08-38; GRANTING TO TRADITION IRRIGATION COMPANY, LLC, A NON-EXCLUSIVE FRANCHISE TO PROVIDE IRRIGATION QUALITY WATER IN THE DEVELOPMENTS KNOW AS TRADITION AND SOUTHERN GROVE; PROVIDING FOR MINIMAL INTERFERENCE WITH CITY ROADS AND FACILITIES; PROVIDING FOR LIMITATION OF LIABILITY AND INDEMNIFICATION OF THE CITY; PROVIDING FOR RELOCATION OF FACILITIES; APPROVING AN AMENDED AND RESTATED IRRIGATION FRANCHISE AGREEMENT; PROVIDING FOR ESTABLISHMENT OF RATES BY THE GRANTEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

D. **ORDINANCE 16-77,** AN ORDINANCE PROVIDING FOR THE FIRST AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR TORINO LAKES PUD (P16-097) LOCATED ON THE WEST SIDE OF EAST TORINO PARKWAY AND SOUTH OF CONLEY DRIVE; PROVIDING AN EFFECTIVE DATE; **QUASI-JUDICIAL**

E. **ORDINANCE 16-78,** AN ORDINANCE TO REZONE 1.15 ACRES OF PROPERTY LOCATED SOUTHEAST OF PORT ST. LUCIE BOULEVARD, WEST OF ASTER ROAD AND NORTH OF ALTON CIRCLE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO I (INSTITUTIONAL) FOR A PROJECT KNOWN AS P16-149 S&W LAND INVESTMENTS; PROVIDING FOR AN EFFECTIVE DATE; **QUASI-JUDICIAL**

F. **ORDINANCE 16-79,** AN ORDINANCE AUTHORIZING THE ABANDONMENT AND TERMINATION OF A BLANKET FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3094, AT PAGE 1591, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

ABANDONING AND RELEASING SAID BLANKET FLOWAGE EASEMENT; PROVIDING AN EFFECTIVE DATE.

9. OTHER PUBLIC HEARINGS

A. **APPEAL OF CONTRACTORS' EXAMINING BOARD DECISION,** FROM THE MEETING OF SEPTEMBER 8, 2016, VIOLATION OF THE FLORIDA BUILDING CODE 105.1, AND THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES SECTION 150.520.2, LIOR POYASTRO, COOL AIR USA, INC.

10. FIRST READING OF ORDINANCES

A. **ORDINANCE 16-80,** AN ORDINANCE AUTHORIZING THE CONVEYANCE OF AN EASEMENT FROM THE CITY OF PORT ST. LUCIE TO FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION RELATED TO ELECTRIC SERVICE FOR A RADIO COMMUNICATIONS TOWER LOCATED ON CITY-OWNED PROPERTY DESCRIBED AS MCCARTY RANCH EXTENSION; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-81,** AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 IN ORDER TO REFUND ALL OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2005 AND GENERAL OBLIGATION BONDS, SERIES 2006, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY; AUTHORIZING THE LEVY OF AD VALOREM TAXES WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

11. RESOLUTIONS

A. **RESOLUTION 16-R84,** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT CONCERNING THE CONSTRUCTION OF SIDEWALK IMPROVEMENTS WITHIN AND ALONG SELVITZ ROAD FROM CARDINAL DRIVE TO NORTH MACEDO BOULEVARD; PROVIDING AN EFFECTIVE DATE.

B. **RESOLUTION 16-R85,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, COMMENDING INDIAN RIVER STATE COLLEGE FOR ITS LEADERSHIP IN HIGHER EDUCATION AND THE PROVISION OF EXCELLENT, ACCESSIBLE, AFFORDABLE EDUCATIONAL OPPORTUNITIES FOR OUR CITIZENS; SUPPORTING ITS CANDIDACY FOR THE ASPEN PRIZE FOR COMMUNITY COLLEGE EXCELLENCE; PROVIDING AN EFFECTIVE DATE.

12. **UNFINISHED BUSINESS**

A. **STRATEGIC PLANNING CONSULTANT,** PROCUREMENT MANAGEMENT DEPARTMENT

B. **CITY MANAGER EMPLOYMENT AGREEMENT,** CITY ATTORNEY

13. **NEW BUSINESS**

A. **DESIGN OF THE NEW MAINTENANCE BUILDING AT PRINEVILLE,** APPROVE FIRMS SHORT LISTED BY EVALUATION COMMITTEE: #1, BENTLEY ARCHITECTS & ENGINEERS, INC., #2 EDB ARCHITECTS, #3 ARCHITECTURAL BUILDING CORP, #4 THE MILCOR GROUP, INC., AND BEGIN NEGOTIATIONS WITH #1 RANKED FIRM, #20160160, PROCUREMENT MANAGEMENT DEPARTMENT

14. **DETERMINATION OF EXCUSED ABSENCES**

A. **COUNCILWOMAN MARTIN,** UPCOMING REGULAR COUNCIL MEETING DECEMBER 12, 2016; CITY COUNCIL WORKSHOP DECEMBER 19, 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.

November Meeting Calendar

DATE	MEETING	TIME	LOCATION
11-14-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
11-21-16	Special City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
11-23-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
11-28-16	Community Redevelopment Agency (CRA) Meeting	6:00 p.m.	City Hall Complex Council Chambers Building A
11-28-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
12-02-16	Special City Council Orientation Meeting	8:00 a.m.	City of Port St. Lucie Civic Center 9221 S.E. Civic Center Place Port St. Lucie, FL
12-05-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
12-06-16	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
12-08-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
12-12-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
12-13-16	Police Officer's Retirement Trust Fund Board Meeting	2:00 p.m.	City Hall Complex Room 188 Building A
12-14-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
12-14-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
12-14-16	Keep Port St. Lucie Beautiful Committee Meeting	3:00 p.m.	City Hall Complex Room 188 Building A
12-15-16	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
12-16-16	Special City Council Meeting Facilities Tour	8:00 a.m.	Bus Tour of City Facilities
12-19-16	City Council Workshop Meeting	TBD	Port St. Lucie Community Center 2195 SE Airoso Blvd. Rooms B, C & D

CA111416

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
NOVEMBER 14, 2016

7. **CONSENT AGENDA**

s) **DECLARATION OF UNITY OF TITLE,** NEIL WILKINS AND KATHY WILKINS, HUSBAND AND WIFE, TO COMBINE LOTS 13 AND 14, BLOCK 1670, PORT ST. LUCIE SECTION 31, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

t) **DECLARATION OF UNITY OF TITLE,** JOHN C. GAJEWSKI AND LUCILA L. GAJEWSKI, HUSBAND AND WIFE, TO COMBINE LOTS 4 AND 5, BLOCK 1648, PORT ST. LUCIE SECTION 5, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4A
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: Joel Dramis, Building Code Administrator

Agenda Item: Special Presentation: To Robert Cseak – Contractors Examining Board Pool Contractor Member

Submittal Date: October 14, 2016

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

BACKGROUND: Robert Cseak served on the Contractors Examining Board as a Pool Contractor Member from February 2008 through February 2016. A total of eight (8) years as allowable by City Code Sec 150.504.2.

ANALYSIS: Present a plaque to Mr. Cseak for his service to The City .

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: November 14, 2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: NA

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4B
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: John Bolduc, Chief of Police

Agenda Item: Special presentation: Reaccredited by the Commission of Florida Law Enforcement Accreditation as an Excelsior Agency

Submittal Date: 10/28/2016

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

BACKGROUND: In 1997, the agency was awarded state accredited status through C.F.A. (Commission for Florida Law Enforcement Accreditation). Since then the department has been reaccredited an additional six times with the last two awards received in 2013 and 2016 had the honor of "Excelsior" status.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minutes, Police Chief John A. Bolduc

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Letter from the Commission for Florida Law Enforcement Accreditation, Inc.

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Commission for Florida Law Enforcement Accreditation, Inc.
P.O. Box 1489 ~ Tallahassee, FL 32302
(800) 558-0218 ~ (850) 410-7200

October 26, 2016

Chief John Bolduc
Port St. Lucie Police Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Dear Chief Bolduc,

Congratulations!

We are pleased to inform you the Port St. Lucie Police Department has met the required standards to become reaccredited by the Commission for Florida Law Enforcement Accreditation as an Excelsior agency (second award).

Your reaccredited status is official as of this date and will remain in effect for a period of three years. Compliance with any future standards approved by the Commission that may be applicable to your department is part of maintaining your accredited status.

You and your agency are to be commended for your continued diligence, professionalism, and commitment in maintaining this highest recognition among Florida's law enforcement community.

We look forward to working with you and your agency in your continuous pursuit of excellence. On behalf of the Commission, we extend our thanks for your participation and congratulations on a job well done!

Sincerely,

Lori Mizell
Executive Director

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: John Bolduc, Chief of Police

Agenda Item: Motion: Expenditure of Forfeiture Funds

Submittal Date: 10/28/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the Port St. Lucie mission, principle 1, Exceptional Municipal Services. Vision 2030, Principle A, Safe Community, People feeling safe and secure at home, in their neighborhoods and around the community.

BACKGROUND: Initial Fiscal Year 16-17 request to expend Fund #603, Forfeiture Funds.

ANALYSIS: The Port St Lucie Police Department is seeking approval to expend $90,000 of forfeiture funds in accordance with F.S.S. 932.7055(4) and Federal guidelines, which will be incorporated into the City's budget via the budget amendment process.

FINANCIAL INFORMATION: The summary of the expenditure of funds is as follows: $40,000 for forfeiture-related operational costs, $20,000 to support various Crime Prevention and community policing programs including, but not limited to, the Roundtable of St. Lucie County, Castle, PB/TC 211, Boys & Girls Club, etc., and $30,000 as part of a grant match for the Federal JAG grant for the purchase of a Tactical Robot.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Motion to approve above request.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/16

LOCATION OF PROJECT: N/A

ATTACHMENTS: PSL Police Department Forfeiture Budget Amendment - FY 1617.

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PSL Police Department
Forfeiture Budget Amendment - FY 1617

10/21/2016

Funded through "603" Forfeiture Funds

Place on City Council Agenda for 11/14/16 meeting for approval.
After Council approves list, it needs to go through Budget Amendment process.

Chief's Review	Division	Acct No.	Amount	FDLE Category	Request
Forfeiture Related Administrative Costs:					
	2115	603-2115-5330	$200	Disbursement	Court reporter services related to forfeitures.
	2115	603-2115-5340	$300	Disbursement	Other contracual services for up-keep of seized properties.
	2115	603-2115-5404	$1,500	Disbursement	Travel related to training on forfeitures.
	2115	603-2115-5420	$100	Disbursement	Transportation costs related to forfeitures.
	2115	603-2115-5490	$27,800	Disbursement	Court & lien costs, newspaper ads, settlement agreements related to forfeitures.
	2115	603-2115-5520	$100	Disbursement	Misc operating supplies.
	8100	603-8100-591001	$10,000	Disbursement	Gen Fund transfer to cover salary costs for City Attorney time related to forfeitures.
		Subtotal - Admin	**$40,000**		
Other Forfeiture Requests:					
	2110	603-2110-5490	$20,000	Crime Prev	To support various crime prevention programs - including Boys & Girls Club (see list below).
	2130	603-2130-5644-**Y1710**	$30,000	Grant Match	Represents overage amount of purchase of Tactical Robot under the FY 1617 Federal JAG grant.
		Subtotal - Other	**$50,000**		
		GRAND TOTAL	**$90,000**		

Approved for agenda item. AMB

"603" fund Cash on Hand as of 9/30/16: **$150,925** This is the estimated cash carry-forward as of 10/20/16.

Unallocated "603" Balance: **$60,925** To go to contingency (603-8000-5010).

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

Breakdown of Crime Prev Programs:	**Cost**	**Acct No.**
603-2110-5490	$4,000	Executive roundtable contribution FY 2016-17 Operations Comprehensive Plan Membership Dues.
603-2110-5490	$16,000	To support various programs such as: Boys & Girls Club, CASTLE, Crimestoppers, Safespace, PB/TC 211, Boy Scouts, A Child Is Missing (ACIM), and other crime prevention / drug treatment related programs.
subtotal	**$20,000**	

bgtamd

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager
Jesus Merejo, Interim Assistant City Manager
Cheryl Shanaberger, Procurement Management Director

FROM: Jason Bezak, Buyer
Procurement Management Department

Agenda Item: Motion: E-Bid # 20170010 – Tree Staking

Submittal Date: 10/28/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 3 Balanced and Responsible Sustainable Growth, Objectives, No. 1 – "Preserve the natural beauty and access to natural areas."

BACKGROUND: Hurricane Matthew uprooted numerous City trees throughout the City. Some of these trees were recently added to the City's inventory.

ANALYSIS: City Staff reviewed the tree inventory and determined that no permanent damage was sustained, therefore the trees were worth saving instead of cutting and chopping them down or replacing. Nature's Keeper is a preferred vendor for the City performing landscaping tasks. Nature's Keeper was contacted to perform emergency tree staking services. The staking of the trees has saved the City $871,280.20 in tree inventory not including labor costs and the cost of removal.

FINANCIAL INFORMATION: Funds are available in the Storm Water Fund/ Emergency & Disaster Relief SV/ Other Contractual Services/ Hurricane Matthew.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waived the Bidding, Emergency Chapter 35.03 (D). Contract #20170010 Tree Staking with Nature's Keeper Inc., approval for the total amount of $57,640.20. The Contract period was fourteen (14) calendar days, with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: Various Locations in the City of Port St. Lucie, Florida.

ATTACHMENTS: Vendor Proposals, Tree Replacement Value Spreadsheet.

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CITY MANAGER'S OFFICE

Article I. - PURCHASING PROCEDURES

Sec. 35.01. - Purchasing agent.

The city manager or his designee, shall serve as the authorized purchasing agent for the city. The manager may designate a department head as purchasing agent for his individual department, as provided hereinafter.

('78 Code, § 2-121; Ord. 80-7, passed 3-11-80)

Sec. 35.02. - Officers not to approve own purchases.

No member of the department of finance, including the city treasurer, shall approve his own purchases of supplies, materials, and equipment. Nothing contained herein shall be construed to diminish the responsibilities of the city treasurer under the City Charter.

('78 Code, § 2-122; Ord. 80-7, passed 3-11-80)

Cross reference— City Treasurer, Charter section 10.01.

Sec. 35.03. - Procedure for purchasing.

The following procedures shall be used for the ordering, contracting, or furnishing of materials, supplies, equipment, or contractual services for any city department, office, or agency:

(a) *Purchases under $1,000.00.* Any purchasing agent may purchase any supplies, materials, or equipment in an amount of less than $1,000.00 by complying with procedures for making those purchases provided by the purchasing agent. The procedures shall be approved by the city manager.

(b) *Purchases over $1,000.00.* Orders or contracts to furnish any supplies, materials, equipment, or contractual services to any city department for $1,000.00 or more shall be requisitioned by the user department, and the city treasurer shall certify the availability of funds prior to the placing of an order or purchase.

(c) *Monthly certification of funds.* At the end of each month, the city treasurer shall certify to the city manager and each department head designated as a purchasing agent the amount of funds remaining in each department's budget for purchases under this subchapter. Any designated purchasing agent shall be individually and personally responsible for purchases made on behalf of his department in excess of the amount budgeted for those purchases, and shall reimburse the city and save the city harmless for the amount of any excess.

(d) *Competitive bidding for purchases over $25,000.00.* Orders or contracts to furnish any supplies, materials, equipment, or contractual services in excess of $25,000.00 shall not be permitted unless the competitive bidding procedures are followed as set out in sections 35.04 and 35.05. Provided, however, the city manager may authorize purchases in excess of $25,000.00, but not more than $50,000.00, where the city manager has determined circumstances require immediate requisition of goods or services; thereafter, the city manager shall justify said requisitions to the city council and request council ratification thereof.

(e) *[Extension.]* In the event the contractor offers in writing, prior to the termination of this contract, to provide the identical services required in this contract for the identical period of time in the subsequent calendar period for a total charge which is less than 96 percent of the total amount stated in this contract and, the city staff agrees that said services are required and that the cost is acceptable, then the city staff, without additional bidding or negotiation, and without further council approval, may, with the mutual agreement of the contractor, extend this contract at the reduced price for the additional term.

('78 Code, § 2-123; Ord. 80-7, passed 3-11-80; Am. Ord. 89-90, passed 8-14-89; Am. Ord. 94-48, passed 9-26-94; Am. Ord. 97-32, passed 5-12-97; Am. Ord. 03-73, § 1, 5-12-03)

Sec. 35.04. - Competitive bidding required for certain purchases; exception.

(a) Prior to making any purchase over $25,000.00, the purchasing agent or designated purchasing agent shall invite competitive bidding under the rules and regulations set out in this subchapter.

(b) Each purchasing agent shall be responsible for comparing prices on regularly purchased small items.

(c) For good cause shown and upon written recommendation by the city manager, the city council, by affirmative vote, may waive the provisions of this section and authorize the purchase, or authorize the making of an offer to purchase any goods, supplies, materials or services without competitive bidding.

('78 Code, § 2-124; Ord. 80-7, passed 3-11-80; Am. Ord. 89-80, passed 8-14-89; Am. Ord. 91-31, passed 10-28-91; Am. Ord. 94-48, passed 9-26-94; Am. Ord. 03-73, passed 5-12-03)

Sec. 35.05. - Competitive bidding procedure.

(a) On all purchases in which competitive bidding is required, an advertisement for bids shall posted on the city's website. Bids

CITY OF PORT ST.
Procurement Management

"A City for All Ages"

RECEIVED
OCT 21 2016
Procurement Management Department

October 19, 2016

To: Patricia Roebling, PE, Interim City Manager

Thru: Jesus Merejo, Interim Assistant City Manager

From: Cheryl Shanaberger, MPA, CPPO
Director of Procurement Management Department

As per City Ordinance Sec. 35.03 (d), please find the attached VISA Order Forms and Proposals from Natures Keeper Inc., for your signature.

Hurricane Matthew knocked over many trees throughout the City. The Public Works Department determined that to ensure the City's landscape investment that re-staking of the trees was required immediately. Therefore, Nature Keepers Inc., was contacted and was available to provide this service immediately.

Please return the signed documents to me as soon as possible. PMD will prepare the required agenda item for the next scheduled City Council meeting.

Attachments: Copy City Ordinance Sec. 35.03 (d)

RECEIVED
OCT 19 2016
CITY MANAGER'S OFFICE

npi
20th Annual Achievement of Excellence in Procurement
2015 Award Winner

121 S.W. Port St. Lucie Boulevard,
Port St. Lucie, FL 34984-5099

(772) 871-5223 Fax (772) 871-7337

Visa Order Form
City of Port St. Lucie

Charges for VISA may be placed after service is completed.

Card Number: [redacted] 2325
Security Code: 029
Cardholder Name: Christine Corigliano
Expiration Date: 05/19
:
Delivery location: 121 SW Port St Lucie Blvd, Port St. Lucie, FL 34984
Contact person for question: Christine Corigliano (772) 871-6161
Send receipt to: Christine Corigliano

Co. Name & Telephone/Fax No.: Date Issued: Oct. 15, 2016

Natures Keeper Inc.
3795 Seed Rd
Fort Pierce, FL 34945
Phone: (772) 467-1230
Fax: (772) 467-8923

Qty.	Description	Unit Price	Amount
1	Hurricane Damage Repairs & Clean Up Throughout City of PSL – Tree Bracing	$20,000.00	$20,000.00
Quote Date: 10/15/16		**TOTAL**	**$20,000.00**

Delivery time after receipt of Visa Fax:
Prices are to be FOB Destination.

Tax exempt # is 85-8012667200C-5

Please email receipt to:

CCorigliano@cityofpsl.com

10/20/16

This order is subject to all the City of Port St. Lucie Terms & Conditions that are available on City's web site at www.cityofpsl.com

Natures Keeper Inc.
3795 Sneed Rd
Fort Pierce, FL 34945
PH: 772-467-1230
FX: 772-467-8923

DBE Certified
Roberta@natures-keeper.com
Terri@natures-keeper.com

Bid Date: 10/15/16
Project Title: City Wide Hurricane Damage Repairs

Quote# 3225

DESCRIPTION		QTY	UNIT PRICE	TOTAL
Scope of Work:				
Hurricane Damage Repairs & Clean Up Throughout City of PSL		1	$ 20,000.00	$ 20,000.00
Tree Bracing				
TOTAL BID PROPOSAL				**$ 20,000.00**

Visa Order Form
City of Port St. Lucie

Charges for VISA may be placed after service is completed.

Card Number: [redacted] 2325
Security Code: 029
Cardholder Name: Christine Corigliano
Expiration Date: 05/19
:
Delivery location: 121 SW Port St Lucie Blvd, Port St. Lucie, FL 34984
Contact person for question: Christine Corigliano (772) 871-6161
Send receipt to: Christine Corigliano

Co. Name & Telephone/Fax No.: Date Issued: Oct. 7, 2016

Natures Keeper Inc.
3795 Seed Rd
Fort Pierce, FL 34945
Phone: (772) 467-1230
Fax: (772) 467-8923

Qty.	Description	Unit Price	Amount
1	Hurricane Damage Repairs & Clean Up Throughout City of PSL	$24,999.00	$24,999.00
Quote Date: 10/7/16		**TOTAL**	**$24,999.00**

Delivery time after receipt of Visa Fax:
Prices are to be FOB Destination.

Tax exempt # is 85-8012667200C-5

Please email receipt to:

CCorigliano@cityofpsl.com

10/20/16

This order is subject to all the City of Port St. Lucie Terms & Conditions that are available on City's web site at www.cityofpsl.com

Natures Keeper Inc.
3795 Sneed Rd
Fort Pierce, FL 34945
PH: 772-467-1230
FX: 772-467-8923

DBE Certified
Roberta@natures-keeper.com
Terri@natures-keeper.com

Bid Date: 10/7/16
Project Title: City Wide Hurricane Damage Repairs

Quote#
3224

DESCRIPTION		QTY	UNIT PRICE	TOTAL
Scope of Work:				
Hurricane Damage Repairs & Clean Up Throughout City of PSL		1	$ 24,999.00	$ 24,999.00
TOTAL BID PROPOSAL				**$ 24,999.00**

CITY OF PSL ----- HURRICANE MATTHEW - DAMAGE REPAIRS	Tree Replacement Value	
	Tree Cost	Tree Cost Total
10/7/2016 - Ansellmo	**total 10/7**	**$ 21,500.00**
*Becker Rd. East of Tesoro – Braced 3 Queen Crape Myrtles	$ 300.00	$ 900.00
*Becker Rd. West of Tesoro – Braced 3 Queen Crape Myrtles, Braced 1 Ligustrum	$ 300.00	$ 1,200.00
*Becker Rd. East of South Turnpike Entrance – Braced 3 Queen Crape Myrtles, picked up debris and palm fronds in center median.	$ 300.00	$ 900.00
*Becker Rd. East of Turnpike Median #1 – Braced 2 Queen Crape Myrtles	$ 300.00	$ 600.00
*Becker Rd. East of Turnpike – Braced 2 Queen Crape Myrtles	$ 300.00	$ 600.00
*Becker Rd. West of Turnpike – Stood up and Braced 2 Oaks 8" Caliper	$ 4,000.00	$ 8,000.00
*Becker Rd. East of I-95 – Removed 2 Jacaranda 10" Caliper	$ 400.00	$ 800.00
*Village Parkway / Becker Rd. South End – Braced 5 Oaks in Center Median	$ 1,500.00	$ 7,500.00
*Village Parkway (1/2 Mile North of Becker Rd.) – Braced 1 Pine Tree	$ 1,000.00	$ 1,000.00
10/8/16 - Guillermo	**total 10/08**	**$ 81,600.00**
East Lake Village Union Park Dr. – Braced 1 Oak 8" Caliper	$ 4,000.00	$ 4,000.00
East Lake Village Hillmoor Dr. – Braced 1 Oak 8" Caliper	$ 4,000.00	$ 4,000.00
East Lake Village Fern Park Dr. – Braced 1 Oak 10" Caliper	$ 4,500.00	$ 4,500.00
*Mariposa Ave. (East of Lennard Rd.) – Braced 2 Oaks 6-8" Caliper	$ 850.00	$ 1,700.00
*Lennard Rd. (Sams Club) – Straightened and braced 14 Oaks 4-6" Caliper	$ 850.00	$ 11,900.00
*Elks Club North (Lennard Rd.) – Braced 1 Jacaranda, 1 Oak 8-10" Caliper	$ 4,000.00	$ 8,000.00
*Lennard Rd. Center Median – Braced 1 Oak 28" Caliper	$ 20,000.00	$ 20,000.00
*Pond behind Sams Club – 1 Royal Poinciana	$ 1,500.00	$ 1,500.00
*Pond behind Sams Club – Braced 6 Oaks,	$ 3,000.00	$ 18,000.00
*Elks Club – Braced 2 Oaks 6" Caliper	$ 4,000.00	$ 8,000.00
10/10/16 - Humberto	**total 10/10**	**$ 100,800.00**
*Crosstown Parkway / West I-95 – Braced 1 Crape Myrtle	$ 450.00	$ 450.00
*Crosstown Parkway / N. Village Parkway – Braced 2 Ligustrum	$ 1,000.00	$ 2,000.00
*Crosstown Parkway / East I-95 – Braced 1 Oak	$ 4,000.00	$ 4,000.00
*Crosstown Parkway / E. California Blvd. – Braced 6 Oaks (8-10)	$ 4,000.00	$ 24,000.00
*Crosstown Parkway / East Bayshore – Braced 4 Red Geigers, 5 White Geigers, 2 Oaks	$ 4,000.00	$ 44,000.00
*Crosstown Parkway / West Sandia – Braced 2 Oaks (10-12)	$ 4,500.00	$ 9,000.00
*Gatlin Blvd. / West Savona Blvd. – Braced 1 Royal Poinciana (10)	$ 1,500.00	$ 1,500.00
*Gatlin Blvd / West Rosser Blvd. – Braced 1 Royal Poinciana (10)	$ 1,500.00	$ 1,500.00
*Gatlin Blvd. / West Import Dr. – Braced 1 Royal Poinciana (10)	$ 1,500.00	$ 1,500.00
*Village Parkway West – Braced 1 Oak (8-10)	$ 4,000.00	$ 4,000.00
*Village Parkway Median – Braced 1 Oak, 1 Slash Pine	$ 4,000.00	$ 8,000.00
*Village Parkway East – Braced 1 Magnolia	$ 850.00	$ 850.00
10/10/16 – Guillermo	**total 10/10**	**$ 71,800.00**
*SE Mariposa Pond / N. of Sams Club – Braced 1 Jacaranda 16" Caliper, 5 Red Maples 6" Caliper, 10 Oak Trees 8-10" Caliper.	$ 1,000.00	$ 16,000.00
*Behind Elks Club – Braced 9 Oak Trees 6-10" Caliper, 6 Cassia	$ 1,000.00	$ 15,000.00
*Hillmoor Dr. – Braced 5 Oak Trees 8" Caliper	$ 4,000.00	$ 20,000.00
*Howard Creek – Braced 4 Cassia	$ 1,200.00	$ 4,800.00
*Howard Creek – 4 Oak Trees	$ 4,000.00	$ 16,000.00
10/11/16 – Humberto	**total 10/11**	**$ 31,400.00**
*PSL Blvd median west side of twin bridges – Braced 1 Ligustrum	$ 1,000.00	$ 1,000.00
*PSL Blvd. median at Rivergate – straighten Queen Crape Myrtles, 2 Ligustrum	$ 1,000.00	$ 4,000.00
*Sandia – Braced 8 Queen Crape Myrtles	$ 300.00	$ 2,400.00
*Airoso Blvd. north of Prima Vista Blvd. – Braced 16 Golden Rain trees (6-8	$ 1,500.00	$ 24,000.00
10/11/16 – Guillermo	**total 10/11**	**$ 73,100.00**
*Howard Creek – Braced 12 Oaks (8'-10')	$ 4,000.00	$ 48,000.00
*Pine Valley – Braced 13 Crape Myrtles, 4 Hibiscus (2" Cal)	$ 300.00	$ 5,100.00
*Green River Parkway @ Rest Area / Berkshire Blvd. – Braced 3 Oaks, 2 Red Maples (2" Cal)	$ 400.00	$ 2,000.00
*Green River Parkway @ Rest Area / Charleston – Braced 45 Pine Trees (3" Cal)	$ 400.00	$ 18,000.00
10/12/16 - Humberto	**total 10/12**	**$ 62,800.00**
*Lennard Rd. - Lake south side of Sams Club - Stand and Rebraced -- 2 Jacaranda Trees (12'-14')	$ 2,500.00	$ 5,000.00
*Lennard Rd. - Lake south side of Sams Club - Stand and Rebraced -- 14 Oaks (8-10')	$ 4,000.00	$ 56,000.00
*Lennard Rd. - Lake south side of Sams Club - Stand & Rebraced - 4 Red Maple Trees	$ 450.00	$ 1,800.00
10/13/16 - Humberto	**total 10/13**	**$ 36,900.00**
*Hallmark @ Becker Rd. - Braced 2 Red Maples (6")	$ 750.00	$ 1,500.00
*Lackawanna @ Becker Rd. - Braced 2 Red Maples (6")	$ 750.00	$ 1,500.00
*PSL Blvd. @ Becker Rd. - Braced 1 Green Buttonwood (4")	$ 500.00	$ 500.00
*Becker Rd. Lake - Braced 12 Red Maples, (12')	$ 750.00	$ 9,000.00
*Becker Rd. Lake - Braced 4 Oaks (5'-6')	$ 2,500.00	$ 10,000.00
*Lennard Rd. - South side of Sams Club - Braced 3 Oaks (6'-8')	$ 4,000.00	$ 12,000.00
*Lennard Rd. - South side of Sams Club - Braced 6 Wax Myrtles (6')	$ 400.00	$ 2,400.00
10/14/16 - Humberto	**total 10/14**	**$ 69,050.00**
*South Side Sams Club - Braced 7 Oaks (6"-8")	$ 4,000.00	$ 28,000.00
*South Side Sams Club - Braced 9 Red Maples (5")	$ 750.00	$ 6,750.00

CITY OF PSL ----- HURRICANE MATTHEW - DAMAGE REPAIRS	Tree Replacement Value	
	Tree Cost	Tree Cost Total
*South Side Sams Club - Braced 1 Slash Pine (6")	$ 800.00	$ 800.00
*South Side Sams Club - Braced 17 Wax Myrtles (10'-12')	$ 500.00	$ 8,500.00
*Bur Lake - Braced 5 Oaks (6-8')	$ 4,000.00	$ 20,000.00
*Bur Lake - Braced 3 Cassias (6')	$ 750.00	$ 2,250.00
*Mary Terr - Braced 3 Cassias (6')	$ 750.00	$ 2,250.00
*Mary Terr - Braced 1 Wax Myrtle (14')	$ 500.00	$ 500.00
10/17/16 - Humberto	total 10/17	**$ 50,750.00**
*Selvitz Rd - Braced 3 Oaks (5" cal)	$ 1,000.00	$ 3,000.00
*Selvitz Rd. - Braced 1 Wax Myrtle (12')	$ 500.00	$ 500.00
*Cashmere Cir. - Braced 1 Jatropha (3")	$ 5,000.00	$ 5,000.00
*Cashmere / SLW Blvd. - Braced 1 Oak (6" Cal)	$ 2,500.00	$ 2,500.00
*Patio Cir. - Braced 6 Royal Poincianas (10"Cal)	$ 1,500.00	$ 9,000.00
*Patio Cir. - Braced 6 Oaks (6-8')	$ 2,500.00	$ 15,000.00
*Patio Cir. - Braced 2 Wax Myrtles (14')	$ 500.00	$ 1,000.00
*Patio Cir. - Braced 1 Red Maple (8")	$ 750.00	$ 750.00
*Durango - Braced 4 Oaks (6'-8')	$ 3,500.00	$ 14,000.00
10/17/16 - Guillermo	total 10/17	**$ 26,500.00**
*Behind Sams Club - Braced 6 Oaks (8")	$ 4,000.00	$ 24,000.00
*Behind Sams Club - Braced 1 Cassia (16")	$ 2,500.00	$ 2,500.00
10/18/16 - Humberto	total 10/18	**$ 32,200.00**
*Becker Rd. / I95 SE Quadrant - Braced 4 Cassias w/ 8 Metal Bracing (6")	$ 700.00	$ 2,800.00
*Hallmark - Braced 1 Sweet Gum w/ 3 Metal Bracing (6")	$ 800.00	$ 800.00
*Hallmark - Braced 1 Red Maple - Reused Bracing (6")	$ 800.00	$ 800.00
*S. Quick Cir. - Braced 1 Green Buttonwood w/ 3 Metal Bracing (4")	$ 500.00	$ 500.00
*Kestor - Braced 1 Green Buttonwood w/ 3 Metal Bracing (4")	$ 500.00	$ 500.00
*Bradshaw Cir. - Braced 1 Oak w/ 3 Metal Bracing (8")	$ 4,000.00	$ 4,000.00
*Bradshaw Cir. - Braced 1 Sycamore w/ 3 Metal Bracing (8")	$ 1,200.00	$ 1,200.00
*Bradshaw Cir. - Braced 2 Oaks w/ 4 Wood Stakes (6")	$ 1,500.00	$ 3,000.00
*Airoso / Sagamore - Braced 1 Golden Rain w/ 3 wood stakes (12")	$ 1,800.00	$ 1,800.00
*Crosstown Pkwy - Median - Braced 3 Oaks w/ 9 Metal Bracing (8-10')	$ 4,000.00	$ 12,000.00
*Crosstown Pkwy / SW Cashmere - Braced 4 Green Buttonwoods w/ 12 Metal Bracing (5-6"	$ 1,200.00	$ 4,800.00
10/20/16 - Humberto		
*LTC Ranch - Removed 2 Oak Trees		
10/21/16 - Humberto	Total 10/21	**$ 211,000.00**
*LTC Ranch - Braced 16 Oaks w/ Metal Bracing (10-12)	$ 5,000.00	$ 80,000.00
*LTC Ranch - Braced 5 Oaks w/ 10 - 2x4 (10-12")	$ 5,000.00	$ 25,000.00
*LTC Ranch - Braced 1 Oak w/ 3 - 4x4 (20")	$ 10,000.00	$ 10,000.00
*Crosstown Pkwy - Braced 21 Oaks w/ 63 - 2x4 (8-10")	$ 4,000.00	$ 84,000.00
*Crosstown Pkwy - Braced 2 Oaks w/ 6 - 4x4 (8")	$ 4,000.00	$ 8,000.00
*Crosstown Pkwy - Braced 1 Oak - Reused Bracing (8")	$ 4,000.00	$ 4,000.00
IRRIGATION REPAIRS	**Irrigation**	**$ 1,880.20**
10/10/16 – Scott		
*Elks Club – Replaced 2 Rotors, 1 Slip Fix 1.25", 1 Coupling 1.25", 2 Couplings 1", 1 Service Tee 1.5",		
2 Funny 90 ½"		
*Lennard Rd. – Replaced 24" Funny Pipe, 1 Funny 90 ½"		
*Crosstown Parkway – Replaced 1 Service Tee ¾", 24" Funny Pipe, 2 Couplings ¾"		
*Becker Rd. – Replaced 24" Funny Pipe		
10/11/16 – Scott		
*Crosstown Parkway - Replaced 1 Coupling 1.25"		
*Behind Sams Club. - Replaced 2 Couplings 1"		
*South Lennard Rd. - Replaced 2 Slip Fix 1"		
10/12/16 - Scott		
*Crosstown Parkway - Watered Trees, made list of all zones to run without Masuen		
This price does not include any MOT or Labor for Install. This is the value of the Tree Replacement.	**Total Tree Replacement Value**	**$ 871,280.20**
TOTAL Number of Tress Stood and Braced is 429		

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE. Interim City Manager-City Engineer
Jesus A. Merejo, Interim Asst. City Manager-Utility Systems Director
Cheryl Shanaberger, Procurement Management Department Director

FROM: Gina Jolly, Buyer

Agenda Item: Motion: #20160201 Pilot Program at Westport Wastewater Treatment Facility

Submittal Date: 10/24/2016

STRATEGIC PLAN LINK: Mission Principle A – Exceptional Municipal Services, Developing and maintaining a state of the art infrastructure and utility system.

BACKGROUND: The Westport Wastewater Treatment Facility (WPWWTF) is currently in the process of repairing the headworks. The main function of the headworks is to remove inorganics such as sticks, stones, grit and sand from the wastewater stream to protect and reduce wear on the downstream process equipment. The headworks experienced extensive damage to the concrete and mechanical components due to hydrogen sulfide corrosion. The repairs require the existing covers and ventilation system to be removed. The average concentration of Hydrogen Sulfide that the plant typically sees without feeding chemicals is approximately 680 parts per million (ppm) with peak levels of 1300 ppm. There are serious life threatening effects associated with exposure to high concentrations of hydrogen sulfide.

In 2016 the City began a pilot program to provide chemicals for WPWWTF with three of the most reputable companies in Florida. The pilot study was to determine which firm's product would meet WPWWTF's needs the best and would cause the least amount of disruption through the wastewater plant. In fiscal year 2016 Evoqua Water Technologies has cost approximately $62,000.00, with an additional $38,810.00 for fiscal year 2017.

ANALYSIS: The extended chemical usage is necessary due to high Hydrogen Sulfide concentrates the City staff would experience when working near the headworks. In the interest of employee health and safety, it is recommended that the City continues with the pilot test with Evoqua Water Technologies through the construction phase of the headworks. Switching chemicals during downtime of the headworks can cause high or dangerous levels of concentration.

FINANCIAL INFORMATION: Funds are available in the Renewal and Replacement Fund, Westport WWTF, Improvements O/T Buildings

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approval to waive the bidding Chapter 35.04 (c) good cause shown and approve #20160201 for the continuation of the Pilot Program at Westport WWTF with Evoqua Water Technologies for a total amount of $100,810.00. Project to be completed in January 2017.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: Westport Wastewater Facility. Due to the Critical Infrastructure Sector of the Homeland Security Act, no location map is provided for Water and Wastewater Facilities

ATTACHMENTS: Proposal from Evoqua, OSHA safety and health guide related to Hydrogen Sulfide, Picture of damages headworks

*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
OCT 2 4 2016
CITY MANAGER'S OFFICE

20160201

evoqua
WATER TECHNOLOGIES

September 22, 2016

Mr. John Eason
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984
Phone: (772) 873-6400
Fax: (772) 871-7615
Email: jeason@cityofpsl.com

RE: BIOXIDE® DEMONSTRATION EXTENSION (OCTOBER 2016)
CITY OF PORT ST. LUCIE – WESTPORT WASTEWATER TREATMENT PLANT
Evoqua Quote No. Q160922JS2

Dear Mr. Eason,

Thank you for your continued interest in Evoqua Water Technologies LLC. Evoqua would like to present the following proposal for the extension of the ongoing BIOXIDE® demonstration through the month of October. The current estimated BIOXIDE® requirements to completely treat the Westport Wastewater treatment plant are shown below in the following table:

Feed Site	Current BIOXIDE® Feed Rate
Master Lift Station	460 GPD
Lift Station 17	50 GPD
WP 50	75 GPD
Additional Feed Site (Under Investigation)	25 GPD
TOTAL	**610 GPD**

Table 1 – Current Bioxide Feed System Estimates

Evoqua recently installed a trailer mounted feed system at WP 50, while an additional feed site is being investigated for the Westport line. Once identified and optimized, Evoqua can scale down feed rates at all sites to meet the City of Port St. Lucie's desired treatment objectives.

The estimated cost of treatment through the month of October based on current feed rates for installed systems (~585 GPD) is approximately **$ 38,810**. Unit pricing for chemical is provided below:

BIOXIDE®: $ 2.14 / gallon

Equipment and Service: Included in the price of chemical

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The Terms and Conditions of the Manatee County Contract are considered part of this proposal and shall prevail.

Should a purchase order result from this proposal, please return the *entire* proposal, signed where indicated below, and address the order to:

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

If you have any questions, please do not hesitate to contact me at (941) 586-8813.

Sincerely,

Evoqua Water Technologies LLC

Charles Maltby

Charles Maltby
Technical Sales Representative

RE: BIOXIDE® DEMONSTRATION EXTENSION (OCTOBER 2016)
CITY OF PORT ST. LUCIE – WESTPORT WASTEWATER TREATMENT PLANT
Evoqua Quote No. Q160922JS2

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to sheri.whalen@Evoqua.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O.Number_____

Hydrogen Sulfide

Hazards

Health Hazards

Hydrogen sulfide gas causes a wide range of health effects. Workers are primarily exposed to hydrogen sulfide by breathing it. The effects depend on how much hydrogen sulfide you breathe and for how long. Exposure to very high concentrations can quickly lead to death.

Short-term (also called acute) symptoms and effects are shown below:

Concentration (ppm)	Symptoms/Effects
0.00011-0.00033	Typical background concentrations
0.01-1.5	Odor threshold (when rotten egg smell is first noticeable to some). Odor becomes more offensive at 3-5 ppm. Above 30 ppm, odor described as sweet or sickeningly sweet.
2-5	Prolonged exposure may cause nausea, tearing of the eyes, headaches or loss of sleep. Airway problems (bronchial constriction) in some asthma patients.
20	Possible fatigue, loss of appetite, headache, irritability, poor memory, dizziness.
50-100	Slight conjunctivitis ("gas eye") and respiratory tract irritation after 1 hour. May cause digestive upset and loss of appetite.
100	Coughing, eye irritation, loss of smell after 2-15 minutes (olfactory fatigue). Altered breathing, drowsiness after 15-30 minutes. Throat irritation after 1 hour. Gradual increase in severity of symptoms over several hours. Death may occur after 48 hours.
100-150	Loss of smell (olfactory fatigue or paralysis).
200-300	Marked conjunctivitis and respiratory tract irritation after 1 hour. Pulmonary edema may occur from prolonged exposure.

Worker Exposure Limits

NIOSH REL (10-min. ceiling): 10 ppm

OSHA PELs:
General Industry Ceiling Limit: 20 ppm
General Industry Peak Limit: 50 ppm (up to 10 minutes if no other exposure during shift)
Construction 8-hour Limit: 10 ppm
Shipyard 8-hour limit: 10 ppm

NIOSH IDLH: 100 ppm

IDLH: immediately dangerous to life and health (level that interferes with the ability to escape) (NIOSH)

PEL: permissible exposure limit (enforceable) (OSHA)

ppm: parts per million

REL: recommended exposure limit (NIOSH)

500-700	Staggering, collapse in 5 minutes. Serious damage to the eyes in 30 minutes. Death after 30-60 minutes.
700-1000	Rapid unconsciousness, "knockdown" or immediate collapse within 1 to 2 breaths, breathing stops, death within minutes.
1000-2000	Nearly instant death

What about longer term health effects? Some people who breathed in levels of hydrogen sulfide high enough to become unconscious continue to have headaches and poor attention span, memory, and motor function after waking up. Problems with the cardiovascular system have also been reported at exposures above permissible exposure limits. People who have asthma may be more sensitive to hydrogen sulfide exposure. That is, they may have difficulty breathing at levels lower than people without asthma.

Safety Hazards

The explosive range of hydrogen sulfide in air is 4.5 to 45.5 percent. This range is much higher than the PEL.

- Hydrogen sulfide is a highly flammable, explosive gas, and can cause possible life-threatening situations if not properly handled. In addition, hydrogen sulfide gas burns and produces other toxic vapors and gases, such as sulfur dioxide.
- In addition to exposure to hydrogen sulfide in the air, exposure to liquid hydrogen sulfide can cause "blue skin" or frostbite. If clothing becomes wet, avoid ignition sources, remove the clothing and isolate it in a safe area to allow it to evaporate.
- The effect called knockdown (rapid unconsciousness) often results in falls that can seriously injure the worker.

The following resources provide more information on the safety and health effects of hydrogen sulfide:

- Hydrogen Sulfide (H_2S)*. OSHA Fact Sheet. (October 2005). Provides a concise list of industrial sources, symptoms and health effects of exposure to hydrogen sulfide, and OSHA requirements for the protection of workers.
- Hydrogen Sulfide (H_2S) (PDF). OSHA QuickCard™. Provides the important safety precautions for hydrogen sulfide.
- Hydrogen Sulfide. National Institute for Occupational Safety and Health (NIOSH) Workplace Safety and Health Topic. Provides a listing of NIOSH and related resources on hydrogen sulfide.
- NIOSH Pocket Guide to Chemical Hazards. National Institute for Occupational Safety and Health (NIOSH) Publication No. 2005-149. Provides physical descriptions, exposure limits, measurement methods, personal protection and sanitation, first aid, respirator recommendations, exposure routes, symptoms, target organs, and other information about hydrogen sulfide.
- IDLH Documentation for Hydrogen Sulfide. National Institute for Occupational Safety and Health (NIOSH), (Revised August 16, 1996). Describes how NIOSH determined hydrogen sulfide Immediately Dangerous to Life and Health (IDLH).
- ToxFAQs for Hydrogen Sulfide. Agency for Toxic Substances and Disease Registry (ATSDR), (July 2006). Answers the most frequently asked health questions about hydrogen sulfide.
- Toxicological Profile for Hydrogen Sulfide. Agency for Toxic Substances and Disease Registry (ATSDR), (July 2006). More detailed technical information on hydrogen sulfide, health effects, chemical and physical properties, potential for human exposure, and analytical methods.
- Medical Management Guidelines for Hydrogen Sulfide. Agency for Toxic Substances and Disease Registry (ATSDR), (April 2006). Provides general information about hydrogen sulfide, its health effects, and specific medical treatments for hydrogen sulfide exposure.

*__Accessibility Assistance__: Contact OSHA's Directorate of Technical Support and Emergency Management at (202) 693-2300 for assistance accessing PDF materials.

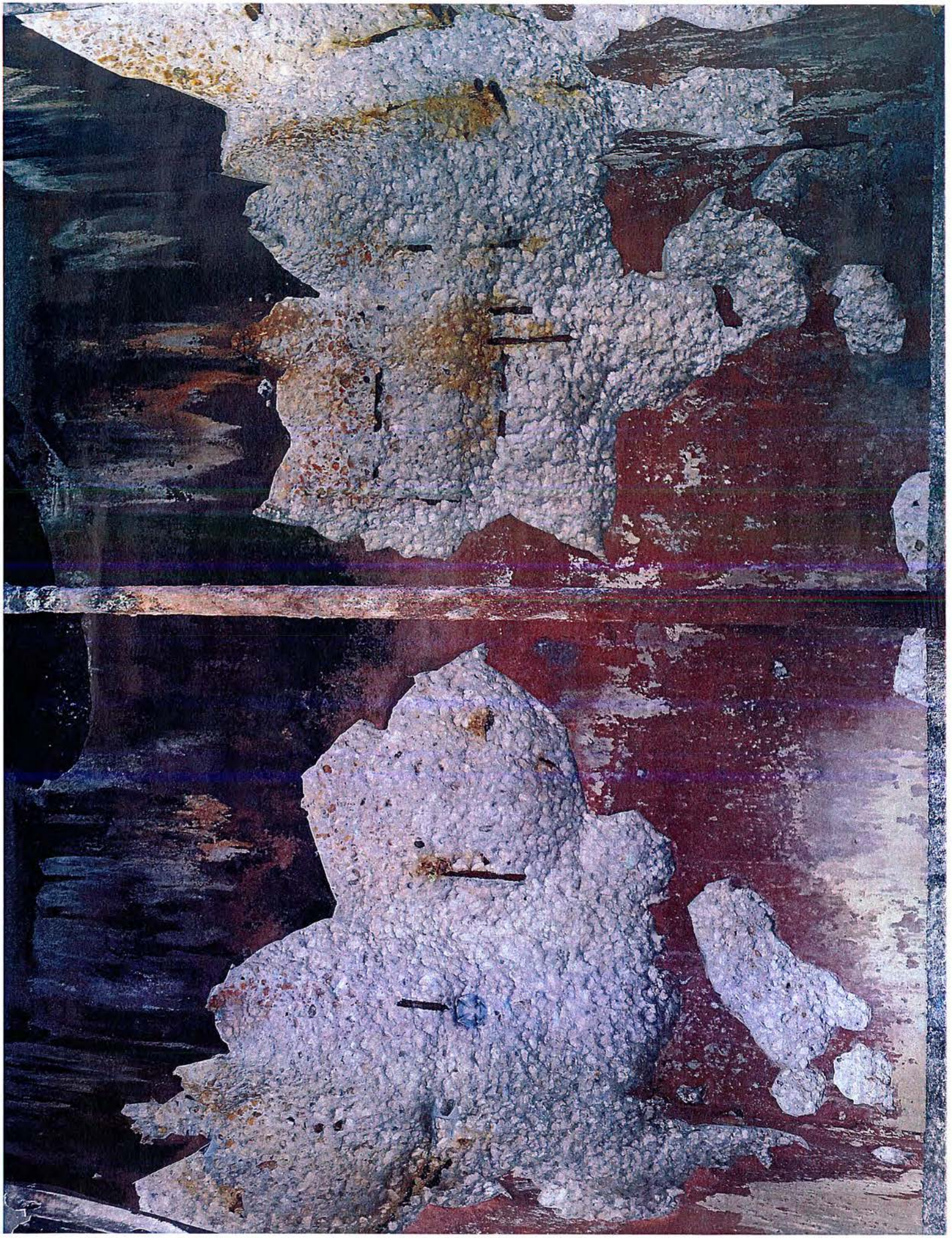
All other documents, that are not PDF materials or formatted for the web, are available as Microsoft Office® formats and videos and are noted accordingly. If additional assistance is needed with reading, reviewing or accessing these documents or any figures and illustrations, please also contact OSHA's Directorate of Technical Support and Emergency Management at (202) 693-2300.

**eBooks - EPUB is the most common format for e-Books. If you use a Sony Reader, a Nook, or an iPad you can download the EPUB file format. If you use a Kindle, you can download the MOBI file format.

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave., NW,
Washington, DC 20210

800-321-6742 (OSHA)
TTY
www.OSHA.gov



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager – City Engineer
John Bolduc, Police Chief
Cheryl Shanaberger, Director- Procurement Management Dept.

FROM: Gina Jolly, Buyer - Procurement Management Department

Agenda Item: Motion: 20170001 Tactical Robot for the Police Department

Submittal Date: 10/21/2016

STRATEGIC PLAN LINK: Vision 2030, Guiding Principles, Principle A, Safe Community, Planning for safe neighborhoods; People feeling safe and secure at home, in their neighborhoods and around the community.

BACKGROUND: The Police Department is requesting the purchase of a Mini Caliber SWAT Robot, which is intended for the safety and security of our citizens. This robot will assist in allowing the Police Department to gain necessary information and intelligence in making critical decisions when responding to life threatening events. It will also allow the Police Department to enhance their operational procedures when responding to high risk events and provide surveillance, the movement of objects, the identification of articles, opening of doors and the ability to depose potentially harmful items. The Police Department has received a Justice Assistance Grant (JAG) Program grant to aid in the cost of the robot.

ANALYSIS: Staff reviewed the GSA schedule of pricing with Icor Technologies and utilizing the GSA schedule will save over $1,600.00 by offering an additional three percent (3%) discount.

FINANCIAL INFORMATION: $24,256.00 (JAG) General fund, Neighborhood policing, Other machinery & equipment/ $28,492.00 Forfeiture fund, Law Enforcement, Other machinery & equipment

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approval to waive the bidding, good cause shown, Chapter 35.04 (c), Contract #20170001 Tactical Robot for the Police Department utilizing the GSA Advantage Contract, schedule 84 #GS-07-F043V with Icor Technologies in the amount of $52,748.00. Delivery time is 14-16 weeks from notice to proceed.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: GSA Schedule pricing, quote from Icor

*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
OCT 2 4 2016
CITY MANAGER'S OFFICE

ICOR TECHNOLOGY
935 Ages Drive
Ottawa, ON K1G 6L3
CANADA
P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

QUOTE

To
Mary-Beth Lee
Port St. Lucie Police Department (FL)
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Tel: 772-871-5183
Fax:
Mobile:
Email: mblee@cityofpsl.com

QUOTE NO.:	QUO-03206-T8J2-2
DATE:	September 21, 2016
EXPIRATION DATE:	December 21, 2016
CURRENCY:	USD
SHIPPING METHOD:	Ground
SHIPPING TERMS:	FOB-DESTINATION
DELIVERY DATE:	14 - 16 weeks APO
PAYMENT TERMS:	Net 30
GSA Cotrtact No.:	**GS-07F-0430V**

QTY	P/N	DESCRIPTION	$/UNIT	% DISC.	LINE TOTAL
1	CAL-MINI	Mini-CALIBER® SWAT Robot Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 2.4GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithiun-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Mini-iPad electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hardshell case is available as an option.	$44,500.00	3.00%	$43,165.00
1	CAL-CA1	Claw Attachment Kit - Mini A set of specially designed tools for the Mini-CALIBER® claw, includes: camera extension, box cutters, extension poles, tire deflator, finger extension, cutting hook, utility shears, multiple effectors and hook & line accessories.	$2,950.00	3.00%	$2,861.50
1	CAL-MCPV	Mini-CALIBER Command Post Video Transmitter Transmit video images from the robot Command and Control Unit (CCU) to the Command Post using the Command Post Video Transmitter. System allows images to be transmitted up to four iOS enabled devices (iPhone, ipad). Includes, one HD transmitter, one Mini-iPad, router, antennas, battery, chargers and tactical backpack. Approximately 3 hour run time. Note: the CAL-CPV is not compatible with the Mini-CALIBER with Digital COFDM Lite.	$5,950.00	3.00%	$5,771.50
1	S&H	SHIPPING AND HANDLING	$950.00		$950.00
				SUBTOTAL	$52,748.00
				TOTAL	$52,748.00

This is a quotation on the goods named, subject to the conditions noted below:
Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations.
Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-043V

To accept this quotation, sign here and return:

Signature Date

ICOR TECHNOLOGY INC.
GSA Contract Number: GS-07F-0430V
Valid to JULY 31, 2019 *(as amended)*

COMPANY INFORMATION

Name:	ICOR Technology Inc.
Address	935 Ages Drive, Ottawa, ON K1G 6L3 CANADA
Phone Number:	+1 613 745 3600
NA Toll Free:	+1 877 483 7978
Fax Number:	+1 613 745 3590
URL:	www.icortechnology.com
Point of Contact:	Mr. Jack Vongdouangchanh, sales@icortechnology.com
DUNS:	206980257
SAM Registration:	Activation Date – 02/12/2015

CONTRACT INFORMATION

Contract Number:	GS-07F-0430V
Contract Period	August 1, 2014 – July 31, 2019
Schedule Number / Description:	084: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response, FSC Group 84 – Law Enforcement and Security Equipment Supplies and Services
SIN Numbers/Description:	426-4E – Bomb Disposal and Hazardous Material Protective and Detective Equipment 426-4S – Closed Circuit Surveillance Systems
Labor Category/Description:	N/A

TERMS AND CONDITIONS

1. **GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities
2. **POINT(S) OF PRODUCTION:** 935 Ages Drive, Ottawa, ON K1G 6L3 CANADA, check with Contractor at time of order.
3. **DISCOUNT FROM LIST PRICES:** 3% on Robots; 10% on Hook & Line products; 15% on Mirrors from the accepted pricelist. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0. 75%.
4. **QUANTITY DISCOUNT(S):** 10% on single orders of $620,000 or more for SIN 426-4E; 25% on single orders of $100,000 or more for SIN 426-4S.
5. **PROMPT PAYMENT TERMS:** 1%/10 Days/Net 30
6. **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**
7. **Government Purchase Cards are accepted above the micro-purchase threshold.**
8. **FOREIGN ITEMS:** Canada
9. **TIME OF DELIVERY:** Shipped 120 Days after receipt of order for SIN 426-4E; shipped 42 Days after receipt of order for SIN 426-4S.

10. **EXPEDITED DELIVERY:** Contact Contractor for details
11. **OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.
12. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
13. **FOB POINT:** Origin
14. **ORDERING ADDRESS:** ICOR Technology, Inc., 935 Ages Drive, Ottawa, ON K1G 6L3, Canada
15. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
16. **PAYMENT ADDRESS:** Same as ordering address
17. **WARRANTY PROVISION:** Standard Commercial Warranty
18. **EXPORT PACKING CHARGES:** Not applicable
19. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level)
20. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
21. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
22. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
23. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
24. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
25. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
26. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
27. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** None

COMMERCIAL PRICELIST

This price list is a verbatim extract of our complete commercial price list dated April 1, 2016
Items extracted are all items by the ICOR Technology Inc. brand for inclusion on GSA Schedule

SIN	Part Number	Part Description	Commercial Price
	CALIBER Robots		
426-4E	CAL-MK3	MK3 - CALIBER® EOD	82,420.00
426-4E	CAL-T5	CALIBER® T5	84,520.00
426-4E	CAL-MINI	Mini-CALIBER® Robot SWAT Robot	44,500.00
	CALIBER Upgrades		
426-4E	CAL-CCU15	MK3 CCU Upgrade	28,745.00
426-4E	CAL-MAFB	Motorized Anti-Flip Bar	4,675.00
426-4E	CAL-MPTZ	Motorized, Telescoping Pan-Tilt-Zoom Camera	4,675.00
426-4E	CAL-PIP	Quad Screen Picture-in-Picture Functionality	3,675.00
426-4E	CAL-DVS	Digital COFDM Video System Upgrade	29,020.00
426-4E	CAL-DVL	Digital COFDM Lite Video System Upgrade	19,175.00
	CALIBER Options/Accessories		
426-4E	CAL-AL0	Aluminum Ramps (foldable, lightweight)	520.00
426-4E	CAL-APC	Auxillary Pole Camera for MK3 or T5	960.00
426-4E	CAL-BC0	Extra Caliber 24 V Battery Charger	365.00
426-4E	CAL-BC1	CALIBER Command Station Battery Charger	290.00
426-4E	CAL-BM0	MK3 BENELLI M4 SUPER SHOTGUN MOUNT (SHOTGUN NOT INCLUDED)	2,580.00
426-4E	CAL-BM1	T5 BENELLI M4 SUPER SHOTGUN MOUNT (SHOTGUN NOT INCLUDED)	2,580.00
426-4E	CAL-CA0	CALIBER Robot Claw Attachment Kit	3,125.00
426-4E	CAL-DVR	Digital Video Recorder (DVR)	2,050.00
426-4E	CAL-EB0	MK3 EXTRA ROBOT BATTERY PACK 24VDC (RECHARGEABLE)	1,195.00

426-4E	CAL-EB1	T5 EXTRA ROBOT BATTERY PACK 24VDC (RECHARGEABLE)	1,195.00
426-4E	ESI-RM2	Duke Pro 2-Channel Shock Tube Initiator with Mount	1,550.00
426-4E	CAL-EXA	T5 - Arm Extension Kit	4,970.00
426-4E	CAL-EXT	CCU RF EXTENSION CABLE 15 FT SET	270.00
426-4E	CAL-EXWAR	CALIBER Robot Extended Warranty (3rd Year)	5,145.00
426-4E	CAL-FR0	1000' (305m) milspec fiber-optic tether	9,190.00
426-4E	CAL-HCU	CALIBER Hand Held Control Unit	1,650.00
426-4E	CAL-HCUb	CALIBER Wireless Hand Held Control Unit (Bluetooth)	3,100.00
426-4E	CAL-PSA	The CALIBER®'s Portable Handheld Screen for Analog RF System	4,045.00
426-4E	CAL-PSD	The CALIBER®'s Portable Handheld Screen for Digital COFDM RF System	5,620.00
426-4E	CAL-SL0	MK3 Power Switch Lock	185.00
426-4E	CAL-SL1	T5 Power Switch Lock	185.00
426-4E	CAL-SP0	MK3 CALIBER BASIC SPARE PARTS KIT	2,380.00
426-4E	CAL-SP1	T5 CALIBER BASIC SPARE PARTS KIT	2,380.00
426-4E	CAL-TK0	External truck brackets for RF system (Client installs)	895.00
426-4E	CAL-TRC	Heavy Duty Hard Shell Transit Case (set of 2)	4,425.00
426-4E	CAL-VEX	Video Rf Range Extender for CALIBER Robot (for Analog Video System)	2,160.00
426-4E	CAL-XR1	X-ray mounting bracket for Vidisco XR-200 OR XR-300.	1,185.00
426-4E	CAL-OP016	Quick Release FLIR Camera for CALIBER® Robot	7,550.00
	Mini ONLY		
426-4E	CAL-OP001	24V DC Firing Circuit for Mini-CALIBER® Robot	1,050.00
426-4E	CAL-OP002	24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator	2,260.00
426-4E	CAL-OP007	24V DC Firing Circuit AND Mount for Needle Plus Disruptor	2,365.00
426-4E	CAL-SP2	Mini-CALIBER SPARE PARTS	1,575.00
426-4E	CAL-BC2	CCU Battery Charger - Mini	300.00
426-4E	CAL-BC3	Robot Battery Charger - Mini	195.00
426-4E	CAL-CA1	Claw Attachment Kit - Mini	2,950.00
426-4E	CAL-EB2	24V DC Battery Pack - Mini	625.00
426-4E	CAL-EB3	CCU Battery - Mini	155.00
426-4E	CAL-OP014	Mini-CALIBER case	1,570.00
426-4E	CAL-TTC	Mini-CALIBER® Training	3,000.00
426-4E	CAL-MDVR	Digital Video Recorder (DVR) for Mini-CALIBER®	1,950.00
	HOOK AND LINE		
426-4S	06A0645	CUTABINEER	75.00
426-4S	ESHL01	Hook & Line ESSENTIAL	4,125.00
426-4S	ESHL03	Hook & Line ESSENTIALwith Backpack	4,125.00
426-4S	ULHL02	Hook & Line ULTIMATE	6,480.00
426-4S	06A0021	SWIVEL RELEASE PULLEY ASSY REV 6	265.00
426-4S	06A0469	SPLITTER BALL ASSY REV 2	40.00
	STEALTH SEARCH EQUIPMENT		
426-4S	M1000	M1000 - Under-Vehicle Search Mirror	675.00
426-4S	M2000	M2000 - 5-Section Search Mirror	530.00
426-4S	M3000	M3000 - 3-Section Search Mirror	215.00
426-4S	M4000	M4000 - Carbon Fiber Tactical Search Mirror	495.00
426-4S	PSM-H&L	Pockect Search Mirror	200.00
426-4S	SSPC	Stealth Search Pole Cam	3,250.00
426-4S	TSPC	Tactical Search Pole Camera (TSPC)	4,350.00
426-4S	TSPC - Audio	TSPC - Audio - Out	1,100.00
426-4S	TSPC - Conn	TSPC - Quick Disconnect	65.00
426-4S	TSPC - Dual Cam	TSPC - Dual Camera for UDC	3,600.00
426-4S	TSPC - DVR	TSPC - Digital Video Recorder	600.00
426-4S	TSPC - IR	TSPC - IR for UDC	800.00
426-4S	TSPC - LCD 5"	TSPC - Hand-held 5" LCD Monitor	595.00
426-4S	TSPC - Shield	TSPC - Sunshield	45.00
426-4S	TSPC - Sling	TSPC - Tactical Rifle Sling	145.00
426-4S	TSPC - UDC	TSPC - Under Door Camera (UDC) Requires Standard TSPC	4,600.00
426-4S	TSPC - War3	TSPC - 3 Year Parts/ Labor Warranty (Depot)	650.00
426-4S	TSPC -Batt	TSPC - Backup Battery	325.00
	REMOTE FIRING DEVICES		
426-4E	RFD1649-15	Test Light	15.00
426-4E	RFD1670-04	Automotive DC Adaptor Cable	60.00
426-4E	RFD1674-01	1674 Remote Firing Device - Controllers	3,000.00

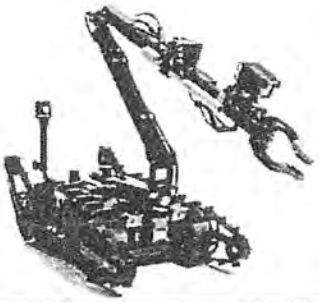
426-4E	RFD1674-0203	Low Profile Shock Tube Tip	110.00
426-4E	RFD1674-KIT04	1674 Remote Firing Device Kit with Two Remotes and Case	10,800.00
426-4E	RFD1678-1	8-Position Controller	4,100.00
426-4E	RFD1678-10	Smart Charger, 3 Position	800.00
426-4E	RFD1678-13	Tactical Case w/insert	610.00
426-4E	RFD1678-18	Full Case	715.00
426-4E	RFD1678-2	Electric Remote Initiator	3,500.00
426-4E	RFD1678-3	Remote Shock Tube Initiator (RSTI)	4,000.00
426-4E	RFD1678-4	Test Box (Optional)	2,500.00
426-4E	RFD1678-6	Mini Controller	4,000.00
426-4E	RFD1678-8	Conditioning Charger, 5 position	1,800.00
426-4E	RFD1678-KIT01	System w/ 1 Electric & 1 RSTI Remote	12,710.00
426-4E	RFD1678-KIT02	System with 2 Electric & 2 RSTI Remotes	21,410.00
426-4E	RFD1678-KIT03	System with 4 Electric Remotes	20,410.00
426-4E	RFD1678-KIT04	System with 4 RSTI Shock Tube Remotes	22,410.00
426-4E	RFDC930-400-00	Orange Cover (remotes only)	70.00

ICOR TECHNOLOGY

PROTECTIVE SECURITY EQUIPMENT

NTOA MEMBER TESTED and RECOMMENDED 2014

Mini-CALIBER® SWAT ROBOT



MAN PORTABLE ROBOT

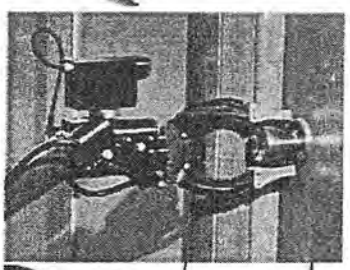
The lightweight, modular Mini-CALIBER® is a man transportable robot for SWAT and EOD operators. Developed for rapid tactical missions, the robot is simple to operate and quick to deploy, providing fast action for searching rooms, hallways, stairwells and confined spaces.

MISSION CONFIGURABLE

The Mini-CALIBER® includes a manipulator arm on a rotating turret with a 10X zoom camera on the claw. The arm will lift objects up to 15 lbs (6.8 kg), deliver packages and open doors. The zoom camera will reach up to 64" (163 cm), high enough to look into car windows and the horizontal reach of 50" (128 cm) allows for under vehicle searches. Panning and tilting the zoom camera is controlled by moving the claw.

PAYLOADS

CBRNE detectors and sensors can be mounted onto the deck of the robot chassis, assisting first responders in identifying hazardous items. Various types of disruptors can be mounted using disruptor mounts specially designed for the Robot.



MOBILITY

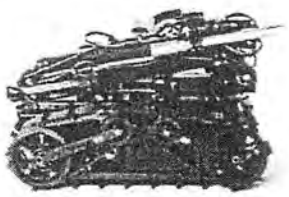
The compact platform measures less than 16" (40 cm) wide, allowing it to drive down aisles of planes, buses and other confined spaces. Powerful 24V DC variable drive motors achieve speeds up to 2.5 mph (4 km/h) and handle rough terrain, rocks and snow with ease. The polyurethane tracks and articulating front and rear flippers allow the robot to effortlessly climb stairs and inclines between 40° and 45°.

COMMAND & CONTROL UNIT (CCU)

Weighing only 5.2 lbs (2.3 kg) the handheld CCU is truly portable and intuitive to use. The robot is controlled through a variable speed joystick and incorporates 2-way audio for crisis negotiation. Clear images are transmitted to the 5.8" (14.7 cm) LCD daylight readable screen over a wireless RF system.

MULTIPLE MISSIONS

- Surveillance / Reconnaissance
- Inspection of planes, trains & buses
- Barricaded suspect / crisis negotiation
- Deliver / retrieve packages
- Open doors and move objects
- Under-vehicle inspection
- IEDD identification & disposal
- Intelligence gathering



Mini-CALIBER®
Man Portable Robot

ICOR TECHNOLOGY

PROTECTIVE SECURITY EQUIPMENT

MINI-CALIBER® ROBOT
OPTIONAL FEATURES

Mini-CALIBER® Claw Attachment Kit (CAL-CA1)

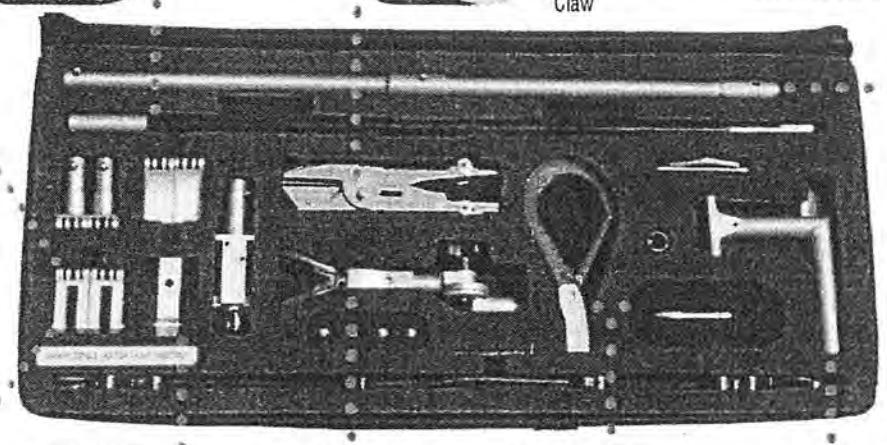
The Mini-CALIBER® claw attachment kit consists of specially designed tools that fit in the robots claw and increase the robots capability. The tools are designed to keep responders out of harm's way with accessories such as a Clothes Cutter, Wire Cutter, Box Cutter, and Tire Slashers. The specially designed tools make reaching into narrow spaces, grabbing mail and ceiling tile inspection an easy task.

Clothes Cutter
Cutting tool easily cuts clothes to find concealed weapons or body bombs

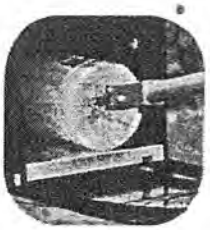
Wire Cutter
Heavy Duty cutting tool that mounts firmly on Claw. Can be mounted on front or side Claw

Camera Extension
The camera extension is designed to access hard to reach places. The rubber tip is ideal for pushing tiles, windows, doors and other obstacles out of the way

Box Opener
Set of two blades on claw tips. Quickly open boxes systematically



Tire Slashers
Set of two blades on claw tips slashes and deflate tires faster than the conventional tire deflators



Bottle Piercer
Dual blade tip design to pierce through bottles with unknown liquid. Can also pierce circular holes in boxes

Box Grabber
Extends reach of robot with dual hook to reach high, low and awkward areas

Object Puller
Hooks object with self locking claw and pulls object with hook straps to a safer location

Mail Grabber
Specially designed tools for remotely retrieving letters and envelopes

Pelican Case (CAL-OP14)

Heavy Duty Hard Shell Transit Case used for transport of the Mini-CALIBER® robot with custom cut foam and tie downs to secure robot while in travel.

Basic Spare Parts Kit (CAL-SP2)

Contains essential spare parts for the robots chassis, deck, tracks, wrist, arms, and cameras. *(Image is for illustrative purposes only)*

Edge Tactical (BATS) (CAL-BATS2-MINI)

The Block Accessory Tool System (BATS) provides the robot user with a greater ease, speed, and versatility. The 6 Block Accessory Tool System contour design securely fit within the Mini-CALIBER®'s Claw.

Spare CCU Batteries (CAL-EB3)

Lithium-Ion Battery with LED power status indicator

CCU Battery Charger (CAL-BC2)

Dual port battery charger with Re-Calibration functionality

Robot Batteries (CAL-EB2)

Two 12V DC, 9.6Ah Lithium-Iron-Phosphate (LFP) rechargeable batteries with up to 3 - 5 hours run time (mission dependent)

Robot Charger (CAL-BC3)

Dual Battery charger ideal for charging the batteries while inside the robot or using the adapter for stand alone charging of batteries outside the robot .

Carbon Fire 10 (CAL-CBFIRE)

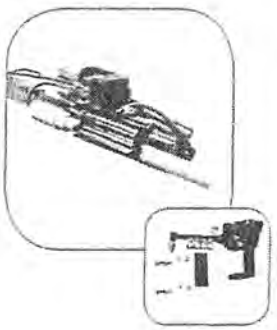
The CarbonFire 10 IED Disruptor from Concept Development has been optimized for render safe operations and comes with a 10 Year manufacturers warranty. Includes disruptor, laser and robot mount. *(Note: Requires CAL-OP002)*

Proparms Recoilless Disrupter (CAL-12.5)

The 12.5mm recoilless disruptor from Proparms Ltd. is compact, lightweight and 97% recoil free *(Note: Requires CAL-OP007)*

Needle (Plus) Disruptor (ADT-3020-640)

The Needle (Plus) Disruptor from ABP Precision is constructed from non-corrosive stainless steel and requires minimal maintenance. *(Note: Requires Disruptor Mount CAL-OP007)*



Disruptor Mount (CAL-OP007)

The disruptor mount allows for disruptors to be attached to the Mini-CALIBER®'s arm. The mount includes a 24V DC Firing Circuit, CCU firing control box aiming lasers and camera. *(Note: Can support ABL2000, Proparms 12.5RC and .357 Magnum. Disruptors not included)*

24V DC Firing Circuit (CAL-OP001)

Basic 24V DC firing circuit required for initiating disrupter or MWB charges

Duke Pro Mount with firing circuit (CAL-OP002)

The Shock Tube Initiator Mount with the 24V DC firing circuit.
(Note: Includes shock tube initiator)

Duke Pro Mount (CAL-OP017)

The single channel Shock Tube Initiator mount is used to attach the single shock tube initiator to the back of the Mini-CALIBER®'s Arm. *(Note: Duke Pro and Firing Circuit not included)*

ICOR TECHNOLOGY

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Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearances without notice.

Mini-CALIBER® SPECIFICATIONS

Standard Features & Capacities

FEATURE	DESCRIPTION
Drive System	• Variable drive speed up to 2.5 mph (4 km/h) • 2 drive modes - Stair Climbing and Standard • Chain Drive motors with polyurethane tracks • 0° turning circle
Front/Rear Flippers	• Front & Rear articulating flippers for stair climbing and obstacle clearance • 0° - 270° flipper rotation with positional feedback • Pre-set position for stair approach with LED indicator • Pre-set position for stair climbing (flat) with LED indicator • Pre-set position for stowage (home button) • User adjustable pre-sets
Claw Arm	• 5 axis arm on rotating turret • Turret rotate: + / - 95° • Claw rotate: 360° Continuous Rotation • Max 64" (163 cm) Vertical Reach • Max 50" (128 cm) Horizontal Reach • 15 lbs (6.8 kg) lift capacity • Wide angle Claw Camera • Color zoom camera with 10x optical zoom • LED indicator for turret home position (allows for safe stowage of arm)
PTZ Camera	• Pan-Tilt-Zoom Color Camera with 10x optical zoom and LED Light • Mountable in different positions • Shoulder range: 0° - 190°
Front Drive Camera	One wide angle IR color CCD camera mounted in front of chassis
Rear Drive Camera	One wide angle IR color CCD camera mounted in rear of chassis with LED light
Mast Camera	Wide angle Rear Mast Camera for overhead view of robot and claw arm
Robot Battery Pack	• 24V DC, 9.6Ah Lithium-Iron-Phosphate (LFP) rechargeable batteries • Battery Chargers included
Command & Control Unit (CCU)	• Handheld, portable CCU • Variable Speed Joystick Control • 5.8" (14.7 cm) LCD daylight readable anti-glare screen • Weight: 5.2 lbs (2.3 kg); 5.7 lbs (2.5 kg) w/ Firing Circuit Key • Lithium-Ion Battery • LED function status indicator • Diagnostic tether cable • Weather resistant
RF Communications	• Wireless RF Video, Data, and Digital Audio • Approximately 1,000 ft (300 m) operating distance LOS
2 - Way Audio	• Digital 2-way (talk/listen) • PTT headset with adjustable volume • Omni-directional microphone on robot • Weather resistant speaker
Training Course	Training video included on training tablet
WARRANTY	2-YEAR LIMITED WARRANTY
TECHNICAL SUPPORT	UNLIMITED TECHNICAL SUPPORT

Optional Features

FEATURE	DESCRIPTION
COFDM Lite Backpack	Upgrade to a true Digital COFDM Lite video system. Ensures transmission of video images free of distortion. Ideal for mobile and urban environments.
FLIR® Thermal Image Camera	The thermal image camera is enclosed in a aluminum, weather resistant enclosure mounted on the mast of the robot.
Claw Attachment Kit	Mini-CALIBER® claw attachment kit consisting of specially designed tools designed to keep responders out of harm's way with accessories such as clothes cutter, wire Cutter, box cutter, tire slashers and tools that make reaching into narrow spaces, grabbing mail and ceiling tile inspection an easy task.
Firing System	One independent, isolated firing circuit with removable key switch for RSP tools and/or breaching
Shock Tube Initiator	1 Channel Shock Tube Initiator with attachment mounts
Command Post Video Transmitter (CPV)	The CPV Allows more eyes to view in real time what the robot operator is viewing. With a 12V battery the CPV can last up to 5 hours *(Mission Dependent)* and securely broadcast the video up to 4 devices simultaneously to a distance of 600' (183 m) LOS.
Handheld Screen	Secondary portable wireless RF LCD Screen to see images from robot cameras. Ideal for SWAT entry teams. *(Note: Available for analog system only)*
Mini-CALIBER® Backpack	Custom designed backpack for easy deployment of the robot. Backpack designed with cushions support and straps for stability and comfort during transportation.
Training Course	One day Robot Operation and Maintenance course. Either at ICOR or customers facility

General Capacities

Mission Time	Up to 3 - 5 hours (mission dependent)
Width	15.8" (40 cm)
Height	9.5" (24 cm)
Length	• 24" (60 cm) Flippers Stowed • 33.8" (86 cm) Flippers Deployed
Ground Clearance	1.5" (3.8 cm)
Weight	65 lbs (27 kg)
Stair Climbing Angle	40° - 45° depending on stair structure (with front and rear flippers deployed)
Weather Resistance	Environmentally sealed; chem.-bio wash down capability

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager – City Engineer
Jesus Merejo, Utility Systems Department Director-Interim Assistant City Manager
Carmen Capezzuto, Neighborhood Services Director
Cheryl Shanaberger, Procurement Management Director

FROM: Jason Bezak, Procurement Management Department

Agenda Item: Motion: E-Bid #20160155 Lot Mowing For Various City Lots

Submittal Date: 11/2/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 3 Balanced and Responsible Sustainable Growth, Objectives, NO. 2 – "Maintain or upgrade older housing stock in compliance with housing and property maintenance codes".

BACKGROUND: The City of Port Saint Lucie deals with various amounts of vacant developed properties that require periodic or one time lot mowing to improve community safety and sustain property value. The primary usage of this contract will be for Code Compliance lawn services. The Bid for Lot Mowing for Various City Lots was issued on September 23, 2016 to three hundred one (301) potential suppliers with nineteen (19) downloading the bid documents and being listed as plan holders. The E-Bid was opened on October 20, 2016 with one (1) firm submitting a proposal.

ANALYSIS: Staff reviewed the proposal and found that STS Maintain Services, Inc. meets City Standards and provides the best value to the City. It should be noted that STS Maintain Services, Inc. is a primary vendor for three other City contracts and has performed well on those projects to date.

FINANCIAL INFORMATION: Funds are available in General Fund/ Code Compliance/ Lot Mowing-Nuisance Ordinance.

LEGAL INFORMATION: Reviewed by Ella Gilbert on November 1, 2016 and approved as to form

STAFF RECOMMENDATION: Approval of award and Contract #20160155 Lot Mowing for Various City Lots with STS Maintain Services, Inc. for the unit prices submitted on Schedule A, plus a one-time $10.00 Indemnification Fee. Annual estimated expenditures will be as budget allows. The estimated budget for Fiscal Year 2016-2017 is $65,000.00. The Contract period will be twenty-four (24) months with an option to renew for an additional twenty-four (24) month period.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: Various City Lots in Port St. Lucie, Florida.

ATTACHMENTS: Contract, Bid Tabulation Report, Winning Proposal, E-Bid, Sign In Sheets

*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

NOV 02 2016

CITY MANAGER'S OFFICE

CITY OF PORT SAINT LUCIE
CONTRACT #20160155

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 ***STS Maintain Services, Inc.***, 2061 SW Racquet Club Drive, Palm City, FL, 34990, Telephone No. (772) 473-1900, 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
Code Compliance Manager, Neighborhood Services
Attn: Mike Lubeck
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
Telephone: 772-201-4290
Email: mlubeck@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Buyer, Procurement Management Department
Attn: Jason Bezak
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
Telephone: 772-871-5224
Email: jbezak@cityofpsl.com

Contractor:
Elizabeth Farrara
STS Maintain Services, Inc.
2061 SW Racquet Club Drive
Palm City, FL, 34990
Telephone: 772-473-1900

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160155, and all agenda, are made part of this Contract to provide Lot Mowing for Various City Lots for the City of Port Saint Lucie.

Location: City of Port Saint Lucie

Scope of Work: Contractor shall furnish all labor, materials, tools, equipment, and supervision for Lot Mowing Services for Various City Lots in the City of Port Saint Lucie. The Contractor will need appropriate equipment and supplies necessary for this contract. The Contractor will be responsible to maintain a safe and clean work site. The Contractor will protect all adjacent areas by taking appropriate measures.

Work Assignments – Code Compliance or City Department will distribute a list of addresses to the Contractor via e-mail.

- Occasional rush orders may be issued with no additional cost to the city.
- Contractor agrees to complete a list on average of sixteen (16) to twenty (20) addresses within five (5) calendar days.
- The City will issue the Contractor a grass cut list that will include the grass height and the grass height will be validated by pictures with a measuring stick.
- City Staff will determine the measurements of the lot, grass height and set the price accordingly for both.
- Lot size will be determined by City Staff & is approximately at 75 X 125 per City Lot.
- City Staff will determine if lot size is equal to 2 or more standard lot sizes and the cut price shall be adjusted accordingly.

Digital Photographs – The Contractor shall take before and after digital photographs of both front and back yards on the assignment list on the day of service. A yardstick shall be present in each photograph taken, in order to verify the grass height before mowing.

The Contractor must provide before and after pictures of the entire property and clearly show the height of the grass with an object (4-foot high) on the ground with a mark for every foot. The pictures of the stick must be taken from a fair distance, clearly showing the surrounding area. Grass will be measured at an "as is" condition and not propped or held up. Pictures need to be labeled and provided by the property address and submitted with the invoice.

If back yard is fenced and gate is locked, the Contractor shall take digital photograph of accessible areas and report to Neighborhood Services Project Manager, or assigned City Staff the inaccessible area(s).

E-mail Access – The Contractor shall have access to a computer and e-mail capacity, in order to receive address assignments and to email the completed list of address and the attachment containing before and after pictures of the assigned addresses. Text Message is not allowed.

Disputes- If there is a dispute regarding the pricing when the Contractor arrives at the property, the Contractor must contact the City to request a representative to meet out at the property to come to an agreement on the pricing level, **prior** to any work being done.

Preparation for Mowing- The Contractor shall rake, vacuum or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing.

Mowing - All grass shall be mowed to a uniform minimum height of three inches (3") to four inches (4") for St. Augustine and Bahia Sod.

All mowing equipment shall have mulching blades maintained in sharp cutting condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

Raking – Immediately after mowing, the Contractor shall remove (raking if needed) all grass clippings from the mowed areas -no snow drifts or noticeable grass clippings left on lawn, and those areas adjacent to those mowed to include, but not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. There is to be no discharge in and/or around waterways, lakes or retention areas; the discharge causes storm water and aquatic problems by getting into the catch basin and causing algae blooms. If grass blows into a resident's yard, you must blow it back into the service area.

String Trimming – In conjunction with each mowing, string trim around or up to all posts, poles, planting beds, trees, curbs, walks or any area that is not maintainable with a piece of mowing equipment. String trimming shall be done in a manner that will provide a uniform manicured appearance. **Caution shall be of the utmost importance where people and vehicles are present.**

Cleanup - Parking lots, driveways, walks, and any other similar "hard" 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. Mowers and/or power blowers, shall not dispense cuttings into plant beds. **Note**: trash, cigarette butts, or debris should have been removed prior to commencing mowing. Any job related debris must be cleared and away from the swales. If clippings or debris from the job go in or near the swales please clear them from said location with leaf blower or by hand. Contractor may leave vegetation at the edge of pavement provided that it is fully bagged with clear trash bags or other bags specifically designated for yard waste.

Work Areas – Upon completion of each assigned address, areas will be left clean & usable. All tools and materials shall be stowed away in Contractor's vehicle or off site. The Contractor shall be responsible for refuse removable and disposal. The Contractor shall not be additionally compensated for refuse removal and disposal fees.

Property Damage - Any damage done to paint, home and garage structure(s) and/or fencing, etc., as a result of mowing the property, shall be the responsibility of the Contractor.

Samples – N/A.

Company Vehicle – The Contractor's company trucks must have a visible logo on the outside.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate twenty-four (24) months thereafter 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 date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

Hours of Service – Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

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 the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional twenty-four (24) months period.

Upon each twenty-four month period the Contract will allow for mutually agreed upon economic adjustments in pricing up or down, and will remain in effect for each twenty-four (24) month period. The City will not allow Contract adjustments, up or down, to exceed 5% in any one twenty-four (24) month period. The City will only consider the Consumer Price Index-all Urban consumers (CPI-U), all items, for Contract adjustments. The Consumer Price Index-all Urban consumers (CPI-U), all items for July 2015-July 2016 was an increase of 0.84%.

Example:
CPI-U Calculation

CPI for current period - July 2016	240.647
Less CPI for previous period - July 2015	238.654
Equals index point change	1.993
Divide by previous period CPI - July 2015	0.0084
Multiply by 100 equals percentage change	0.84%

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 total amount to be paid by the City to the Contractor is for the Unit price amount listed below on Schedule "A", plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be dispersed in the following manner:

Schedule "A"

Item	Description	Unit of Measure	Unit Price
1	Number of Cuts	Under 18 inches	$ 35.00
2	Number of Cuts	18 inches to 3 ft	$ 65.00
3	Number of Cuts	Over 3 ft	$ 135.00

The Contract Sum - Work to be paid for on the basis per unit prices: each, unit price, 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.

Invoices 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.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

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

Progress Payments – N/A

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

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

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 CG2026) 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 insurer's 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 #20160155 – Lot Mowing for Various City Lots 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).

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

The 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. Grass cuts include weed eating (around structures and landscaping beds), removing and properly dispose of resulting residue and debris from property and swale liner. Haul away any and all excess materials, and leave the entire work area in neat, clean and orderly 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 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 three (3) calendar days after receipt of notification from the City of the defect. The City will not approve defective locations for payment until all deficiencies are corrected.

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 services must be warranted by the selected Proposer to be free of defects in workmanship at time of project list submittal to the Code Compliance representative or City Staff.

Repair - Should any defect appear upon inspection; the selected Proposer shall, at their expense, upon receipt of notice from the City, correct said defect. Said defect correction must be accomplished within three (3) working days after receipt of notification from the City of the defect. The City will not approve defective locations for payment, until all deficiencies are corrected.

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

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

Dress Code – All personnel in the employ of the Contractor(s) 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 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 - 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 Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he 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 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.

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

Adjustments - The Contractor(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 – 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
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) - 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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s). Cones shall be placed beside the vehicles when parked off the side of the road.

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 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.

ENTIRE CONTRACT
SECTION XXII

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 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.
(He/she)

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

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

BID TABULATION
E-BID #20160155
LOT MOWING FOR VARIOUS CITY LOTS
OPENED: 10/20/16 - 2:00 P.M.

Company Name: **STS MAINTAIN SERVICES, INC.**

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
1	Number of Cuts	Under 18 inches	1	$ 35.00	$ 35.00
2	Number of Cuts	18 inches to 3 ft	40	$ 65.00	$ 2,600.00
3	Number of Cuts	Over 3 ft	156	$ 135.00	$ 21,060.00
4	**Grand Total**				$ 23,695.00

Submitted Documents:	Yes/No
Bid Reply	Yes
Checklist	Yes
Subcontractor List	Yes
Equipment List	Yes
Drug Free Form	Yes
COI	Yes
License	Yes
Excel	Yes
Bid Bond	Copy Only
Code of Ethics	Yes
W-9 Form	Yes

Bids Received:	1
Planholders:	19
Suppliers Notified:	288
Supplemental Suppliers:	13
Non-Responsive Bidders:	0

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E-Bid Reply Sheet/Questionnaire # 20160155
Lot Mowing for Various City Lots

1. **COMPANY NAME**: STS Maintain Services, Inc.

DIVISION OF: –

PHYSICAL ADDRESS: 2061 SW Racquet Club Dr.

MAILING ADDRESS: –

CITY, STATE, ZIP CODE: Palm City, FL 34990

TELEPHONE NUMBER: ( ) 772-473-1900 FAX NO. ( ) –

CONTACT PERSON: Mark E-MAIL: _____

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

Is the firm incorporated? (Yes) No If yes, in what state? FL

Elizabeth N. Farrara
President

–
Vice President

–
Treasurer

How long in present business: 11/14/08 How long at present location: 11/14/08 - 8+ years

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? –

How many employees are living in the Treasure Coast Area? 12

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: 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" Line Item #1-3: $ 23,775.
(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 #20160155 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Item	Description	Unit of Measure	Estimated Quantity
1	Number of Cuts	Under 18 inches	1
2	Number of Cuts	18 inches to 3 ft	40
3	Number of Cuts	Over 3 ft	156

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 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.

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, 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.

none.

10. List three (3) Lot Mowing for Various City Lots projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Florida Dept. of Transportation - District Wide Mowing

Description: Mowing of Crosstown Pkwy, Crosstown Parkway & Right of Way debris removal, tree services

Location: Crosstown Pkwy, Pt. St. Lucie, King's Hwy, Indrio Rd.

Size of the Building: N/A

Date of Completion: —

Prime Contractor or Subcontractor: Prime Contractor

Client Name, Phone Number & Email: Barry Lazarus, 954-486-1400 barry.lazarus@dot.state.fl.us

Value of Total Contract:

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Lot Mowing for Various City Lots

Was Project Completed on Schedule: yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: Mowing & Grounds Maintenance of City Hall Complex

Description: Landscape maintenance of City Hall, Port St. Lucie, various vacant lots, Port St. Lucie Community Center

Location: Port St. Lucie

Size of the Building: various

Date of Completion: current contract

Prime Contractor or Subcontractor: Prime Contractor

Client Name, Phone Number & Email: Brenda Leo, 772-871-5222, bleo@cityofpsl.com

Value of Total Contract: $47,400/annum

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: Indian River County Mowing of Water Treatment Plants

Description: Weekly Mowing / Landscape maintenance of 5 water treatment plant / facilities of Indian River County.

Location: Vero, Wabasso, Gifford

Size of the Building: Various

Date of Completion: 9/30/16

Prime Contractor or Subcontractor: Prime Contractor

Client Name, Phone Number & Email: Mike Vernon, 772-473-3077, mvernon@ircgov.com

Value of Total Contract: $17,400./annum

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

10. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
Yes ( ) No (✓)

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 judgements 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)

14. Provide equipment that will be used for this project: Name Brands, Age, Cutting Width, etc.
* see attached List

15. # of employees that will be assigned to this project: 7.

16. # of years with firm: average 4 years

11. CERTIFICATION

This bid is submitted by: 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.

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

Signature — President (Title)

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

_____
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 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 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

10/18/16

Date

"A City for All Ages"

VENDOR CODE OF ETHICS
E-BID #20160155
Lot Mowing for Various City Lots

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.

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

Bidder's Signature

10/18/16

Date

"A City for All Ages"

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E-BID #20160155
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- 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 STS Maintain Services, Inc.

Signature

Printed Name and Title Elizabeth Farrara, President

Date 10/18/16

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 #20160155
Lot Mowing for Various City Lots

Name of Bidder: STB Maintain Services, Inc.

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

- ✓ E-Bid Reply Sheet #20160155 with proper signatures upload to DemandStar
- ✓ $500.00 Bid Surety 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
- N/A 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
- ✓ Upload Bid Reply Excel Spreadsheet in Excel Format

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

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
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984-5099

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 ▶ Date ▶ 10/19/16

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.

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
08 Day of AUGUST
AND ENDING SEPTEMBER 30 2017

11 2015 41150.0001 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.

HOLD DOCUMENT UP TO THE LIGHT TO VIEW THE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW THE WATERMARK

TD Bank

75882522-3

52-0133
112

RE: STS MAINTAIN SERVICES INC

DATE: 10/18/2016

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.

Lot Mowing for Various
City Lots - E. Bid # 20160155

AUTHORIZED SIGNATURE

MP

E-BID 2016-155/BLL - LOT MOWING FOR VARIOUS CITY LOTS
STS MAINTAIN SERVICES, INC. EQUIPMENT LIST
ALL IN EXCELLENT CONDITION

(6) - 52 INCH MODEL #252 GRAVELY MOWERS

(4) - 52 INCH MODEL #152 GRAVELY MOWERS

(1) - 61 INCH BAD BOY OUTLAW MOWERS

(2) - 72 INCH GRAVELY PRO TURN 72" MOWERS

(12) - STIHL WEED WHACKERS

(8) - ECHO WEED WHACKERS

(7) - ECHO EDGERS

(8) - STIHL EDGERS

(8) - STIHL BLOWERS

(5) - STIHL 16 INCH CHAINSAWS

(1) - HUSQVARNA 27 INCH CHAINSAW

(2) - RED MAX TRIMMERS

(9) - STIHL POWER TRIMMERS

(1) - KUBOTA SKID STEER - 75 HP

(1) - KOBELCO EXCAVATOR - MODEL 210

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2016

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: Lori A Forrest
PHONE (A/C, No, Ext): (407) 365-5656 FAX (A/C, No): (407) 366-0031
E-MAIL ADDRESS: lori@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	Y	164682-72317074-16	04/19/2016	04/19/2017	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		164682-72317074-16	04/19/2016	04/19/2017	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		Y	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
A	Contractors Equipment	Y		164682-72317074-16	04/19/2016	04/19/2017	Limit	19,902
					/ /	/ /	Ded	250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Contract #20160155-Lot Mowing for Various Lots
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) 871-5175 (772) 871-7337

City of Port St. Lucie
121 SW Port St. Lucie Blvd

Port St. Lucie FL 34984-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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"A City for All Ages"

CITY OF PORT ST. LUCIE
Lot Mowing for Various City Lots

Sealed Electronic Bid #20160155
(E-Bid)

Prepared By: Jason Bezak, Buyer
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-871-5224 Fax: 772-871-7337
Email: jbezak@cityofpsl.com

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INVITATION TO BID

Sealed Bid #20160155 for Lot Mowing for Various City Lots will be received by the City of Port St. Lucie in the Procurement Dept. 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie, Florida, 34984, until 2:00:00 p.m. E.S.T. on October 20, 2016. Specifications are attached.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of Five Hundred Dollars ($500.00), 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 security must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid security was obtained. Bidder will send the **ORIGINAL** Bid security to the City immediately after the opening date. The original Bid security 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 bid 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. 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 Mr. Bezak in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5224, Fax (772) 871-7337, and/or email: jbezak@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 October 12, 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 Mr. Bezak 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 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 1-36
- E-Bid Reply Sheet #20160155 pages 11-16 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet Page 1 (not included in E-Bid Specifications)

Jason Bezak
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 # 20160155
Lot Mowing for Various City Lots

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to all Lot Mowing for Various City Lots needs for the City of Port Saint Lucie.

It is the intent of the City to enter into a unit price contract and procure the services of one (1) Contractor to supply all of the labor, supervision, materials, equipment, machinery, tools, transportation, and other incidentals required for the Lot Mowing on Various City Lots throughout the City of Port Saint Lucie on an as needed basis. The Bidder shall have all the required licenses and certifications necessary to perform this work.

Contract period shall be for twenty-four (24) months with an option to renew for an additional twenty-four (24) month period. This contract allows for a CPI-U index increase as per Section V of the sample contract.

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/ Questionnaire #20160155 It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. Three (3) references shall be listed on the E-Bid Reply Sheet/Questionnaire #20160155 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:

- 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 price Line Item #4 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 #20160155 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, #20160155 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet/ Questionnaire & E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Word Office 2007 Professional. Enter unit price on the E-Bid Reply Sheet #20160155 and save.

C. Complete company information on E-Bid Reply Sheet # 20160155

File #1 Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet/ Questionnaire # 20160155. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on DemandStar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet/ Questionnaire #20160155 uploaded on DemandStar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.

E. Electronically sign the E-Bid Reply Sheet/ Questionnaire # 20160155 where indicated.

File #2

F. Upload and submit in one (1) PDF filed the E-Bid Reply Sheet/Questionnaire #20160155, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, $500.00 Bid Surety (to 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, Vendor Code of Ethics and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet/ Questionnaire # 20160155.

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 <u>Shipping Terms</u> - Bidders shall quote F.O.B. Destination.

1.9 <u>Execution of Contract</u> - 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. 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 <u>Failure to Execute Contract</u> - Failure on the part of the Bidder to execute the Contract as required may be justification for the annulment of the award.

1.10 <u>Subcontracting or Assigning of the Contract</u> – 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/ Questionnaire #20160155.

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.

1.13 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 Equipment - Proposers are required to list on the Proposers Questionnaire all equipment and/or the source of the equipment proposed to be utilized in fulfilling this specification. The City reserves the right to inspect and determine if the equipment proposed or the source from where the equipment proposed is adequate. Must also have the flexibility of equipment to get into properties with various gate sizes and etc. Lack of ability to access the property will not suffice as cause for non-performance.

2.1.2 Proposers are hereby advised, the City reserves the right to inspect all the equipment listed on their Proposers Questionnaire prior to recommending an award.

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.

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E-Bid Reply Sheet/Questionnaire # 20160155
Lot Mowing for Various City Lots

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? _____

How many employees are living in the Treasure Coast Area? _____

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: _____ %

*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" Line Item #1-3: $_____
(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 #20160155 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Item	Description	Unit of Measure	Estimated Quantity
1	Number of Cuts	Under 18 inches	1
2	Number of Cuts	18 inches to 3 ft	40
3	Number of Cuts	Over 3 ft	156

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 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.

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, 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. List three (3) Lot Mowing for Various City Lots projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name:

Description:

Location:

Size of the Building:

Date of Completion: _____

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Size of the Building:

Date of Completion:

Prime Contractor or Subcontractor:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description :

Location:

Size of the Building:

Date of Completion:

Prime Contractor or Subcontractor:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

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

Yes ( ) No ( )

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 judgements 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)

14. Provide equipment that will be used for this project: Name Brands, Age, Cutting Width, etc.

_____
_____
_____.

15. # of employees that will be assigned to this project: _____.

16. # of years with firm: _____.

11. 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)

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160155

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 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
Code Compliance Manager, Neighborhood Services
Attn: Mike Lubeck
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
Telephone: 772-201-4290
Email: mlubeck@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Buyer, Procurement Management Department
Attn: Jason Bezak
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
Telephone: 772-871-5224
Email: jbezak@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 #20160155, and all agenda, are made part of this Contract to provide Lot Mowing for Various City Lots for the City of Port Saint Lucie.

Location: City of Port Saint Lucie

Scope of Work: Contractor shall furnish all labor, materials, tools, equipment, and supervision for Lot Mowing Services for Various City Lots in the City of Port Saint Lucie. The Contractor will need appropriate equipment and supplies necessary for this contract. The Contractor will be responsible to maintain a safe and clean work site. The Contractor will protect all adjacent areas by taking appropriate measures.

Work Assignments – Code Compliance or City Department will distribute a list of addresses to the Contractor via e-mail.

- Occasional rush orders may be issued with no additional cost to the city.
- Contractor agrees to complete a list on average of sixteen (16) to twenty (20) addresses within five (5) calendar days.
- The City will issue the Contractor a grass cut list that will include the grass height and the grass height will be validated by pictures with a measuring stick.
- City Staff will determine the measurements of the lot, grass height and set the price accordingly for both.
- Lot size will be determined by City Staff & is approximately at 75 X 125 per City Lot.
- City Staff will determine if lot size is equal to 2 or more standard lot sizes and the cut price shall be adjusted accordingly.

Digital Photographs – The Contractor shall take before and after digital photographs of both front and back yards on the assignment list on the day of service. A yardstick shall be present in each photograph taken, in order to verify the grass height before mowing.

The Contractor must provide before and after pictures of the entire property and clearly show the height of the grass with an object (4-foot high) on the ground with a mark for every foot. The pictures of the stick must be taken from a fair distance, clearly showing the surrounding area. Grass will be measured at an "as is" condition and not propped or held up. Pictures need to be labeled and provided by the property address and submitted with the invoice.

If back yard is fenced and gate is locked, the Contractor shall take digital photograph of accessible areas and report to Neighborhood Services Project Manager, or assigned City Staff the inaccessible area(s).

E-mail Access – Each selected Proposer shall have access to a computer and e-mail capacity, in order to receive address assignments and to email the completed list of address and the attachment containing before and after pictures of the assigned addresses. Text Message is not allowed.

Disputes- If there is a dispute regarding the pricing when the Contractor arrives at the property, the Contractor must contact the City to request a representative to meet out at the property to come to an agreement on the pricing level, **prior** to any work being done.

Preparation for Mowing- The Contractor shall rake, vacuum or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing.

Mowing - All grass shall be mowed to a uniform minimum height of three inches (3") to four inches (4") for St. Augustine and Bahia Sod.

All mowing equipment shall have mulching blades maintained in sharp cutting condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

Raking – Immediately after mowing, the Contractor shall remove (raking if needed) all grass clippings from the mowed areas -no snow drifts or noticeable grass clippings left on lawn, and those areas adjacent to those mowed to include, but not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. There is to be no discharge in and/or around waterways, lakes or retention areas; the discharge causes storm water and aquatic problems by getting into the catch basin and causing algae blooms. If grass blows into a resident's yard, you must blow it back into the service area.

String Trimming – In conjunction with each mowing, string trim around or up to all posts, poles, planting beds, trees, curbs, walks or any area that is not maintainable with a piece of mowing equipment. String trimming shall be done in a manner that will provide a uniform manicured appearance. **Caution shall be of the utmost importance where people and vehicles are present.**

Cleanup - Parking lots, driveways, walks, and any other similar "hard" 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. Mowers and/or power blowers, shall not dispense cuttings into plant beds. **Note**: trash, cigarette butts, or debris should have been removed prior to commencing mowing. Any job related debris must be cleared and away from the swales. If clippings or debris from the job go in or near the swales please clear them from said location with leaf blower or by hand.
Contractor may leave vegetation at the edge of pavement provided that it is fully bagged with clear trash bags or other bags specifically designated for yard waste.

Work Areas – Upon completion of each assigned address, areas will be left clean & usable. All tools and materials shall be stowed away in Contractor's vehicle or off site. The Contractor shall be responsible for refuse removable and disposal. The Contractor shall not be additionally compensated for refuse removal and disposal fees.

Property Damage - Any damage done to paint, home and garage structure(s) and/or fencing, etc., as a result of mowing the property, shall be the responsibility of the Contractor.

Samples – N/A.

Company Vehicle - All selected Proposer's company trucks must have a visible logo on the outside.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate twenty-four (24) months thereafter 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 date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

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 the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional twenty-four (24) months period.

Upon each twenty-four month period the Contract will allow for mutually agreed upon economic adjustments in pricing up or down, and will remain in effect for each twenty-four (24) month period. The City will not allow Contract adjustments, up or down, to exceed 5% in any one twenty-four (24) month period. The City will only consider the Consumer Price Index-all Urban consumers (CPI-U), all items, for Contract adjustments. The Consumer Price Index-all Urban consumers (CPI-U), all items for July 2015-July 2016 was an increase of 0.84%.

Example:
CPI-U Calculation

CPI for current period - July 2016	240.647
Less CPI for previous period - July 2015	238.654
Equals index point change	1.993
Divide by previous period CPI - July 2015	0.0084
Multiply by 100 equals percentage change	0.84%

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 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. Payments will be dispersed in the following manner:

The Contract Sum - Work to be paid for on the basis per unit prices: each, unit price, 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.

Invoices 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.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

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

Progress Payments – N/A

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

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

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 CG2026) 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 insurer's 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 #20160155 – Lot Mowing for Various City Lots 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).

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

The 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. Grass cuts include weed eating (around structures and landscaping beds), removing and properly dispose of resulting residue and debris from property and swale liner. Haul away any and all excess materials, and leave the entire work area in neat, clean and orderly 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 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 three (3) calendar days after receipt of notification from the City of the defect. The City will not approve defective locations for payment until all deficiencies are corrected.

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 services must be warranted by the selected Proposer to be free of defects in workmanship at time of project list submittal to the Code Compliance representative or City Staff.

Repair - Should any defect appear upon inspection; the selected Proposer shall, at their expense, upon receipt of notice from the City, correct said defect. Said defect correction must be accomplished within three (3) working days after receipt of notification from the City of the defect. The City will not approve defective locations for payment, until all deficiencies are corrected.

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

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

Dress Code – All personnel in the employ of the Contractor(s) 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 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 - 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 Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he 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 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.

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

Adjustments - The Contractor(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 – 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
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) - 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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s). Cones shall be placed beside the vehicles when parked off the side of the road.

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

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.

(left blank for page balance)

SECTION XXII
ENTIRE CONTRACT

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 #20160155
Lot Mowing for Various City Lots

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
E-BID #20160155
Lot Mowing for Various City Lots

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 #20160155 with proper signatures upload to DemandStar

_____ $500.00 Bid Surety 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

_____ Upload Bid Reply Excel Spreadsheet in Excel Format

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

BID OPENING ATTENDANCE
SEALED E-BID # 20160155
Lot Mowing for Various City Lots
October 20th, 2016 @ 2:00:00 p.m.

	Agency	Print Name	E-Mail
1	PSL-PMD	Robyn Holder	Rholder@cityofPSL
2	PSL PMD	Jason Bezak	jbezak@cityofPSL.com
3	Beth	STS Services (via phone)	—
4			
5			
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8			
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10			
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12			
13			

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager – City Engineer
Jesus Merejo, Interim Assistant 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 #20160171 – E-108 Culvert Replacement at Xavier Street Construction Project

Submittal Date: 10/19/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 3 Balanced and Responsible Sustainable Growth, Short Term Challenges and Opportunities, No. 1 - "Aging City infrastructure needing maintenance, upgrade or replacement"

BACKGROUND: The City of Port St. Lucie has over 6,000 culvert pipes in the City's inventory which provide for the conveyance of storm drainage throughout the City. The E-108 canal is one of the main canals providing for storm water conveyance in the southwestern area of the City. On Xavier Street at the E-108 canal, there are four 48 inch corrugated metal pipe culverts which have deteriorated and are nearing failure. The culverts have been inspected and listed on the Public Works Department's replacement schedule. Due to limited canal right-of-way, pipe sizes and pipe spacing requirements, the replacement of these culverts with reinforced concrete pipes (current standard) would result in the pipe system utilizing all of the existing canal right-of-way. This design would then limit vehicular access to the canal right-of-way for maintenance purposes. Therefore City Staff recommends the installation of a 4' by 8' concrete box culvert that will maintain the needed drainage capacity and allow vehicular access to the canal right-of-way for maintenance. The design of this culvert replacement was completed by Engineering Design and Construction, Inc.

An E-Bid for the construction of the culvert replacement was issued on August 17, 2016 to one thousand two hundred forty five (1,245) potential suppliers with twenty two (22) downloading the bid documents and being listed as plan holders. The E-Bid was opened on September 13, 2016 with four (4) firms submitting proposals.

ANALYSIS: Staff reviewed all the proposals and finds that LCCI Construction, LLC meets City standards and provides the best value to the City. LCCI Construction, LLC is not a local firm and all work will be self-performed. The City's Local Preference Policy cannot be used as the next local vendor is not within 5% of the lowest bid.

FINANCIAL INFORMATION: Funds are available in the Storm Water Fund / Drainage Operations / Culvert Replacement budget.

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

STAFF RECOMMENDATION: Approval of award and Contract #20160171 E-108 Culvert Replacement at Xavier Street Construction Project with LCCI Construction, LLC in the amount of $129,931.00, plus a one-time $10.00 Indemnification Fee. The Contract period will be one hundred twenty (120) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

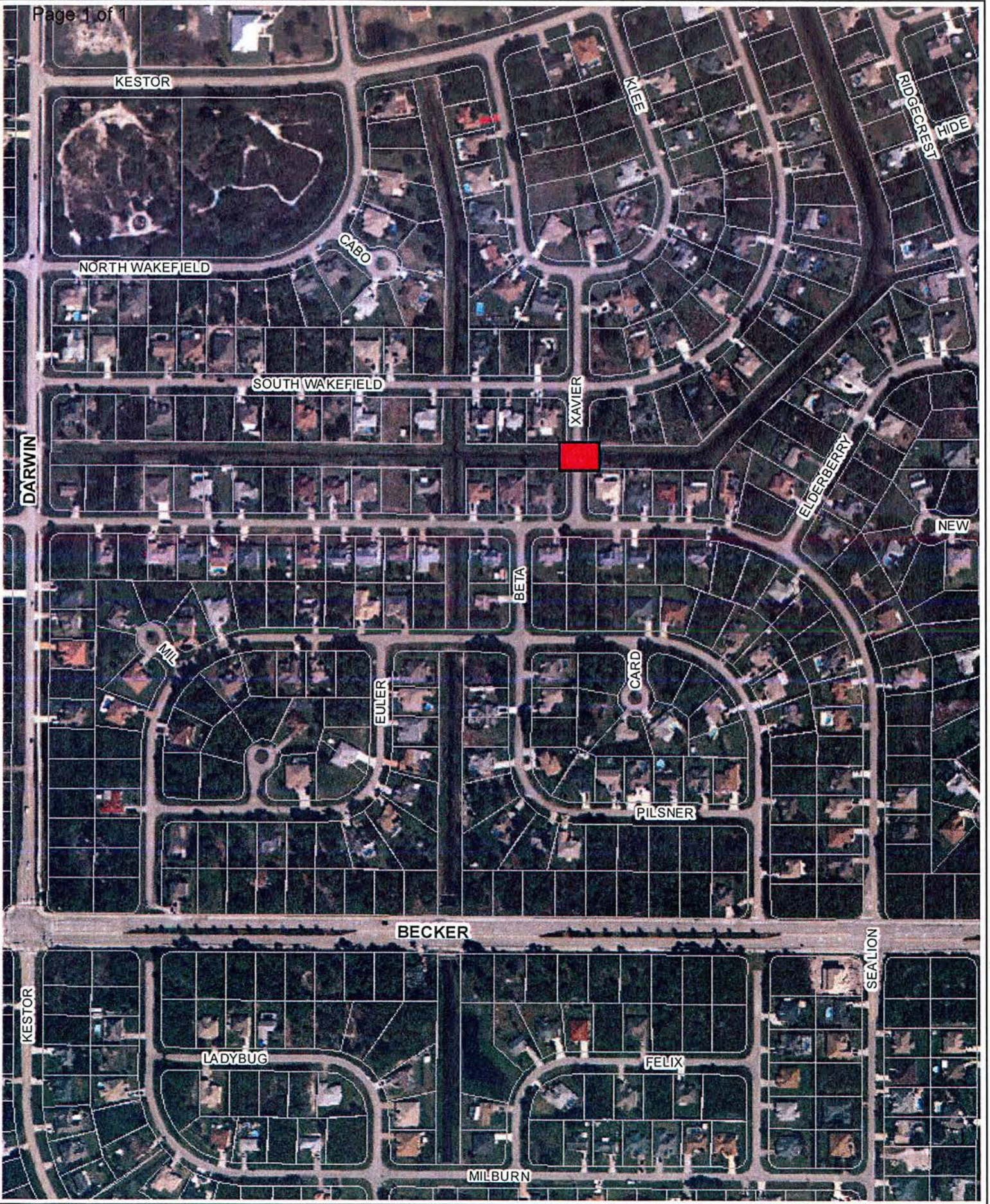
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: Xavier Street, Port St. Lucie, Florida

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

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



E-108 Culvert Replacement

Xavier Street

Map produced by the City of Port St Lucie City Council Map Generator Website on: 7/21/2016

Scale:

0 0.025 0.05 0.1

mi

CITY OF PORT SAINT LUCIE
CONTRACT #20160171

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 **LCCI Construction, LLC,** 5570 NW 44th Street #205, Lauderhill, Florida 33319, Telephone No. (954) 478-7330 Fax No. (954) 794-9479, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Colt Schwerdt, or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-7644 Fax: (772) 871-5185
Email: cschwerdt@cityofpsl.com

As used herein the Contract Administrator shall mean:

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

As used herein the Contractor for this project shall mean:

Brian Law, Vice President
LCCI Construction, LLC
5570 NW 44th Street, #205
Lauderhill, Florida 33319
Telephone: 954-478-7330 Fax: 954-794-9479
Email: lcciconst@gmail.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160171, **E-108 Culvert Replacement at Xavier Street Construction Project** including all Attachments, all Addenda,

Construction Plans, sheets #1 through #9 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The City of Port St. Lucie is seeking a Contractor to replace the existing and failing corrugated metal culverts crossing Xavier Street in the E-108 canal with an eight (8) foot by four (4) foot concrete box culvert. In addition to the box culvert, the Contractor will also be replacing the adjacent metal wing pipes with corrugated HDPE pipe, placement of riprap within the canal upstream and downstream of the box culvert, and repairing the roadway disturbed during construction. The Contractor will be responsible for dewatering (and obtaining a dewatering permit if necessary) for construction of the box culvert and riprap placement. The Contractor will also be responsible for maintenance of traffic and providing record drawings signed and sealed by a licensed surveyor. The construction activities shall be in accordance with the attached approved for construction plans and technical specifications prepared by Engineering Design & Construction, Inc. All construction shall be completed within one hundred twenty (120) calendar days. Please note that the other two culvert replacements shown in the attached plans at Sea Lion Road and Milburn Circle are **not** included in this project.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 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 one hundred twenty (120) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **$129,931.00**, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

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

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

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

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

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

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

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

SECTION VI
WORK CHANGES

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

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160171 – E-108 Culvert Replacement at Xavier Street Construction Project shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits,

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

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

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

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

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

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

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

Payment & Performance Bonds: N/A

SECTION IX
ACTS OF GOD

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

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or

deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to,

supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option,

will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852

Attn: Maintenance Center (301) 443-8319

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

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

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City nine hundred fifty eight ($958.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

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

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

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

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of LCCI Construction, LLC

_____
Print Representative's Name

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

SCHEDULE "A"

Line #	Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount
1	101-1A	Mobilization	1	LS	$15,000.00	$ 15,000.00
2	101-1B	Pre-Construction Video	1	LS	$ 500.00	$ 500.00
3	102-1	Maintenance of Traffic	1	LS	$ 3,500.00	$ 3,500.00
4	104-10-3	Sediment Barrier	50	LF	$ 2.50	$ 125.00
5	104-11-A	Floating Turbidity Barrier	100	LF	$ 5.00	$ 500.00
6	108-1	Construction Layout/Record Drawings	1	LS	$ 2,000.00	$ 2,000.00
7	7	Water Quality Monitoring	1	LS	$ 1,000.00	$ 1,000.00
8	8	Safety Fencing	120	LF	$ 10.00	$ 1,200.00
9	120-1	Regular Excavation	40	CY	$ 100.00	$ 4,000.00
10	120-6	Embankment	40	CY	$ 125.00	$ 5,000.00
11	285-711	Cemented Coquina (LBR 100) (12")	100	SY	$ 17.00	$ 1,700.00
12	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN	$ 250.00	$ 2,750.00
13	400-2-2	Class I Concrete, Endwalls (per FDOT Index 250)	10	CY	$ 1,800.00	$ 18,000.00
14	160-4	12" Type B Stabilized Subgrade	8	SY	$ 15.00	$ 120.00
15	410-70-84	Pre-Cast Concrete Box Culvert (8'x4')	60	LF	$ 750.00	$ 45,000.00
16	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	94	LF	$ 40.00	$ 3,760.00
17	430-175-124	Corrugated HDPE Culvert (24" CD) (CL III)	32	LF	$ 43.00	$ 1,376.00
18	430-982-125	Mitered End Section (18" CD)	3	EA	$ 1,200.00	$ 3,600.00
19	430-982-129	Mitered End Section (24" CD)	1	EA	$ 1,000.00	$ 1,000.00
20	455-1A	Dewatering for Construction Operations	1	LS	$ 7,500.00	$ 7,500.00
21	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN	$ 150.00	$ 7,500.00
22	570-1-2	Performance Turf (Sod) (Bahia)	360	SY	$ 5.00	$ 1,800.00
23	1000-06	Utility Work (Water)	1	LS	$ 3,000.00	$ 3,000.00
24		**TOTAL AMOUNT**				**$ 129,931.00**

E-BID #20160171
E-BID TABULATION REPORT
E-108 CULVERT REPLACEMENT at XAVIER STREET CONSTRUCTION
SCHEDULE A
OPENED: 9/13/2016 - 3:00:00 PM

					LCCI Construction		Southern Underground		Johnson-Davis Inc.		One Call Property	
Line #	Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	101-1A	Mobilization	1	LS	$ 15,000.00	$ 15,000.00	$ 22,000.00	$ 22,000.00	$ 6,000.00	$ 6,000.00	$ 15,908.00	$ 15,908.00
2	101-1B	Pre-Construction Video	1	LS	$ 500.00	$ 500.00	$ 600.00	$ 600.00	$ 750.00	$ 750.00	$ 740.00	$ 740.00
3	102-1	Maintenance of Traffic	1	LS	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 19,422.00	$ 19,422.00
4	104-10-3	Sediment Barrier	50	LF	$ 2.50	$ 125.00	$ 1.50	$ 75.00	$ 10.00	$ 500.00	$ 59.00	$ 2,950.00
5	104-11-A	Floating Turbidity Barrier	100	LF	$ 5.00	$ 500.00	$ 5.00	$ 500.00	$ 10.00	$ 1,000.00	$ 17.00	$ 1,700.00
6	108-1	Construction Layout/Record Drawings	1	LS	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 11,100.00	$ 11,100.00
7	7	Water Quality Monitoring	1	LS	$ 1,000.00	$ 1,000.00	$ 200.00	$ 200.00	$ 1,000.00	$ 1,000.00	$ 5,180.00	$ 5,180.00
8	8	Safety Fencing	120	LF	$ 10.00	$ 1,200.00	$ 1.00	$ 120.00	$ 5.00	$ 600.00	$ 16.00	$ 1,920.00
9	120-1	Regular Excavation	40	CY	$ 100.00	$ 4,000.00	$ 13.50	$ 540.00	$ 50.00	$ 2,000.00	$ 318.00	$ 12,720.00
10	120-6	Embankment	40	CY	$ 125.00	$ 5,000.00	$ 14.00	$ 560.00	$ 30.00	$ 1,200.00	$ 367.00	$ 14,680.00
11	285-711	Cemented Coquina (LBR 100) (12")	100	SY	$ 17.00	$ 1,700.00	$ 18.00	$ 1,800.00	$ 30.00	$ 3,000.00	$ 32.00	$ 3,200.00
12	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN	$ 250.00	$ 2,750.00	$ 600.00	$ 6,600.00	$ 400.00	$ 4,400.00	$ 847.00	$ 9,317.00
13	400-2-2	Class I Concrete, Endwalls (per FDOT Index 250)	10	CY	$ 1,800.00	$ 18,000.00	$ 3,000.00	$ 30,000.00	$ 1,500.00	$ 15,000.00	$ 2,368.00	$ 23,680.00
14	160-4	12" Type B Stabilized Subgrade	8	SY	$ 15.00	$ 120.00	$ 70.00	$ 560.00	$ 30.00	$ 240.00	$ 592.00	$ 4,736.00
15	410-70-84	Pre-Cast Concrete Box Culvert (8'x4')	60	LF	$ 750.00	$ 45,000.00	$ 733.00	$ 43,980.00	$ 1,200.00	$ 72,000.00	$ 666.00	$ 39,960.00
16	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	94	LF	$ 40.00	$ 3,760.00	$ 32.50	$ 3,055.00	$ 50.00	$ 4,700.00	$ 118.00	$ 11,092.00
17	430-175-124	Corrugated HDPE Culvert (24" CD) (CL III)	32	LF	$ 43.00	$ 1,376.00	$ 49.00	$ 1,568.00	$ 50.00	$ 1,600.00	$ 133.00	$ 4,256.00
18	430-982-125	Mitered End Section (18" CD)	3	EA	$ 1,200.00	$ 3,600.00	$ 400.00	$ 1,200.00	$ 1,000.00	$ 3,000.00	$ 2,220.00	$ 6,660.00
19	430-982-129	Mitered End Section (24" CD)	1	EA	$ 1,000.00	$ 1,000.00	$ 550.00	$ 550.00	$ 1,200.00	$ 1,200.00	$ 2,812.00	$ 2,812.00
20	455-1A	Dewatering for Construction Operations	1	LS	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 14,800.00	$ 14,800.00
21	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN	$ 150.00	$ 7,500.00	$ 125.00	$ 6,250.00	$ 100.00	$ 5,000.00	$ 148.00	$ 7,400.00
22	570-1-2	Performance Turf (Sod) (Bahia)	360	SY	$ 5.00	$ 1,800.00	$ 3.60	$ 1,296.00	$ 5.00	$ 1,800.00	$ 7.00	$ 2,520.00
23	1000-06	Utility Work (Water)	1	LS	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 22,200.00	$ 22,200.00
24		**TOTAL AMOUNT**				**$ 129,931.00**		**$ 138,454.00**		**$ 147,990.00**		**$ 238,953.00**

1	Acknowledged all Addenda.	Yes	Yes	Yes	Yes
2	Submitted original 5% Bid Bond.	Yes	Yes	Copy only	Copy only
3	Copy of current Insurance.	No	Yes	Yes	Yes
4	Review & accepted all City terms & conditions.	Yes	Yes	Yes	Yes
5	Submitted all licenses to perform the work.	Yes	Yes	Yes	Yes
6	Submitted Questionnaire.	Yes	Yes	Yes	Yes
7	Submitted all required forms.	Yes	Yes	Yes	Yes
8	Listed all subcontractors.	Not using subs	Yes	Not using subs	Not using subs
9	Submitted 5 projects similar in nature to this Bid.	Yes	Yes	Yes	Listed 3
10	Has the Bidder or any if its principals ever been declared bankrupt or reorganized under Chapter 11 or put in receivership?	No	No	No	Not using subs
11	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?	None	None	None	None
12	Any judgments from lawsits in the last 5 years?	None	None	Did not answer	None
13	Any criminal violations and/or convictions of the Bidder and/or any of the partners?	None	None	None	None
14	Accepts Visa.	No	No	No	No
15	Discount using Visa.	N/A	N/A	N/A	N/A
16	Submitted W-9 form.	Yes	Yes	No	Yes
17	Vendor Code of Ethics form	Yes	Yes	Yes	Yes

E-BID #20160171
E-BID REPLY EXCEL SPREADSHEET
E-108 CULVERT REPLACEMENT at XAVIER STREET CONSTRUCTION
SCHEDULE A

Company Name: LCCI Construction

Line #	Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount
1	101-1A	Mobilization	1	LS	$15,000.00	$15,000.00
2	101-1B	Pre-Construction Video	1	LS	$500.00	$500.00
3	102-1	Maintenance of Traffic	1	LS	$3,500.00	$3,500.00
4	104-10-3	Sediment Barrier	50	LF	$2.50	$125.00
5	104-11-A	Floating Turbidity Barrier	100	LF	$5.00	$500.00
6	108-1	Construction Layout/Record Drawings	1	LS	$2,000.00	$2,000.00
7	7	Water Quality Monitoring	1	LS	$1,000.00	$1,000.00
8	8	Safety Fencing	120	LF	$10.00	$1,200.00
9	120-1	Regular Excavation	40	CY	$100.00	$4,000.00
10	120-6	Embankment	40	CY	$125.00	$5,000.00
11	285-711	Cemented Coquina (LBR 100) (12")	100	SY	$17.00	$1,700.00
12	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN	$250.00	$2,750.00
13	400-2-2	Class I Concrete, Endwalls (per FDOT Index 250)	10	CY	$1,800.00	$18,000.00
14	160-4	12" Type B Stabilized Subgrade	8	SY	$15.00	$120.00
15	410-70-84	Pre-Cast Concrete Box Culvert (8'x4')	60	LF	$750.00	$45,000.00
16	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	94	LF	$40.00	$3,760.00
17	430-175-124	Corrugated HDPE Culvert (24" CD) (CL III)	32	LF	$43.00	$1,376.00
18	430-982-125	Mitered End Section (18" CD)	3	EA	$1,200.00	$3,600.00
19	430-982-129	Mitered End Section (24" CD)	1	EA	$1,000.00	$1,000.00
20	455-1A	Dewatering for Construction Operations	1	LS	$7,500.00	$7,500.00
21	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN	$150.00	$7,500.00
22	570-1-2	Performance Turf (Sod) (Bahia)	360	SY	$5.00	$1,800.00
23	1000-06	Utility Work (Water)	1	LS	$3,000.00	$3,000.00
24		**TOTAL AMOUNT**				$129,931.00

CHECKLIST

BID # 20160171

PROJECT TITLE: E-108 Culvert Replacement at Xavier Street Construction Project

Name of Bidder: LCCI CONSTRUCTION

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

✓ Bid Reply Sheet #20160171 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 #20160171.

____ W-9 as per Section 1.13 uploaded to Demandstar.

____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.

✓ Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.

✓ Has reviewed the Contract and accept all City Terms and Conditions.

✓ Contractor's Questionnaire uploaded to Demandstar.

✓ Required forms: Non-Collusion Affidavit of Prime Bidder; Trench Safety form, List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.

N/A List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-Bid Reply Sheet #20160171

E-108 Culvert Replacement at Xavier Street Construction Project

1. **COMPANY NAME**: LCCI CONSTRUCTION LLC

DIVISION OF: _____

PHYSICAL ADDRESS: 390 UTAH AVE FT. LAUDERDALE 33312

MAILING ADDRESS: 5570 NW 44 ST # 205 LAUDERHILL FL. 333

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) 954-4787330 FAX NO. 954-794-9479

CONTACT PERSON: BRIAN LAW E-MAIL: LCCIconstr@gmail.com

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

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

STACEY LAW, MANAGING MEMBER
President

BRIAN LAW MANAGING MEMBER
Vice President

_____
Treasurer

How long in present business: 7 10 years How long at present location: 7 10 years

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
12			

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: .5 %

*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 - 23: $ 129931.00
(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 #20160171 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Line #	Item No.	Description	Est. Quantity	Unit of Measure
1	101-1A	Mobilization	1	LS
2	101-1B	Pre-Construction Video	1	LS
3	102-1	Maintenance of Traffic	1	LS
4	104-10-3	Sediment Barrier	50	LF
5	104-11-A	Floating Turbidity Barrier	100	LF
6	108-1	Construction Layout/Record Drawings	1	LS
7	7	Water Quality Monitoring	1	LS
8	8	Safety Fencing	120	LF
9	120-1	Regular Excavation	40	CY
10	120-6	Embankment	40	CY
11	285-711	Cemented Coquina (LBR 100) (12")	100	SY
12	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN
13	400-2-2	Class I Concrete, Endwalls (per FDOT Index 250)	10	CY
14	160-4	12" Type B Stabilized Subgrade	8	SY
15	410-70-84	Pre-Cast Concrete Box Culvert (8'x4')	60	LF
16	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	94	LF
17	430-175-124	Corrugated HDPE Culvert (24" CD) (CL III)	32	LF
18	430-982-125	Mitered End Section (18" CD)	3	EA

19	430-982-129	Mitered End Section (24" CD)	1	EA
20	455-1A	Dewatering for Construction Operations	1	LS
21	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN
22	570-1-2	Performance Turf (Sod) (Bahia)	360	SY
23	1000-06	Utility Work (Water)	1	LS

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

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

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

8. CERTIFICATION

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

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

Signature

MANAGING MEMBER
Title

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

Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

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

Dated at 5570 NW 44 ST #205, this 13 day of SEPT, 2016
(Location)

Name of Organization/Contractor: LCCI CONSTRUCTION LLC

By: BRIAN LAW, MANAGING MEMBER
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? LLC

2. Firm's name and main office address, telephone and fax numbers

Name: 390 UTAH DVE FT. LAUDERDALE FL. 33312
Address: LCCI CONSTRUCTION LLC

Telephone Number: 954-4787330
Fax Number: " 7949479

3. Contact person: BRIAN LAW Email: LCCICONST@gmail.com

4. Firm's previous names (if any). —

5. How many years has your organization been in business? 7/10 YRS

6. List five (5) culvert replacement construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: E4P40
Description & year completed: 2014

Location:
Client Name, Phone Number & Email: FDOT
Value of Total Contract: 198,000
Firm's Percentage of Total Contract: 100
Number of Change Orders: 0
Value of Change Orders: 0
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 2

Project Name: SW. 70 PLACE CULVERT REPLACEMENT
Description & year completed: 2013

Location: ~~Ft~~ SW. RANCHES FLORIDA
Client Name, Phone Number & Email: S. BROWARD DRAINAGE DISTRICT 9546803337
Value of Total Contract: APPROX 50,000.00
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: 2013
Description & year completed: ~~2~~ TURNPIKE CULVERT REPLACEMENT

Location: FT. LAUDERDALE
Client Name, Phone Number & Email: DEMOYA - DERICK TAYLOR 786-229-4750
Value of Total Contract: 114,000.00
Firm's Percentage of Total Contract:
Number of Change Orders: 00
Value of Change Orders: 00
Was Project Completed on Schedule: NOT SURE
Was Project Completed within Budget? NOT SURE

Project Number 4

Project Name: MIDMI DADE DRAINAGE PROJECT

Description & year completed: 2013

Location: MIDMI DADE

Client Name, Phone Number & Email: GOVERNOR CONSTRUCTION CHRISTOPHER FACEY 786-768-9405 786768 4750

Value of Total Contract: 142,000.00

Firm's Percentage of Total Contract: 25

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 5

Project Name: MIDMI DADE DRAINAGE PROJECT

Description & year completed: 2012

Location: MIDMI DADE

Client Name, Phone Number & Email: GOVERNOR CONSTRUCTION

Value of Total Contract: 130,000.00

Firm's Percentage of Total Contract: 20

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

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.**

100% SELF PERFORM

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: 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 (✓)

If yes, please explain:

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

NO

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

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

NO

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

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

NO

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

Signature

09/13/16

Title

PROJECTS UNDERDWAY ARE THE
41 CDBG Drainage project
City of Hallandale
Beatritz Alvarez 9544573040
103,000.00

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160171
PROJECT TITLE: E-108 Culvert Replacement at Xavier Street Construction Project

State of Florida }

County of Broward }

Brian Law, being first duly sworn, disposes and says that:
(Name/s)

1. They are Manager of ECCI 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) MANAGER

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

The foregoing instrument was acknowledged before me this Sept. 13 2016
(Date)

by: Brian Law who is personally known to me or who has produced

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

DEBRA MOORE
Notary Public, State of Florida
Commission# FF 136043
My comm. expires Aug. 28, 2018

Debra Moore Debra Moore
Notary (print & sign name)

Commission No. FF 136043

"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

LCCI CONSTRUCTION LLC

Signature

Printed Name and Title

BRIAN LAW

Date 09/13/16

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

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160171
PROJECT TITLE: E-108 Culvert Replacement at Xavier Street

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Xavier Street, Port St. Lucie, State of Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   1,000.00 Dollars ONE THOUSAND —
   (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: LCC I
(Company-Contractor)

By: _____
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in Broward County, Florida on the 13 day of Sept, 2016

Debra Moore
NOTARY PUBLIC

DEBRA MOORE
Notary Public - State of Florida
Commission
My comm.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that LCCT CONSTRUCTION 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

09/13/16

Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160171
PROJECT TITLE: E-108 Culvert Replacement at Xavier Street Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: LCCJ CONSTRUCTION LLC

Corporate Title: LIMITED LIABILITY COMPANY

Address: 390 UTAH AVE FT. LAUDERDALE
FL. 33312
(Zip Code)

By: BRIAN LAW (Print name) MANAGER (Print title)

(Authorized Signature)

Telephone: (954) 4787330

Fax: (") 7949479

State License # CGC1515843 **(ATTACH COPY)**

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

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

Type of License: GENERAL CONTRACTOR

Unlimited Y (yes/no)

If "NO", Limited to what trade? _____

12:46:27 PM 9/13/2016

Licensee Details

Licensee Information

Name:	**LAW, BRIAN N (Primary Name)**
	LCCI CONSTRUCTION CORP (DBA Name)
Main Address:	**390 UTAH AVE** **FORT LAUDERDALE Florida 33312**
County:	**BROWARD**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1515843**
Status:	**Current,Active**
Licensure Date:	**07/21/2008**
Expires:	**08/31/2018**

Special Qualifications	**Qualification Effective**
Construction Business	**07/21/2008**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/19/16

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
Joseph Insurance Group
3600 S. State Rd 7 Ste. 9
Miramar, FL 33023
Phone (954) 367-6005 Fax (954) 981-0144

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Speciality Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LCCI, Construction LLC
390 Utah Ave.
Ft. Lauderdale, FL 33312-1843
(754) 214-5463

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 ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		SGU12546	06/03/2016	06/03/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ 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						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYE	$
							E.L. DISEASE - POLICY LIMIT	$
							ms -Made Form W/ Extended Reporting Period	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Blank

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) 01/15/15

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
Joseph Insurance Group
3600 S. State Rd 7 Ste. 9
Miramar, FL 33023
Phone (954) 367-6005 Fax (954) 981-0144

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

INSURED
LCCI, Construction LLC
390 Utah Ave.
Ft. Lauderdale, FL 33312-1843
(754) 214-5463

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	United Speciality Insurance Company	
INSURER B :	Progressive	
INSURER C :	United Speciality Insurance Company	
INSURER D :		
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		PGL232486	05/28/2014	05/28/2015	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☑ Polution Environmental	Y		03380809-0	11/22/2014	11/22/2015	COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	10,000
							BODILY INJURY (Per accident)	$	20,000
							PROPERTY DAMAGE (Per accident)	$	10,000
								$	
								$	
C	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☑ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $ Polution Environm	Y		PGL232486	05/28/2014	05/28/2015	EACH OCCURRENCE	$	
							AGGREGATE	$	1,000,000
							Deductible	$	50,000
								$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATU-TORY LIMITS ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYE	$	
							E.L. DISEASE - POLICY LIMIT	$	
							ms -Made Form W/ Extended Reporting Period		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
also listed as additional insured

CERTIFICATE HOLDER

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

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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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.
LCCI CONSTRUCTION LLC

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ 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
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.)
390 UTAH AVE

Requester's name and address (optional)

6 City, state, and ZIP code
FT. LAUDERDALE FL. 33312

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 0 – 0 4 9 9 2 9 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶** 09/13/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

LCCI Construction, LLC
390 Utah Avenue
Fort Lauderdale, FL 33312

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Port St. Lucie
121 Southwest Port St. Lucie Boulevard
Port St. Lucie, FL 34984

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Bid No. 20160171, E-108 Culvert Replacement at Xavier Street Construction Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September, 2016

(Witness) KEITH A. MUNROE

LCCI Construction, LLC
(Principal) *(Seal)*

By:
(Title)

(Witness) Trenton B. Saunders

Hudson Insurance Company
(Surety) *(Seal)*

By:
(Title) Kevin R. Wojtowicz Attorney-in-Fact, and Licensed Resident Agent

S-0054/AS 8/10

HUDSON
INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin R. Wojtowicz

of the State of FL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Six Thousand and 00/100 ($6,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.

(Corporate Seal)

SEAL 1918

Attest: Dina Daskalakis

Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By: .....

Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M MURPHY
MY COMMISSION EXPIRES December 10, 2017
#01MU6067553
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC, STATE OF NEW YORK

.....

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations *regarding undertakings so made; and*

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 14th day of September, 2016.

(Corporate Seal)

SEAL 1918

By: Dina Daskalakis

Dina Daskalakis, Corporate Secretary

Hudson Insurance Company
CORPORATE SEAL 1918
DELAWARE
A184

Form Pacific 10 8 2010 (v1)

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: 20160171

Title: E-108 Culvert Replacement at Xavier Street Construction Project

Bidder/Respondent: LCCI Construction, LLC

Reference: I-75 Road Widening Project Fax #:
Email: info@piersoninc.net Telephone #: 786-832-7213
Person to contact: Orlando Downs

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 email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.

Were the inspection services completed on time and within budget?

What were/are the project effective dates?

Were the Inspection Reports submitted in a timely manner?

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	

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: 20160171

Title: E-108 Culvert Replacement at Xavier Street Construction Project

Bidder/Respondent: LCCI Construction, LLC

Reference: E4P40 Culvert Replacement Project Fax #:_____
Email: dfundora@universalengineering.com Telephone #: 786-677-7863
Person to contact: David Fundora

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 email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.

Were the inspection services completed on time and within budget?

What were/are the project effective dates?

Were the Inspection Reports submitted in a timely manner?

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	

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: 20160171

Title: E-108 Culvert Replacement at Xavier Street Construction Project

Bidder/Respondent: LCCI Construction, LLC

Reference: Miami-Dade Drainage Project Fax #:
Email: chrisfaceyjzt@gmail.com Telephone #: 786-768-9405
Person to contact: Christopher Facey

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 email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.

Were the inspection services completed on time and within budget?

What were/are the project effective dates?

Were the Inspection Reports submitted in a timely manner?

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	

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: 20160171

Title: E-108 Culvert Replacement at Xavier Street Construction Project

Bidder/Respondent: LCCI Construction, LLC

Reference: SW 70 Place Culvert Replacement Project Fax #:
Email: kevin@sbdd.org Telephone #: 954-680-3337
Person to contact: Kevin Hart

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 email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.

Were the inspection services completed on time and within budget?

What were/are the project effective dates?

Were the Inspection Reports submitted in a timely manner?

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	

Client FDOT 5540 Powerline Road FT Lauderdale Florida
E4P40 Culvert Replacement project
Project In FT Lauderdale Florida at the intersction of I-95 and ST RD 84
5540 Powerline Road Ft Lauderdale Florida.
David Fundora 786,677,78635. Dfundora@universalengineering.com

Client South Broward Drainage District
SW 70 Place Culvert Replacement Project
Project Located in SW Ranches Florida on SW 70 Place
6591 SW 160 Ave South West ranches Florida
kevin Hart P.E 954,680,3337 kevin@sbdd.orgg

For Demoya group
The location is the Florida Turnpike between I 595 and Sunrise Blvd
Contact Derick Taylor 7862294750 taylord@live.com

For Governor Construction
Location is Coral gables Florida
Christopher Facey 2240 NW 72 Way Pemborke Pines Florida 33024
Chrisfaceyjzt@gmail.com 7867689405

Additional Project:
I -75 Road Widening project.
Completed June 2016
Located on I-75 Between Griffinn Road and Miramar PKWY BLVD
Client Pierson Inc. info@piersoninc.net www.piersoninc.net
Orlando Downs 786-8327213
Contract value for LCCI $141000.00
No Change orders
Project was on schedule
Project was within Budget

Rule 14-22.015, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S PAST PERFORMANCE REPORT

700-010-25
CONSTRUCTION
09/05

L.C.C.I CONSTRUCTION L.L.C (Contractor Name)	433962-1-52-01 (FIN Project No.)
5570 NW 44th Street Suite 205 Lauderhill, FL 33319 (Address)	BROWARD (County) E4P40 (Contract No.)
$ 112,671.24 (Final Contract Amount)	8824 DRAINAGE/RETENTION (Type Of Work)
Trujillo, Jason / Broward Operations (Project Administrator/Firm or Residency)	12-23-2014 (Date Final Accepted)

ANSWER ALL QUESTIONS

Performance	Maximum Value		Rated Value
1. Pursuit of the Work	12		12
2. Proper MOT and Minimize Impacts to Traveling Public	12		12
3. Timely and Complete Submittal of Documents	8		8
4. Timely Completion of Project	14/20	note #4	14
5. Coordination/Cooperation with CEI Personnel, Property Owners, and Utilities Company	10		10
6. Mitigate Cost and Time Overruns	12		12
7. Environmental Compliance	10/12	note #4	10
8. Conformance With Contract Documents	20		20
9. DBE Utilization	0/4	note #4	0
Total Score	98/110		98

Project Administrator (signature) 1/14/15 Date

Resident Engineer (signature) 1/14/15 Date

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: 20160171

Title: E-108 Culvert Replacement at Xavier Street Construction Project

Bidder/Respondent: LCCI Construction, LLC

Reference: Turnpike Culvert Replacement Project Fax #:

Email: taylordw@live.com Telephone #: 786-229-4750

Person to contact: Derrick Taylor

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 email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.
Remove & Replace Existing Culvert

Were the inspection services completed on time and within budget? Yes

What were/are the project effective dates? 2012-2013

Were the Inspection Reports submitted in a timely manner? Yes

What problems were encountered (claims)? No

How many change orders were requested by this Contractor? 0

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	10	Final Product	10
Qualifications	9	Cooperation	9
Budget Control	10	Reliability	10

Would you contract with this Contractor again? Yes [✓] No [ ] Maybe [ ]

Comments:
Very Professional, Courteous & Reliable

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: 20160171

Title: E-108 Culvert Replacement at Xavier Street Construction Project

Bidder/Respondent: LCCI Construction, LLC

Reference: Miami-Dade Drainage Project Fax #:
Email: chrisfaceyjzt@gmail.com Telephone #: 786-768-9405
Person to contact: Christopher Facey

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 email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.
(Installing greater than 54" culvert and various other aspect of associated with this work.)

Were the inspection services completed on time and within budget? **YES**

What were/are the project effective dates? **(2013)**

Were the Inspection Reports submitted in a timely manner? **YES**

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	**9**
Qualifications	**10**	Cooperation	**10**
Budget Control	**9**	Reliability	**9**

Would you contract with this Contractor again? Yes [**X**] No [ ] Maybe [ ]
Comments: We were overall satisfied with the Contractor's performance.

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: 20160171

Title: E-108 Culvert Replacement at Xavier Street Construction Project

Bidder/Respondent: LCCI Construction, LLC

Reference: E4P40 Culvert Replacement Project Fax #:
Email: dfundora@universalengineering.com Telephone #: 786-777-7863
Person to contact: David Fundora

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 email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.

Were the inspection services completed on time and within budget? Yes

What were/are the project effective dates? UK

Were the Inspection Reports submitted in a timely manner? Yes

What problems were encountered (claims)? None

How many change orders were requested by this Contractor? UK

How would you rate the contractor on a scale of low (1) to high (10) for the following? 9

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

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: 20160171

Title: E-108 Culvert Replacement at Xavier Street Construction Project

Bidder/Respondent: LCCI Construction, LLC

Reference: I-75 Road Widening Project Fax #:
Email: fdowns@bellsouth.net Telephone #: 786-832-7213
Person to contact: Orlando Downs

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 email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.

Were the inspection services completed on time and within budget?

What were/are the project effective dates?

Were the Inspection Reports submitted in a timely manner?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

NO Response

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	

201601 11

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Colt Schwerdt Extension: 7644

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) The City is seeking a contractor to replace an existing and failing culvert crossing with a concrete box culvert. Please see the attached Project Scope.

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

Date plans received approval by City Building Department N/A
Estimated time frame for completion of project after award 90 calendar days
Replacement: [X] Yes [ ] No Total Project Budgeted Amount: $150,000
If professional services what is the estimated construction cost $94,000 Any grant funds being used for consultants N/A construction N/A Type of Grant N/A
Liquidated damages amount (for construction only); $958 per day
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
	401	4126	534101	

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

Bidder Name	Address	E Mail	Contact Person

Reason for purchase or service: Replacement of failing culvert

If digging or trenching is required what is the depth? ±8 feet

If work is in water, what is the depth? ±5 feet Is the water navigable? no

If this is a building, how many stories? N/A

James E. Ongstadt
Department Head Approval

7/22/14
Date

SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR

CITY OF PORT ST. LUCIE

E-108 CULVERT REPLACEMENT
AT XAVIER STREET CONSTRUCTION PROJECT

Sealed Electronic Bid # 20160171
(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) #20160171 for the E-108 Culvert Replacement at Xavier Street Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **September 13, 2016 at 3:00:00 P.M. EST.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total price, made payable to the City of Port St. Lucie. Bid Bond shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond is to be received within **five (5) business days** of the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

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

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

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

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, to Robyn Holder, CPPB in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **September 5, 2016** may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidders, it must clearly understand that Ms. Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, **including the Mayor**, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by listing the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 45.
- E-Bid Reply Sheet #20160171, pages 12 - 14 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- Attachment A – Construction Plans, prepared by Engineering Design & Construction, Inc., pages 1 – 9 (not included in E-Bid Specifications)
- Attachment B – Pay Item Descriptions, pages 1 – 10 (not included in E-Bid Specifications)
- Attachment C – Location Map, 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.***

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SEALED BID # 20160171
E-108 Culvert Replacement at Xavier Street Construction Project

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the E-108 Culvert Replacement at Xavier Street Construction Project. The Contract period is estimated at one hundred twenty (120) calendar days with no renewal option.

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. All work shall be in accordance with the Construction Plans prepared by Engineering Design & Construction, Inc. dated January 4, 2016 consisting of pages 1 – 9. The Construction Plans identify three (3) culvert replacement projects. **Xavier Street will be the only project constructed at this time.**

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

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

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

1. GENERAL REQUIREMENTS

1.1 <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 #20160171. **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 – 23 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 #20160171 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, #20160171 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160171 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet and save.

C. Complete company information on E-Bid Reply Sheet #20160171.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20160171. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20160171 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.

E. Electronically sign the E-Bid Reply Sheet #20160171 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20160171, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, Trench Safety form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and

time. Acknowledge all Addenda on the E-Bid Reply Sheet #20160171. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

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

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

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

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

1.11 Public Entity Statement - **Public Entity Statement** - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010).

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

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.12.2 There are no City permits required for this work.

1.13 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with their bid package.

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

1.15 Intent to Perform – The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.

Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

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

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

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

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

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

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E-Bid Reply Sheet #20160171

E-108 Culvert Replacement at Xavier Street Construction Project

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

_____
President

_____
Vice President

_____
Treasurer

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

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? Yes -- No

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: _____ %

*Please Note: The City has implemented a **Purchasing Card Program.** The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 23: $_____
(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 #20160171 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Line #	Item No.	Description	Est. Quantity	Unit of Measure
1	101-1A	Mobilization	1	LS
2	101-1B	Pre-Construction Video	1	LS
3	102-1	Maintenance of Traffic	1	LS
4	104-10-3	Sediment Barrier	50	LF
5	104-11-A	Floating Turbidity Barrier	100	LF
6	108-1	Construction Layout/Record Drawings	1	LS
7	7	Water Quality Monitoring	1	LS
8	8	Safety Fencing	120	LF
9	120-1	Regular Excavation	40	CY
10	120-6	Embankment	40	CY
11	285-711	Cemented Coquina (LBR 100) (12")	100	SY
12	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN
13	400-2-2	Class I Concrete, Endwalls (per FDOT Index 250)	10	CY
14	160-4	12" Type B Stabilized Subgrade	8	SY
15	410-70-84	Pre-Cast Concrete Box Culvert (8'x4')	60	LF
16	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	94	LF
17	430-175-124	Corrugated HDPE Culvert (24" CD) (CL III)	32	LF

18	430-982-125	Mitered End Section (18" CD)	3	EA
19	430-982-129	Mitered End Section (24" CD)	1	EA
20	455-1A	Dewatering for Construction Operations	1	LS
21	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN
22	570-1-2	Performance Turf (Sod) (Bahia)	360	SY
23	1000-06	Utility Work (Water)	1	LS

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

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

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

8. CERTIFICATION

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

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

_____ _____

Signature Title

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

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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. List five (5) culvert replacement construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

   Project Number 1

   Project Name: _____
   Description & year completed: _____
   _____
   _____

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a

contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

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

Yes ( ) No ( )

If yes, please explain:

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

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

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

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

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

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

Signature Title

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160171

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Colt Schwerdt, or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-7644 Fax: (772) 871-5185
Email: cschwerdt@cityofpsl.com

As used herein the Contract Administrator shall mean:

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

As used herein the Contractor for this project shall mean: TBD

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160171, **E-108 Culvert Replacement at Xavier Street Construction Project** including all Attachments, all Addenda, Construction Plans, sheets #1 through #9 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The City of Port St. Lucie is seeking a Contractor to replace the existing and failing corrugated metal culverts crossing Xavier Street in the E-108 canal with an eight (8) foot by four (4) foot

concrete box culvert. In addition to the box culvert, the Contractor will also be replacing the adjacent metal wing pipes with corrugated HDPE pipe, placement of riprap within the canal upstream and downstream of the box culvert, and repairing the roadway disturbed during construction. The Contractor will be responsible for dewatering (and obtaining a dewatering permit if necessary) for construction of the box culvert and riprap placement. The Contractor will also be responsible for maintenance of traffic and providing record drawings signed and sealed by a licensed surveyor. The construction activities shall be in accordance with the attached approved for construction plans and technical specifications prepared by Engineering Design & Construction, Inc. All construction shall be completed within one hundred twenty (120) calendar days. Please note that the other two culvert replacements shown in the attached plans at Sea Lion Road and Milburn Circle are **not** included in this project.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 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 one hundred twenty (120) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of $_____, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

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

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

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

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

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

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

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

SECTION VI
WORK CHANGES

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

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160171 – E-108 Culvert Replacement at Xavier Street Construction Project shall be listed as additionally insured."** The

Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: N/A

SECTION IX
ACTS OF GOD

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

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is

obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible

for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

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

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

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

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

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

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs,

crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City nine hundred fifty eight ($958.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

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

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in

the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of (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. 20160171
PROJECT TITLE: E-108 Culvert Replacement at Xavier Street Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

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

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

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160171
PROJECT TITLE: E-108 Culvert Replacement at Xavier Street Construction Project

State of _____}

County of _____}

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

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)

   has submitted the attached bid;

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

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

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

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

(Signed) _____

(Title) _____

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

The foregoing instrument was acknowledged before me this_____
(Date)

by:_____ who is personally known to me or who has produced

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

_____
Notary (print & sign name)

Commission No. _____

"A City for All Ages"

VENDOR CODE OF ETHICS

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

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

practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

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

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

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

Name of Organization/Proposer

_____

Signature

_____

Printed Name and Title

_____

Date _____

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

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160171
PROJECT TITLE: E-108 Culvert Replacement at Xavier Street

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Xavier Street, Port St. Lucie, State of Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars
   (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)

   By: _____
   (President's Signature)
   (President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the __ day of _____, 20__.

_____
NOTARY PUBLIC

CHECKLIST

BID # 20160171

PROJECT TITLE: E-108 Culvert Replacement at Xavier Street Construction Project

Name of Bidder:_____

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

_____ Bid Reply Sheet #20160171 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 #20160171.

_____ W-9 as per Section 1.13 uploaded to Demandstar.

_____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.

_____ Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.

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

_____ Contractor's Questionnaire uploaded to Demandstar.

_____ Required forms: Non-Collusion Affidavit of Prime Bidder; Trench Safety form, List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.

_____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

_____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Construction Plans

City of Port St. Lucie
E-108 Culvert Replacement at Xavier Street Construction Project
Prepared by Engineering Design & Construction, Inc.

(9 Pages follow as a separate attachment)

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ATTACHMENT B

Technical Specifications

City of Port St. Lucie
E-108 Culvert Replacement at Xavier Street Construction Project

(10 Pages follow as a separate attachment)

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ATTACHMENT C

Location Map

City of Port St. Lucie
E-108 Culvert Replacement at Xavier Street Construction Project

(1 Page follow as a separate attachment)

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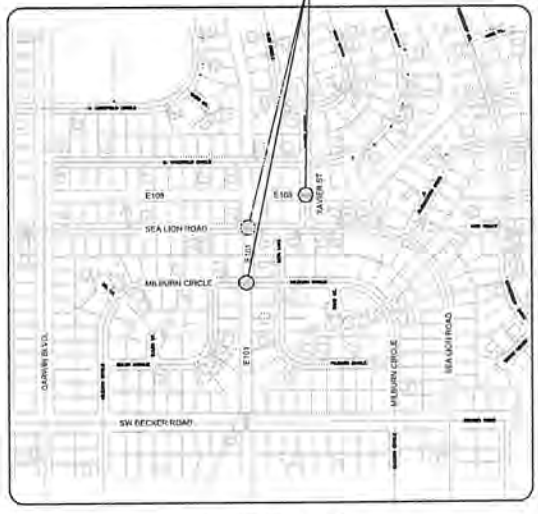
CONSTRUCTION PLANS AND SPECIFICATIONS

FOR

PSL E-101 & E-108 CULVERT REPLACEMENTS AT MILBURN, SEA LION & XAVIER

SECTION 32, TOWNSHIP 37S, RANGE 40E
PORT SAINT LUCIE, FLORIDA

PROJECT LOCATIONS



VICINITY MAP

INDEX OF SHEETS

1. COVER
2. EXISTING CONDITIONS
3. DEMOLITION PLAN
4. DRAINAGE PLAN - MILBURN CIRCLE
5. DRAINAGE PLAN - SEALION ROAD
6. DRAINAGE PLAN - XAVIER STREET
7. PAVING, GRADING & DRAINAGE DETAILS
8. STORMWATER POLLUTION PREVENTION DETAILS
9. SPECIFICATIONS

APPROVED FOR CONSTRUCTION

ENGINEER

RODERICK J. KENNEDY, P.E.
ENGINEERING DESIGN & CONSTRUCTION INC.
1934 TUCKER COURT
FORT PIERCE, FL 34950
PHONE: (772) 462-2455
FAX: (772) 462-2454
P.E. NO. 56218

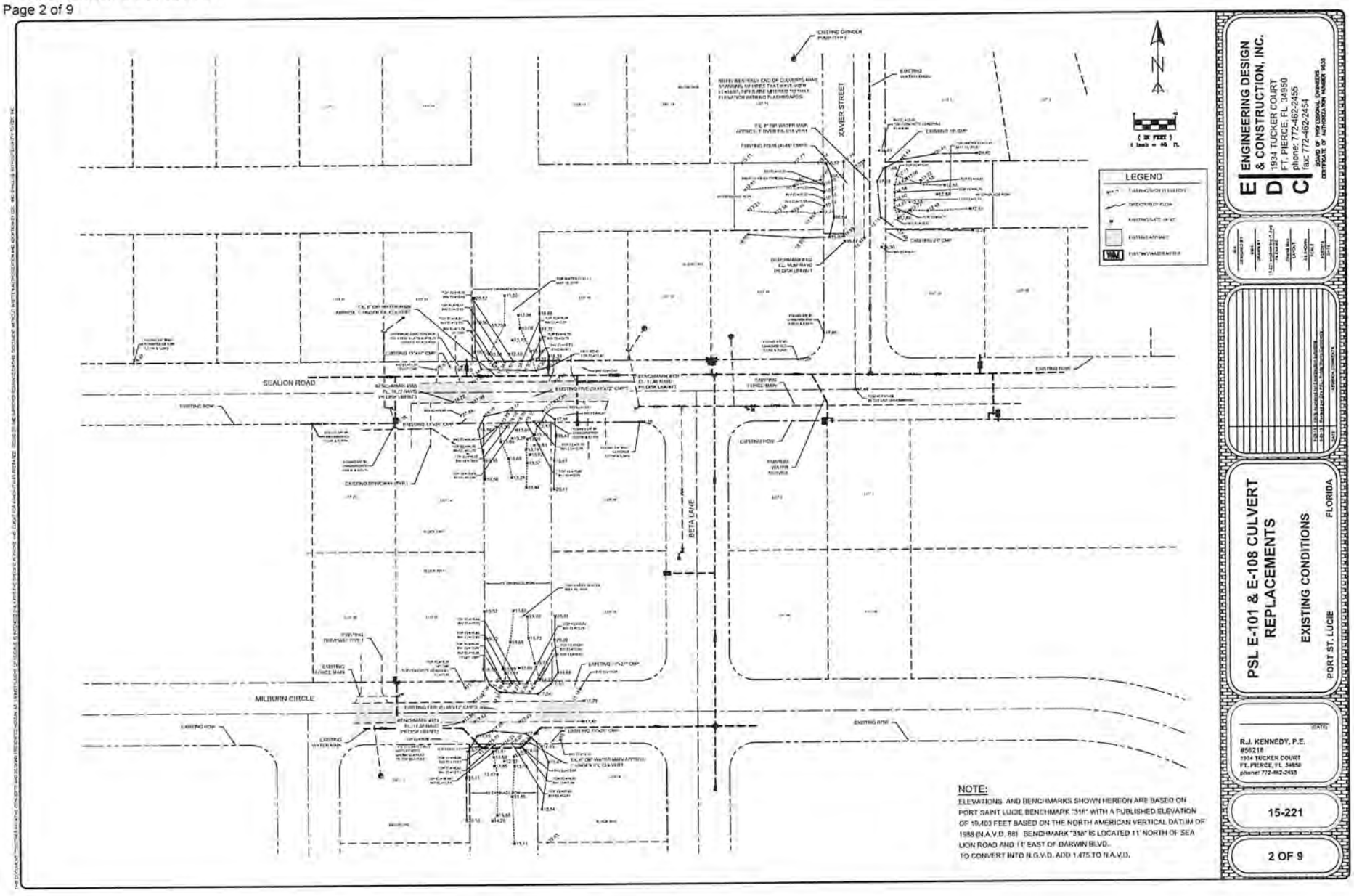
ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
fax: 772-462-2454
BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NUMBER 9630

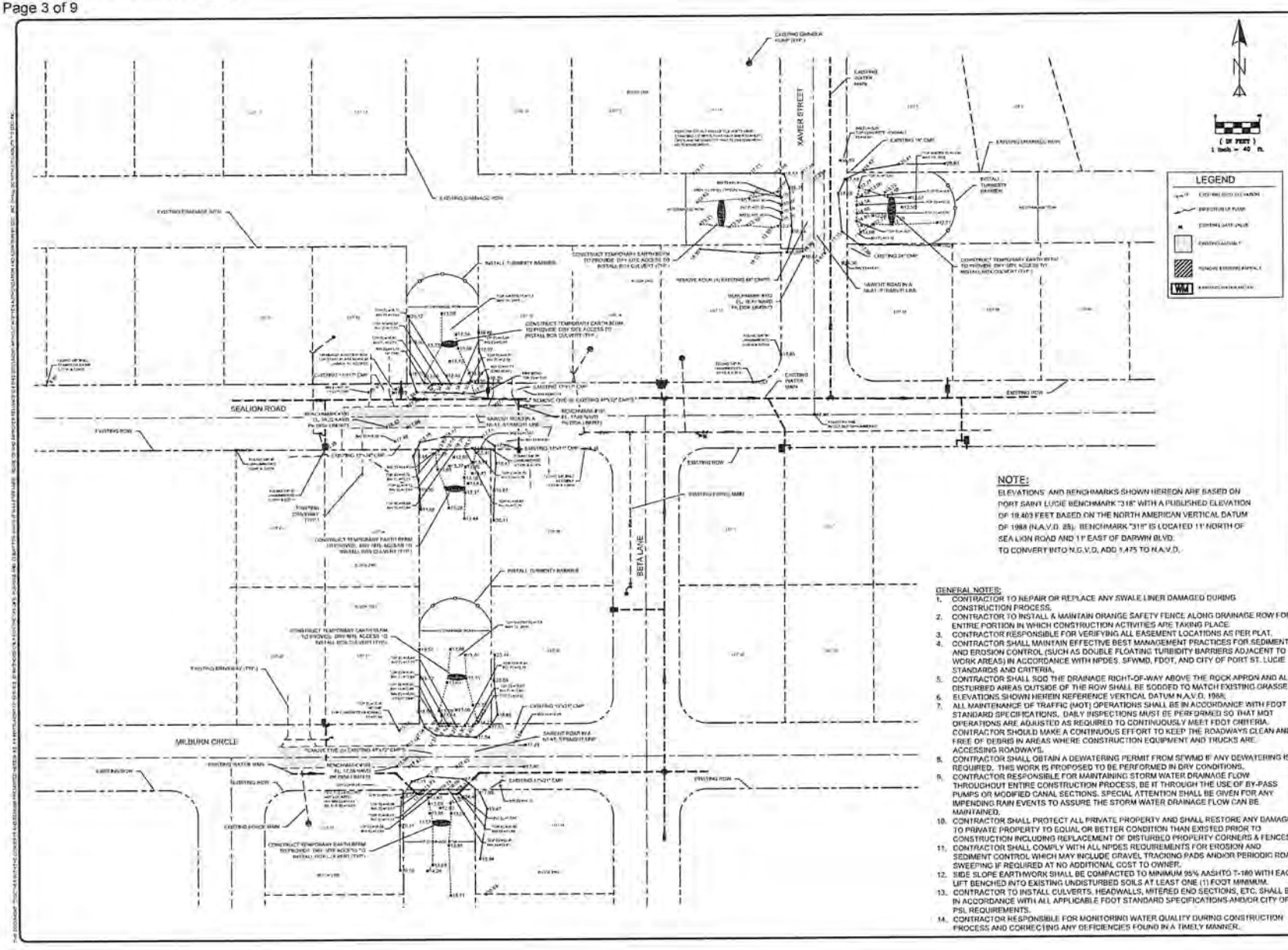
NOTE: THESE PLANS ARE IN ENGLISH UNITS

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS DATED 2015, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2015, AND CITY OF PORT ST. LUCIE PUBLIC WORKS DEPARTMENT AND UTILITY SYSTEMS DEPARTMENT MINIMUM TECHNICAL SPECIFICATIONS AND CONSTRUCTION STANDARDS, LATEST EDITION.

DATUM NOTE:
ALL ELEVATIONS SHOWN HERE REFERENCE THE NORTH AMERICAN VERTICAL DATUM NAVD88

(DATE)
R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455


XAVIER STREET
SEALION ROAD
BETA LANE
MILBURN CIRCLE
LEGEND
(IN FEET)
1 inch = 40 ft.
NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 10.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.
E D C
ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
fax: 772-462-2454
PSL E-101 & E-108 CULVERT REPLACEMENTS
EXISTING CONDITIONS
PORT ST. LUCIE
FLORIDA
R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
15-221
2 OF 9



NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.

GENERAL NOTES:
1. CONTRACTOR TO REPAIR OR REPLACE ANY SWALE LINER DAMAGED DURING CONSTRUCTION PROCESS.
2. CONTRACTOR TO INSTALL & MAINTAIN ORANGE SAFETY FENCE ALONG DRAINAGE ROW FOR ENTIRE PORTION IN WHICH CONSTRUCTION ACTIVITIES ARE TAKING PLACE.
3. CONTRACTOR RESPONSIBLE FOR VERIFYING ALL EASEMENT LOCATIONS AS PER PLAT.
4. CONTRACTOR SHALL MAINTAIN EFFECTIVE BEST MANAGEMENT PRACTICES FOR SEDIMENT AND EROSION CONTROL (SUCH AS DOUBLE FLOATING TURBIDITY BARRIERS ADJACENT TO WORK AREAS) IN ACCORDANCE WITH NPDES, SFWMD, FDOT, AND CITY OF PORT ST. LUCIE STANDARDS AND CRITERIA.
5. CONTRACTOR SHALL SOD THE DRAINAGE RIGHT-OF-WAY ABOVE THE ROCK APRON AND ALL DISTURBED AREAS OUTSIDE OF THE ROW SHALL BE SODDED TO MATCH EXISTING GRASSES.
6. ELEVATIONS SHOWN HEREIN REFERENCE VERTICAL DATUM N.A.V.D. 1988.
7. ALL MAINTENANCE OF TRAFFIC (MOT) OPERATIONS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. DAILY INSPECTIONS MUST BE PERFORMED SO THAT MOT OPERATIONS ARE ADJUSTED AS REQUIRED TO CONTINUOUSLY MEET FDOT CRITERIA. CONTRACTOR SHOULD MAKE A CONTINUOUS EFFORT TO KEEP THE ROADWAYS CLEAN AND FREE OF DEBRIS IN AREAS WHERE CONSTRUCTION EQUIPMENT AND TRUCKS ARE ACCESSING ROADWAYS.
8. CONTRACTOR SHALL OBTAIN A DEWATERING PERMIT FROM SFWMD IF ANY DEWATERING IS REQUIRED. THIS WORK IS PROPOSED TO BE PERFORMED IN DRY CONDITIONS.
9. CONTRACTOR RESPONSIBLE FOR MAINTAINING STORM WATER DRAINAGE FLOW THROUGHOUT ENTIRE CONSTRUCTION PROCESS, BE IT THROUGH THE USE OF BY-PASS PUMPS OR MODIFIED CANAL SECTIONS. SPECIAL ATTENTION SHALL BE GIVEN FOR ANY IMPENDING RAIN EVENTS TO ASSURE THE STORM WATER DRAINAGE FLOW CAN BE MAINTAINED.
10. CONTRACTOR SHALL PROTECT ALL PRIVATE PROPERTY AND SHALL RESTORE ANY DAMAGE TO PRIVATE PROPERTY TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION INCLUDING REPLACEMENT OF DISTURBED PROPERTY CORNERS & FENCES.
11. CONTRACTOR SHALL COMPLY WITH ALL NPDES REQUIREMENTS FOR EROSION AND SEDIMENT CONTROL WHICH MAY INCLUDE GRAVEL TRACKING PADS AND/OR PERIODIC ROAD SWEEPING IF REQUIRED AT NO ADDITIONAL COST TO OWNER.
12. SIDE SLOPE EARTHWORK SHALL BE COMPACTED TO MINIMUM 95% AASHTO T-180 WITH EACH LIFT BENCHED INTO EXISTING UNDISTURBED SOILS AT LEAST ONE (1) FOOT MINIMUM.
13. CONTRACTOR TO INSTALL CULVERTS, HEADWALLS, MITERED END SECTIONS, ETC. SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FDOT STANDARD SPECIFICATIONS AND/OR CITY OF PSL REQUIREMENTS.
14. CONTRACTOR RESPONSIBLE FOR MONITORING WATER QUALITY DURING CONSTRUCTION PROCESS AND CORRECTING ANY DEFICIENCIES FOUND IN A TIMELY MANNER.

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CERTIFICATE OF AUTHORIZATION NUMBER 8586

PSL E-101 & E-108 CULVERT REPLACEMENTS

DEMOLITION PLAN

PORT ST. LUCIE FLORIDA

R.J. KENNEDY, P.E.
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1934 TUCKER COURT
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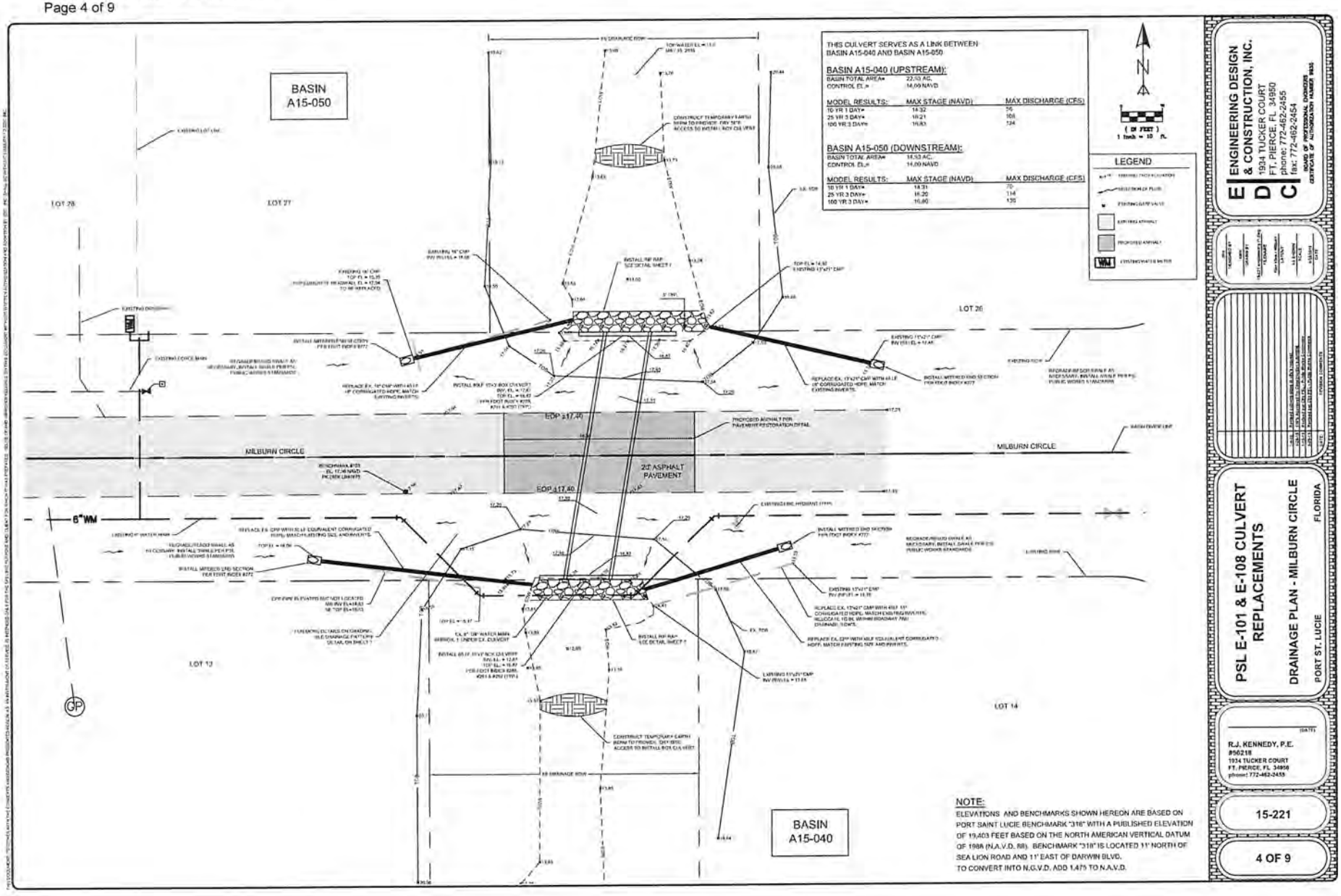
phone: 772-462-2455

15-221


BASIN A15-050
BASIN A15-040
LOT 28
LOT 27
LOT 26
LOT 12
LOT 14
MILBURN CIRCLE
MILBURN CIRCLE
EOP ±17.40
EOP ±17.40
2" ASPHALT PAVEMENT
6"WM
THIS CULVERT SERVES AS A LINK BETWEEN BASIN A15-040 AND BASIN A15-050
BASIN A15-040 (UPSTREAM):
BASIN TOTAL AREA= 22.03 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.32 56
25 YR 3 DAY= 16.21 108
100 YR 3 DAY= 16.83 124
BASIN A15-050 (DOWNSTREAM):
BASIN TOTAL AREA= 14.53 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.31 70
25 YR 3 DAY= 16.20 114
100 YR 3 DAY= 16.80 135
N
(IN FEET)
1 inch = 10 ft.
LEGEND
EXISTING ASPHALT
PROPOSED ASPHALT
EXISTING WATER METER
NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "316" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "316" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.
E D C ENGINEERING DESIGN & CONSTRUCTION, INC.
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fax: 772-462-2454
CERTIFICATE OF AUTHORIZATION NUMBER 8432
PSL E-101 & E-108 CULVERT REPLACEMENTS
DRAINAGE PLAN - MILBURN CIRCLE
PORT ST. LUCIE FLORIDA
R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
15-221
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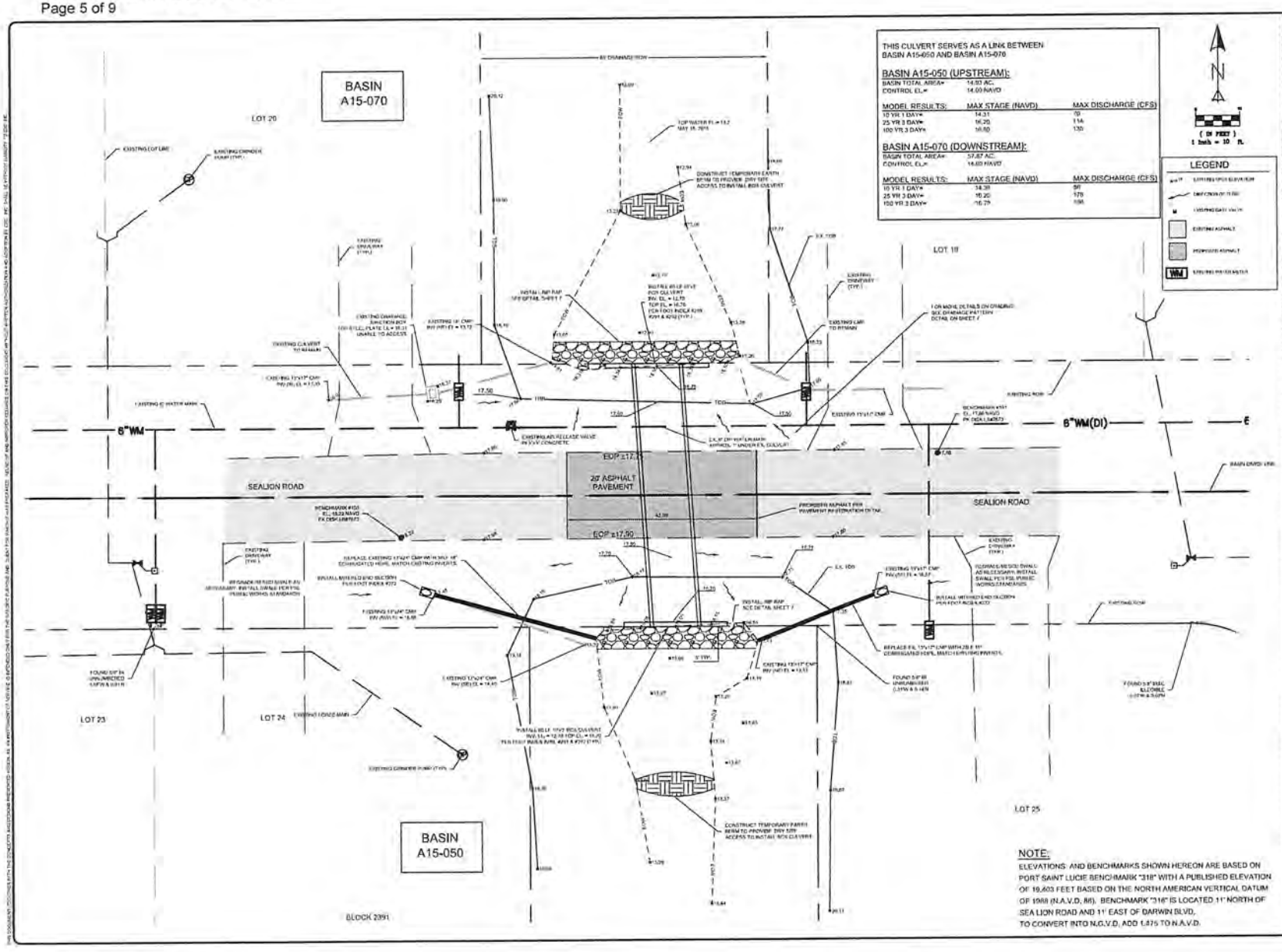
BASIN A15-070
BASIN A15-050
LOT 20
LOT 19
LOT 23
LOT 24
LOT 25
SEALION ROAD
20' ASPHALT PAVEMENT
EOP ±17.70
EOP ±17.90
8"WM
8"WM(DI)
BLOCK 2391
THIS CULVERT SERVES AS A LINK BETWEEN BASIN A15-050 AND BASIN A15-070
BASIN A15-050 (UPSTREAM):
BASIN TOTAL AREA= 14.83 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.31 79
25 YR 3 DAY= 16.20 114
100 YR 3 DAY= 16.60 130
BASIN A15-070 (DOWNSTREAM):
BASIN TOTAL AREA= 57.87 AC.
CONTROL EL.= 14.00 NAVD
MODEL RESULTS: MAX STAGE (NAVD) MAX DISCHARGE (CFS)
10 YR 1 DAY= 14.39 91
25 YR 3 DAY= 16.20 178
100 YR 3 DAY= 16.79 196
(IN FEET)
1 inch = 10 ft.
LEGEND
EXISTING ASPHALT
PROPOSED ASPHALT
EXISTING WATER METER
NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.
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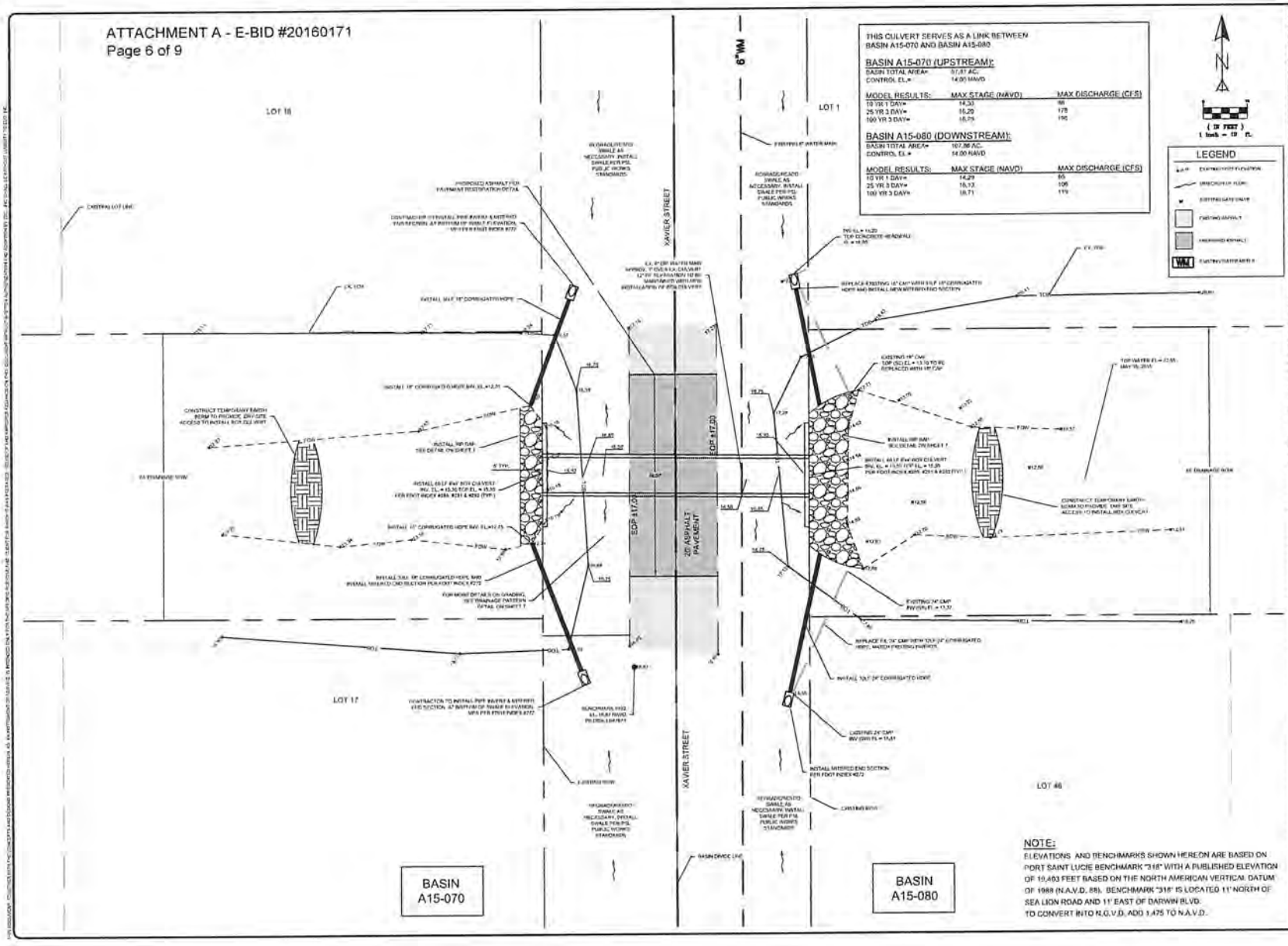
BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER 5635
PSL E-101 & E-108 CULVERT REPLACEMENTS
DRAINAGE PLAN - SEALION ROAD
PORT ST. LUCIE
FLORIDA
R.J. KENNEDY, P.E.
#56218
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
15-221
5 OF 9



THIS CULVERT SERVES AS A LINK BETWEEN BASIN A15-070 AND BASIN A15-080

BASIN A15-070 (UPSTREAM):

BASIN TOTAL AREA= 57.87 AC.
CONTROL EL.= 14.00 NAVD

MODEL RESULTS:	MAX STAGE (NAVD)	MAX DISCHARGE (CFS)
10 YR 1 DAY=	14.33	98
25 YR 3 DAY=	16.20	178
100 YR 3 DAY=	16.79	196

BASIN A15-080 (DOWNSTREAM):

BASIN TOTAL AREA= 107.86 AC.
CONTROL EL.= 14.00 NAVD

MODEL RESULTS:	MAX STAGE (NAVD)	MAX DISCHARGE (CFS)
10 YR 1 DAY=	14.29	85
25 YR 3 DAY=	16.13	106
100 YR 3 DAY=	16.71	119

NOTE:
ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON PORT SAINT LUCIE BENCHMARK "318" WITH A PUBLISHED ELEVATION OF 19.403 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). BENCHMARK "318" IS LOCATED 11' NORTH OF SEA LION ROAD AND 11' EAST OF DARWIN BLVD.
TO CONVERT INTO N.G.V.D. ADD 1.475 TO N.A.V.D.

E ENGINEERING DESIGN & CONSTRUCTION, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 9933

PSL E-101 & E-108 CULVERT REPLACEMENTS

DRAINAGE PLAN - XAVIER STREET

PORT ST. LUCIE FLORIDA

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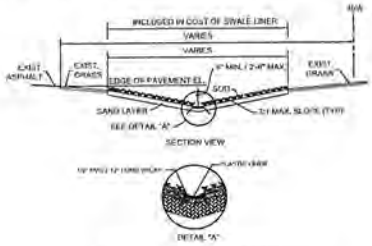
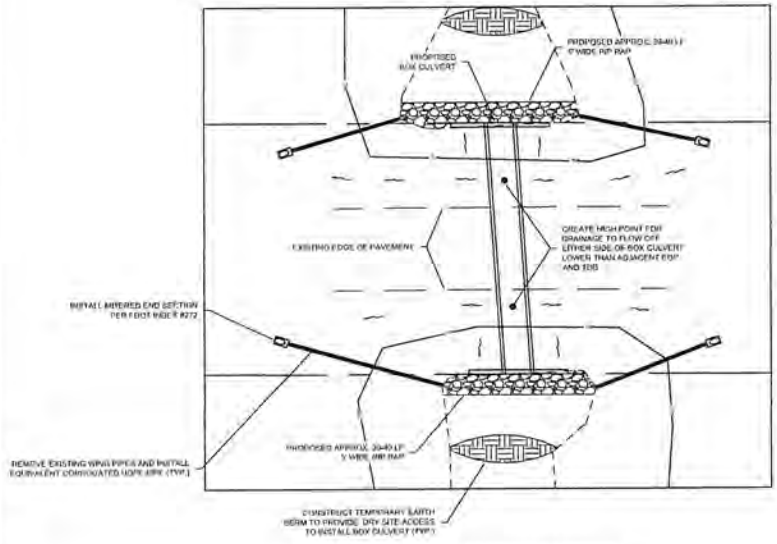


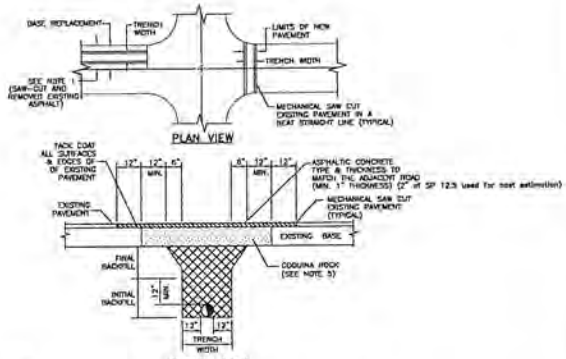
1. SWALE LINER: 1/4 SECTION OF 12" ID SMOOTH INNER WALL REINFORCED BLACK POLYETHYLENE PIPE.
2. 1/2" DIAMETER x 12" LONG PVC WITH CAP FOR STAKES THRU LINER AT CORRUGATION, EQUAL DISTANCE, 1 PC PER 20' LENGTH.
3. SOD SHALL BE LAID OVER A 1" THICK SAND LAYER.
4. ALLOW A 1-1/2" GAP BETWEEN LINER SECTIONS FOR EXPANSION.
5. THE PEGS MUST BE FLUSH WITH THE LINER.
6. INSTALL SWALE LINER SHADY EDY POSITIVE DRAINAGE AND/OR MATCH EXISTING GRADES.

PLASTIC SWALE LINER INSTALLATION DETAIL



TYPICAL DRAINAGE PATTERN

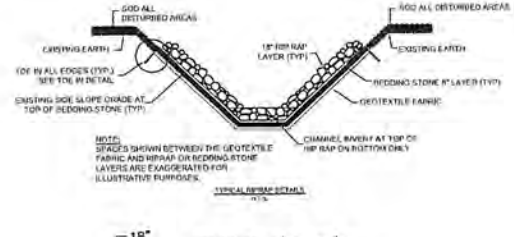
1. GRADE FROM HIGH POINT TO EXISTING AT 2% MAX SLOPE.
2. TEMPORARY EARTH BERM SHALL BE CONSTRUCTED PRIOR TO REMOVAL OF EXISTING PIPES AND SHALL REMAIN IN PLACE UNTIL PROPOSED BOX CULVERT IS IN PLACE AND CONSTRUCTION IS FINISHED.
3. SOD ALL DISTURBED AREAS. INSTALL SWALE LINE AS NECESSARY. UTILIZE PSL PUBLIC WORKS SWALE LINER STANDARDS.



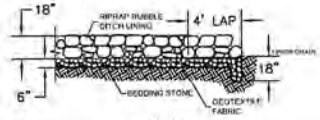
NOTES:

1. PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ALL STREETS SHALL BE FULL LANE WIDTH, WITH FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT.
2. WHEN AN ARTERIAL OR MAJOR COLLECTOR STREET IS OPEN CUT WITHIN THE LIMITS OF THE ROADWAY INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE.
3. WHEN STREETS OTHER THAN ARTERIALS OR MAJOR COLLECTORS ARE OPEN CUT MORE THAN TWO TIMES AT THE INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE. TWO OPEN CUTS OR LESS AT THE INTERSECTION WILL REQUIRE OVERLAYING WITH ASPHALT ONLY IN THE OPEN CUT AREA.
4. THE CONTRACTOR SHALL BE REQUIRED TO DOCUMENT ALL PAVEMENT MARKINGS PRIOR TO OVERLAY. THE CONTRACTOR SHALL THEN PLACE NEW PAVEMENT MARKINGS AT THE SAME LOCATIONS. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE TO F.D.O.T. STANDARDS.
5. COQUINA ROCK (12" MIN.)
6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS. ALL BACKFILL SHALL MEET DENSITY REQUIREMENTS OF 100% T-180.

UTILITY ROAD CUT PAVEMENT RESTORATION



TYPICAL RIPRAP DETAILS
N.T.S.



TOE IN DETAILS
N.T.S.

1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 530-3 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIPRAP SHALL BE LINED WITH FILTER FABRIC AND 6" INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 18" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.
2. THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 5-1-3.2 OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.
3. THE BEDDING STONE SHALL CONFORM TO SECTION 901-1 OF THE FDOT SPECIFICATIONS FOR NUMBER 4 COURSE AGGREGATE.
4. GEOTEXTILE FABRIC SHALL BE IN ACCORDANCE WITH FDOT INDEX 199. GEOTEXTILE FABRIC SHALL BE INSTALLED IN A CONTINUOUS LAYER BENEATH ALL BEDDING STONE INCLUDING TOE IN AREAS AND SHALL LAP THE TOP OF BEDDING STONE A MINIMUM OF 4 FEET.
5. TOE IN DETAIL APPLIES TO ALL LIMITS OF RIPRAP INSTALLATION.

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CERTIFICATE OF AUTHORIZATION NUMBER 8681

PSL E-101 & E-108
CULVERT REPLACEMENTS
PAVING, GRADING & DRAINAGE DETAILS
PORT ST. LUCIE FLORIDA

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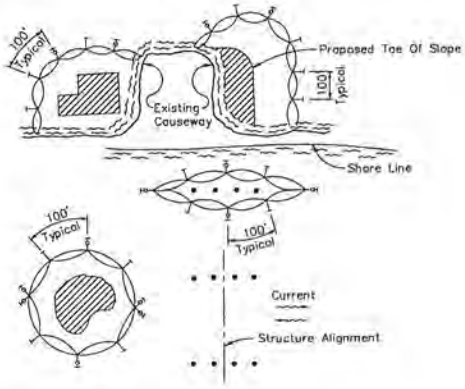
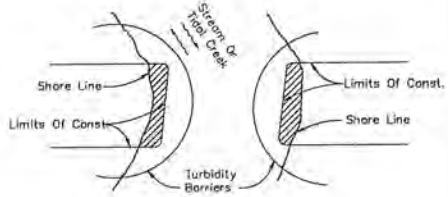
15-221



LEGEND

- Pile Locations
- Dredge Or Fill Area
- Mooring Buoy w/Anchor
- Anchor
- Barrier Movement Due To Current Action

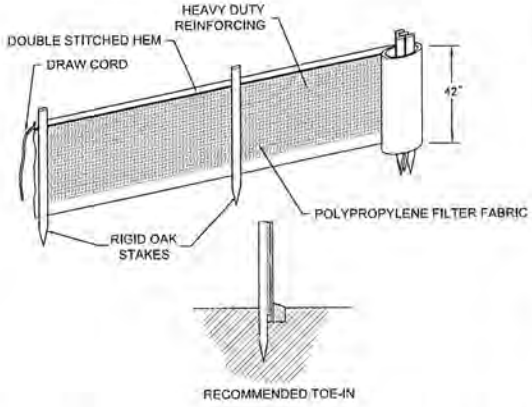


Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

NOTES:

1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications

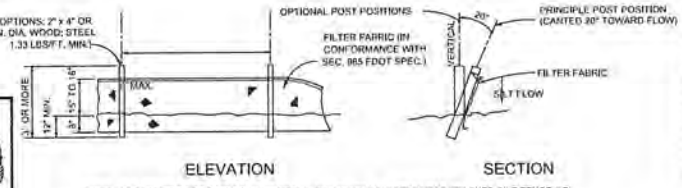
TURBIDITY BARRIER APPLICATIONS



NOTES:

1. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
2. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
3. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
4. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.

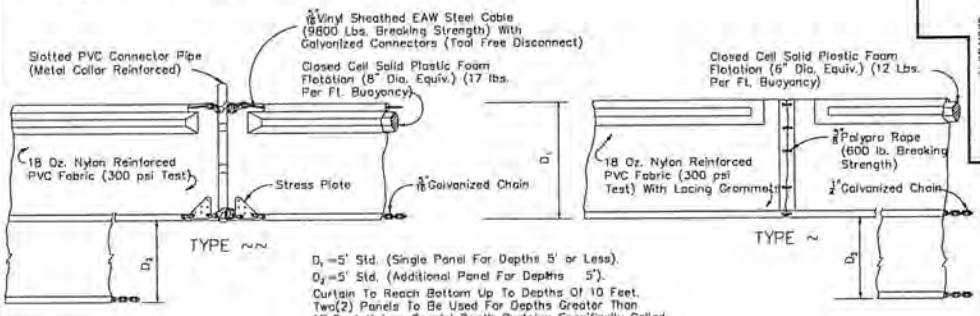
SILT FENCE DETAIL



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STACKED SILT FENCE (LF).

GENERAL NOTES

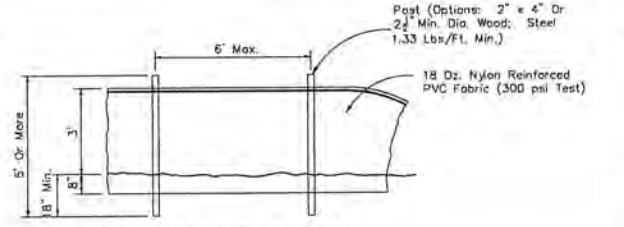
1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.



D_1 =5' Std. (Single Panel For Depths 5' or Less).
D_2 =5' Std. (Additional Panel For Depths 5').
Curtain To Reach Bottom Up To Depths Of 10 Feet. Two(2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES ~ AND ~~ MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES ~ AND ~~ SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS



STAKED TURBIDITY BARRIER

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CERTIFICATE OF AUTHORIZATION NUMBER 8583

PSL E-101 & E-108 CULVERT REPLACEMENTS
STORMWATER POLLUTION PREVENTION DETAILS
PORT ST. LUCIE FLORIDA

R.J. KENNEDY, P.E.
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1934 TUCKER COURT
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phone: 772-462-2455

15-221

GENERAL NOTES

STORM SEWER NOTES

FILTER FABRIC (STORM PIPE JOINTS)

DEWATERING

CONFLICTS

SOD

PAVING, GRADING AND DRAINAGE NOTES

SOIL EROSION PLAN

WATER QUALITY NOTES

EARTHWORK AND RELATED OPERATIONS

COMPACTION

SOIL RECOMMENDATION AND REQUIREMENTS

EXCAVATION FOR STRUCTURES AND PIPES

PIPE AND STRUCTURE BACKFILL

CLEANUP

PAVEMENT MARKING AND SIGNAGE

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phone: 772-462-2455
fax: 772-462-2454
BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NUMBER 8635

DESIGNED BY
DRAWN BY
FILENAME
LAYOUT
AS SHOWN
SCALE
DATE

REVISION COMMENTS

PSL E-101 & E-108 CULVERT REPLACEMENTS

SPECIFICATIONS

PORT ST. LUCIE FLORIDA

R.J. KENNEDY, P.E.
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1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455

15-221

9 OF 9

BID ITEMS:
The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction Dated 2015 and FDOT Roadway and Traffic Design Standards Dated 2015. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A **Mobilization:**

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall be also be included in this Section. This item also includes any costs related to obtaining an NPDES permit if necessary.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

The basis of payment for **Mobilization** shall be paid per LUMP SUM.

101-1B **Pre-Construction Video:**

The contractor shall provide a video log of the project corridor in the pre-construction condition. The video shall log the existing condition of the project limits both within the Right-of-Way work zone and the private properties which are adjacent to the work area. The video shall be used by both the Contractor and CITY as a tool for determining the condition of the project area, both public and private prior to commencement of construction activities.

The basis of payment for **Pre-Construction Video** shall be paid per LUMP SUM.

102-1 **Maintenance of Traffic:**

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance and removal. It shall include, but not be

limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Port St. Lucie Public Works Department. The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

The LUMP SUM amount shall include Maintenance of Traffic for site of construction in this project on Xavier Street.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for the specified detour route. Additionally, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for two-way traffic through the work zone.

The basis of payment for **Maintenance of Traffic** shall be paid per LUMP SUM.

104-10-3 **Sediment Barrier:**

The CONTRACTOR shall be required to provide Sediment Barrier in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 102 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to place the Sediment Barrier as indicated on the plans. All costs for removal of the Sediment Barrier shall also be included in the bid item. Sediment Barrier includes, but is not limited to, synthetic bales, silt fence, and other similar materials shown in the manual. Refer to the manual for examples of appropriate and inappropriate use of materials. Payment is made per length of material, for each location on the project, regardless of whether the materials are new or relocated. The contractor must maintain the sediment barrier, by removing sediment, throughout the installed life of the product. Also included in this item is any maintenance or replacement of the Sediment Barrier for the duration of the project. The CONTRACTOR will be responsible for the periodic replacement of the Sediment Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY. No separate payment is made for maintaining the barrier.

The basis of payment for **Sediment Barrier** shall be paid per LINEAR FOOT.

104-11-A **Floating Turbidity Barrier:**

The CONTRACTOR shall be required to provide Floating Turbidity Barrier in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 103 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but is not limited to, the required manpower, equipment, materials, maintenance, and any other items necessary to place the Floating Turbidity

Barrier as indicated on the plans. Also included in this item is any maintenance or replacement of the Floating Turbidity Barrier for the duration of the project. The CONTRACTOR will be responsible for the periodic replacement of the Floating Turbidity Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY. All costs for removal of the Floating Turbidity Barrier shall also be included in the bid item. The CONTRACTOR shall submit a sketch or detailed written description of the proposed turbidity and pollution control to be used at the Pre-Construction meeting for approval by the ENGINEER.

The basis of payment for **Floating Turbidity Barrier** shall be paid per LINEAR FOOT.

108-1 **Construction Layout/Record Drawings:**

The bid price for this item shall include, but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare four (4) sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Construction Layout/Record Drawing** shall be paid per LUMP SUM.

120-1 **Regular Excavation:**

The contractor shall provide all excavation required to construct the project in accordance with the requirements of Sections 120 Excavation and Embankment and 125 Excavation for Structures of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary to excavate and place embankment to balance out the site, as indicated on the plans. The unit cost consists of excavation utilization or disposal of all material necessary for the construction of the project unless specifically covered under another item. Earthwork and soils management of materials shall be the sole responsibility of the Contractor.

Excavate materials for clearing and grubbing under Section 110. Compact and dress excavated areas and embankments. Unclassified material displaced by the storm sewer, drainage structure system and utility lines are not included in the earthwork quantities shown on the plans. Excavation of structures shall be in accordance with bid item 110 -1-1A Clearing and Grubbing (Select) and 110-4 Removal of existing driveway pavement, refer to Section 125 of Standard Specifications.

Any excess unsuitable material shall be removed from the site and disposed of by the CONTRACTOR at his expense. The ENGINEER shall make the determination of soil suitability upon request by the CONTRACTOR.

The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. The CONTRACTOR shall repair at their expense, except otherwise provided herein, any slides, washouts, settlements, subsidence, or other mishap, which may occur prior to final acceptance of the work. Maintenance and protection of earthwork construction shall be in accordance with Section 104 of the Standard Specifications.

The construction plans include cross section sheets that indicate the approximate cut and fill calculations generated by a computer model from template information. This information should be used as a guide for determining the quantity of excavation required to complete the project.

The basis of payment for **Regular Excavation** shall be paid per CUBIC YARD.

120-6 **Embankment:**

The contractor shall provide all embankment required to construct the project in accordance with Index 505 Embankment Utilization. Earthwork and soils management of materials shall be the responsibility of the Contractor. The bid price for this item shall include, but not be limited to, the requirements of Sections 120 Excavation and Embankment and 125 Excavation for Structures of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary to place embankment to balance out the site, as indicated on the plans. Use only suitable excavated materials or authorized borrow materials.

Import Fill Material necessary to construct the project shall consist of clean sands or fragmented limerock, free of organics and other deleterious materials, and containing not more than **twelve (12)** percent passing the No. 200 sieve. Any excess unsuitable material shall be removed from the site and disposed of by the CONTRACTOR at his expense.

The ENGINEER shall make the determination of soil suitability upon request by the CONTRACTOR. Any fill placed by CONTRACTOR not acceptable to the ENGINEER shall be removed and replaced with suitable material at the CONTRACTOR'S expense.

The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. The CONTRACTOR shall repair at their expense, except otherwise provided herein, any slides, washouts, settlements, subsidence, or other mishap, which may occur prior to final acceptance of the work. Maintenance and protection of earthwork construction shall be in accordance with Section 104 of the Standard Specifications.

The construction plans include cross section sheets that indicate the approximate cut and fill calculations generated by a computer model from template information. This information should be used as a guide for determining the quantity of embankment required to complete the project.

The basis of payment for **Embankment** shall be paid per CUBIC YARD.

285-711 **Cemented Coquina (LBR100) (12"):**

Consists of base construction of one of the optional materials shown in the plan typical sections. The plans will include typical sections specifying only the base group on new construction and complete reconstruction projects, permitting the maximum number of general use options that the contractor can utilize. Note that there are still limitations given in the notes. Also, the designer can still specify base materials, if this is appropriate for the project. The Optional Base item is also use when specifying only one option, such as ABC III. The quantity must include a 4" (0.1 m) overhang, as shown on the typical section for rural projects.

NOTE: The cost of prime or tack coats used between layers of the base are included in the cost of the Optional Base.

Construction Forms & Text: A Contractor's Certification of Quantities will be required when Asphalt Base is used. The pay quantity will be adjusted per the specifications.

The basis of payment for **Optional Base** shall be paid per SQUARE YARD.

334-1-11 **Superpave Asphaltic Concrete (Type SP-12.5)(TRAFFIC A) (2")**

Consists of using SUPERPAVE asphalt mixture design and analysis test equipment and procedures, Gyratory Compactor to better simulate actual pavement loadings (five different traffic levels available) to provide for a better rut-resistant mix design.

DO NOTE USE for Temporary Asphalt. See 102-2 for Special Detour, and 102-3 for Commercial Material for Driveway Maintenance. NOTE: 102-1 MOT, LS for temporary diversions was valid through December 2014; use Special Detour for diversions which require temporary asphalt.

OVERBUILD (Effective January 2016, or sooner when possible): When overbuild is used, detail quantities for both structural layer and overbuild quantities on the Summary of Pavement.

From July 2014 specification, 334-1.4.1 Layer Thickness – Fine Mixes: The allowable layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP-9.5.....1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 2-1/2 inches
Type SP-19.0..... 2 to 3-1/2 inches

Estimated quantities should be as follows:
For 1" thickness 110 lb/yd2
1.5" thickness, 165 lb/yd2
2" thickness, 220 lb/yd2
2.5" thickness, 275 lb/yd2
3" thickness, 330 lb/yd2

DO NOT ADD contingency quantities or temporary asphalt to the design plan quantity.

CONSTRUCTION: Pay quantities will be based on actual maximum specific gravity of the mix being used, as well as overbuild and pay factors shown in the specification.

Safety Edge is currently under review with selected projects. It is to be used only when approved in accordance with State Roadway Design Office guidelines. For approved projects, calculate the additional asphalt required for the safety edge, and include the quantities with Superpave Asphalt (surface course), per ton. Plan Details will be required, in accordance with the developmental specifications.

The basis of payment for **Superpave Asphaltic Concrete** shall be paid per TON.

400-2-2 **Class I Concrete, Endwalls:**

The bid price for this item shall include, but not be limited to, the requirements of Section 400 Concrete Structures of the Standard Specifications. All the manpower, equipment, material, and another items necessary to perform this task shall also be included. The endwalls shall be in accordance with FDOT Index No. 250.

The area of excavation shall be maintained in a dry condition, at all times, by the use of an adequate dewatering system. Compensation for dewatering shall be paid for under bid item 455-1A, Dewatering for Construction Operations.

If the COTNRACTOR chooses to use the cast-in place method than a mix design must be submitted and approved by the ENGINEER/OWNER'S PROJECT MANAGER one week prior to the placement of concrete. Also, a concrete curing plan must be submitted for approval by the ENGINEER/OWNER'S PROJECT MANAGER prior to any placement of concrete. If this method is used there will be no backfilling around the structure until seventy-percent (70%) strength of the approved mix design has been obtained.

The cost of excavation, backfilling, and disposal of surplus / deleterious material shall be included in this bid item. The backfill material necessary to facilitate the endwall installation shall meet the requirements as stated in Item No. 120-6 Embankment.

The basis of payment for **Class I Concrete, Collar** shall be paid per CUBIC YARD.

160-4 **12" Type B Stabilized Subgrade:**

For stabilized subgrade, the CONTRACTOR may choose the type of material, Commercial or Local.

When the stabilizing is designated as Type B, the ENGINEER will determine compliance with the bearing value requirements by the Limerock Bearing Ratio

(LBR) Method. If approved by the ENGINEER and only for materials requiring an LBR value of 40, the ENGINEER may omit Sections 6.0 and 6.1 of Florida Method of Test for Limerock Bearing Ratio (FM 5-515) and perform an Unsoaked LBR Test. The ENGINEER or the CONTRACTOR may request to use this method. If the Unsoaked LBR Test results in a failing test, then the ENGINEER will perform a standard Soaked LBR Test. When the stabilizing is designated as Type C, the ENGINEER will determine compliance by the Florida Soil Bearing Test.

The CONTRACTOR is responsible to make the finished roadbed section meet the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, the CITY will make full payment for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the CONTRACTOR may elect to place select high-bearing materials from other sources within the limits of the stabilizing.

After substantially completing the roadbed grading operations, determine the type and quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. Notify the ENGINEER of the approximate quantity to be added. Obtain the ENGINEER'S approval for spreading and mixing-in of such quantity of materials to achieve uniformity and effectiveness.

The ENGINEER may allow, at no additional cost to the CITY, the substitution of 6 inches [150 mm] of Granular Subbase meeting the requirements of Section 290, when 12 inches [300 mm] of Type B Stabilization requiring an LBR value of 40 is specified.

The basis of payment for **12" Type B Stabilized Subgrade** shall be paid per SQUARE YARD.

410-70-084 **Pre-Cast Concrete Box Culvert (8'X4'):**

Intended for 4-sided precast box culverts. Show schematically in the plans. Pay for headwall concrete wing walls under separate items. When a CIP 4-sided box culvert, Standard Index 290 is called for in the plans, Item 410-AAB should not be used. Show locations in plans w/ quantity block. Include pay item note in clarify payment of culvert, head wall and wing walls.

The basis of payment for **Pre-Cast Concrete Box Culvert** shall be paid per LINEAR FEET.

430-175-118 **Pipe Culvert (HPDE) (Round) (18"):**

The bid price for this item shall include, but not be limited to, the requirements of Section 430 Pipe Culverts of the FDOT Specifications. The unit cost shall include all materials, manpower and equipment required for installation of drainage pipe and end sections at the locations called for in the plans. During construction of inlets specified in plans, excavate and backfill as specified in Section 125 of the FDOT Specifications. All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacturer's gasket recommendations. Cost is to be

included in this bid item. The use of rock as pipe bedding shall only be permitted as directed in writing by the ENGINEER. The soil beneath all pipes, unless left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of one (1) foot below the bottom of the excavation. Fiber reinforced pipe shall NOT qualify for use on this project.

The area of excavation shall be dry at all times. Payment for insuring a dry construction zone shall be paid for under the LUMP SUM Pay Item No. 455-1A, Dewatering for Construction Operations. All material required to provide suitable backfill for the placement of the pipe culvert shall be paid for under the LUMP Sum pay Item No. 120-1 Regular Excavation/Embankment.

The basis of payment for **Pipe Culvert (HDPE) (Round) (18")** shall be paid per LINEAR FOOT.

430-175-124 **Pipe Culvert (HPDE) (Round) (24"):**

The bid price for this item shall include, but not be limited to, the requirements of Section 430 Pipe Culverts of the FDOT Specifications. The unit cost shall include all materials, manpower and equipment required for installation of drainage pipe and end sections at the locations called for in the plans. During construction of inlets specified in plans, excavate and backfill as specified in Section 125 of the FDOT Specifications. All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacturer's gasket recommendations. Cost is to be included in this bid item. The use of rock as pipe bedding shall only be permitted as directed in writing by the ENGINEER. The soil beneath all pipes, unless left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of one (1) foot below the bottom of the excavation. Fiber reinforced pipe shall NOT qualify for use on this project.

The area of excavation shall be dry at all times. Payment for insuring a dry construction zone shall be paid for under the LUMP SUM Pay Item No. 455-1A, Dewatering for Construction Operations. All material required to provide suitable backfill for the placement of the pipe culvert shall be paid for under the LUMP Sum pay Item No. 120-1 Regular Excavation/Embankment.

The basis of payment for **Pipe Culvert (HDPE) (Round) (24")** shall be paid per LINEAR FOOT.

430-982-125 **Mitered End Section (Optional Round) (18" CD):**

Includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the mitered end section. Show shape and size on the contract plans. Refer to Index 273 for valid sizes. Use equivalent round pipe size for payment.

NOTE from Design Standard: Payment for each MES is based on each independent pipe end. (For example, on a double pipe cross drain, a quantity of 2 MES per end.)

Sodding is paid separately under Performance Turf – Sod, per SY.

The basis of payment for **Mitered End Section (Optional Round) (18" CD)** shall be paid per EACH.

430-982-129 **Mitered End Section (Optional Round) (24" CD):**
Includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the mitered end section. Show shape and size on the contract plans. Refer to Index 273 for valid sizes. Use equivalent round pipe size for payment.

NOTE from Design Standard: Payment for each MES is based on each independent pipe end. (For example, on a double pipe cross drain, a quantity of 2 MES per end.)

Sodding is pad separately under Performance Turf – Sod, per SY.

The basis of payment for **Mitered End Section (Optional Round) (24" CD)** shall be paid per EACH.

530-3-4 **Rip Rap, Rubble, F&I, Ditch Lining:**
The bid price for this item shall include, but not be limited to, the requirements of Section 530 Riprap of the FDOT Standard Specifications. CONTRACTOR to provide sound, hard, durable ruble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone with a bulk specific gravity of at least 2.30 and minimum weight of 140 PCF.. Ensure that stones are rough and angular per Section 530-2.2.2 and installed in accordance with Section 530-3.2 FDOT Standard Specifications. Rock Rubble layer shall be a minimum perpendicular thickness of 18' inches and placed in a manner as to produce a reasonable well graded mass of stone with minimum voids.

The filter fabric shall meet the requirements of FDOT Index No. 199 for D-2 geotextile.

Fill material shall consist of USCS soil Type SP of SP-SM with no more then 12% fines, benched in compacted 18-inch maximum lifts, and keyed into undisturbed native bank soils. Canal banks and bottoms must be thoroughly cleared of vegetation, soft sediment, muck, ETC. and inspected prior to placement of clean fill sand layer.

CONTRACTOR to provide bedding stone of either a durable quality limestone or other quarry run stone, with a bulk specific gravity of not less than 1.90 and that is reasonable free from thin, flat and elongated pieces. Ensure that the bedding stone is also reasonably free from organic matter and soft, friable particles.

Price and payment will be full compensation for all work specified in Section 530-3.2, including all materials, labor, hauling, excavation, and backfill. CONTRACTOR to include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap rubble, and required fill material in the Contract

unit price for Rip-Rap, Rubble, F&I, Ditch Lining as detailed on the Construction Plans.

The basis of payment for **Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining** shall be paid per TON.

570-1-2 **Performance Turf, Sod:**

The bid price for this item shall include, but not be limited to, the requirements of Section 570 Performance Turf of the FDOT Specifications. Establish a growing, healthy turf over all areas designated on the plans. Sod shall be like kind or as directed by the ENGINEER. The CONTRACTOR shall sod and restore all areas disturbed by construction to a condition equal to, or better than that now existing. Also included in this item is any fertilizer, water, and mowing needed to maintain the turf area until final acceptance of all contract work. The CONTRACTOR will be responsible for repairing all washed-out and eroded areas and watering of the sod until such time as the project is accepted. Water for sod shall be provided in accordance with Section 983 of the FDOT Specifications at no additional cost to the CITY. All disturbed areas shall be covered with a good stand of grass prior upon acceptance by the City of Port St. Lucie Public Works Department.

The basis of payment for **Performance Turf, Sod** shall be paid per SQUARE YARD.

1000-06 **Utility Work (Water):**

This pay item for Utility JPA projects Only. Tech Specs are required for all work to be completed.

Coordinate the use of this item with District Utilities Office. This is a LS project pay item; do NOT use separate pay items along with LS item for given JPA. Payment covers all work and materials for the entire utility project number. (Note: The Roadway project(s) may be either LS or standard pay items. Each utility project number may be either LS or standard pay items.)

Additional guidance: As with roadway projects, Utility LS projects should only be considered when the work to be completed (including known quantities) is clearly defined in the plans. LS projects should not be considered for unknown conditions.

For Plan Detail/Tech Spec items: The Designer should ensure that the description, materials, construction/installation requirements, method of measurement and basis of payment are available in the contract documents to clearly define the work to be completed for payment under this item.

The basis of payment for **Utility Work (Water)** shall be paid per Lump Sum.

E-BID #20160171
E-BID REPLY EXCEL SPREADSHEET
E-108 CULVERT REPLACEMENT at XAVIER STREET CONSTRUCTION
SCHEDULE A

Company Name: _____

Line #	Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount
1	101-1A	Mobilization	1	LS		$ -
2	101-1B	Pre-Construction Video	1	LS		$ -
3	102-1	Maintenance of Traffic	1	LS		$ -
4	104-10-3	Sediment Barrier	50	LF		$ -
5	104-11-A	Floating Turbidity Barrier	100	LF		$ -
6	108-1	Construction Layout/Record Drawings	1	LS		$ -
7	7	Water Quality Monitoring	1	LS		$ -
8	8	Safety Fencing	120	LF		$ -
9	120-1	Regular Excavation	40	CY		$ -
10	120-6	Embankment	40	CY		$ -
11	285-711	Cemented Coquina (LBR 100) (12")	100	SY		$ -
12	334-1-11	Superpave Asphaltic Concrete (Type SP-12.5) (Traffic A) (2")	11	TN		$ -
13	400-2-2	Class I Concrete, Endwalls (per FDOT Index 250)	10	CY		$ -
14	160-4	12" Type B Stabilized Subgrade	8	SY		$ -
15	410-70-84	Pre-Cast Concrete Box Culvert (8'x4')	60	LF		$ -
16	430-175-118	Corrugated HDPE Culvert (18" CD) (CL III)	94	LF		$ -
17	430-175-124	Corrugated HDPE Culvert (24" CD) (CL III)	32	LF		$ -
18	430-982-125	Mitered End Section (18" CD)	3	EA		$ -
19	430-982-129	Mitered End Section (24" CD)	1	EA		$ -
20	455-1A	Dewatering for Construction Operations	1	LS		$ -
21	530-3-4	Rip Rap, Rubble, F&I, Bedding Stone, Ditch Lining - FDOT Certified	50	TN		$ -
22	570-1-2	Performance Turf (Sod) (Bahia)	360	SY		$ -
23	1000-06	Utility Work (Water)	1	LS		$ -
24		**TOTAL AMOUNT**				$ -

E-Bid #20160171
E-Bid Opening
E-108 Culvert Replacement at Xavier Street
September 13, 2016 @ 3:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	BRIAN LAW	LCCI	LCCICONST@gmail.com	T 954-4787330 " 7949477
				F
2.	Kevin Bush	Southern Underground	Kevin @ Southern Underground inc, com	T 772-418-0803
				F 772-340-0777
3.	Robyn Holder	City of PSL-PMD		T 344-4293
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F
8.				T

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager – City Engineer
Jesus Merejo, Utility Systems Department Director - Interim Assistant City Manager
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: E-Bid #20160167 – Rehabilitation of City Manholes, Lift Stations & Wet Wells

Submittal Date: 10/25/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 3 Balanced and Responsible Sustainable Growth, Short Term Challenges and Opportunities, No. 1 - "Aging City infrastructure needing maintenance, upgrade or replacement"

BACKGROUND: The City's wastewater collection system includes numerous manholes and lift stations that are located throughout the Utility Service Area. Hydrogen sulfide gases that are present in a wastewater system can have a corrosive effect on the interior walls of manholes and lift station wet wells. The corrosive nature of these gases can be severe enough to cause some manholes and lift station wet wells to require rehabilitation in order to remain in service.

The purpose of this work is to provide the City with a contract for manhole rehabilitation work, to be performed on an as-needed basis. This work is of significant value to the City for the continued reliable and safe operation of its wastewater collection system.

The base bid was based on a scenario of a four-foot diameter manhole, approximately twelve (12) feet deep, with moderate to severe degradation. This scenario was developed for the purposes of securing a fair and competitive bid from each contractor. Actual manholes and lift station s found throughout the

City's service area vary in diameter, depth and structural condition and overall rehabilitation needs.

An E-Bid for the rehabilitation of City manholes, lift stations & wet wells was issued on August 20, 2016 to one thousand five hundred one (1,501) potential suppliers with forty three (43) downloading the bid documents and being listed as plan holders. The E-Bid was opened on September 27, 2016 with seven (7) firms submitting proposals.

ANALYSIS: Staff reviewed all the proposals and finds that Rowland, Inc. meets City standards and provides the best value to the City. Rowland, Inc. has been the City's manhole rehabilitation contractor since 2012 and has provided the City with quality service. Rowland, Inc. is not a local firm.

FINANCIAL INFORMATION: Funds are available in the Utility Renewal & Replacement Fund / Inflow & Infiltration / Lift Stations /Improvements O/T Building.

LEGAL INFORMATION: Reviewed by Ella Gilbert on 10/27/2016 and approved as to form.

STAFF RECOMMENDATION: Approval of award and Contract #20160167 Manhole, Lift Station Wet Well Rehabilitation with Rowland, Inc. for the unit prices listed in Schedule "A", plus a one-time $10.00 Indemnification Fee. Annual estimated expenditures will be as budget allows. The estimated budget for Fiscal Year 2016-2017 is $100,000.00. The Contract period will be two (2) years with an option to renew for an additional two (2) year period.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: Port St. Lucie, Florida

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

NOV 0 1 2016

CITY MANAGER'S OFFICE

CITY OF PORT SAINT LUCIE
CONTRACT #20160167

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 **Rowland, Inc.**, 6855 102nd Avenue North, Pinellas Park, Florida 33782, Telephone No. (727) 545-3815 Fax No. (727) 546-8464, 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
NOTICES

All notices shall be delivered via certified mail to all parties listed below with return receipt requested.

Project Manager:
Rich Schoenborn, P.E.
City of Port St. Lucie Utility Systems Department
900 SE Ogden Lane
Port St. Lucie, Florida 34983
Telephone: 772-873-6485 Fax: 772-873-6405
Email: rschoenborn@cityofpsl.com

City Contract Administrator:
Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

Contractor:
Kevin Rowland, President
Rowland, Inc.
6855 102nd Avenue North
Pinellas Park, Florida 33782
Telephone: 727-545-3815 Fax: 727-546-8464
Email: rperez@rowland-inc.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160167, **Rehabilitation of City Manholes, Lift Stations and Wet Wells,** are hereby incorporated by this reference.

Scope of Work:

The work includes rehabilitation of manholes and lift stations as directed by the City. The major elements of the proposed project work are summarized as follows: Furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations using either:

(1) A stand-alone structural cementitious liner system,
(2) A 100% solids epoxy lining system, or
(3) A composite liner system utilizing both cementitious and epoxy systems.

The work for manholes and lift stations includes mobilization, bypass pumping (as Additional Pricing), safety equipment, traffic control, cleaning and removal of any existing deteriorated coating, preparation and patching of structures to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the manholes and testing, clean-up, restoration of site, and demobilization for a complete and operational leak free manhole and/or lift station.

Hours of Service - The standard hours of work allowed in St. Lucie County are from 7:00 a.m. to 5:00 p.m. Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department or from St. Lucie County. 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

Contract period shall commence _____ and terminate two (2) years thereafter on _____. 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 and accepted by the City.

Suspension of Work: The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice to the Contractor and signed by the Project Manager. The Contractor shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Project Manager.

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 the identical period of time in the subsequent calendar period for a total charge that is

acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional two (2) year period upon satisfactory performance.

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 total amount to be paid by the City to the Contractor is on a per unit price basis 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.

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

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

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

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

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

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

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the

performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

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.

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. Any work changes exceeding twenty five thousand ($25,000.00) dollars requires City Council approval.

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 #20160167 – Rehabilitation of City Manholes, Lift Stations & Wet Wells shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the 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.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

SECTION XIV
DELIVERY DOCUMENTATION

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Project Manager or his/her designee receiving the material. One copy shall be given to the Project Manager or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION XV
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. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

SECTION XVI
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.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditures 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.

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. Contractors may agree to allow other public agencies to contract with them for 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 area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

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 Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Contractor shall maintain

and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

OSHA Compliance - Contractors 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 the OSHA guidelines.

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/her designee, without special instruction or authorization from the City, is obligated to act, at his/her discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the Project Manager written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Manager a written authorization signed by the Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments may be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION XIX
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 XX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, 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, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred dollars ($500.00) 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.

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.

SECTION XXI
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 XII
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 XXIII
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 XXIV
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of Rowland, 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*)

SCHEDULE "A"

Line #	Description	Unit of Measure	Unit Price
1	Mobilization	LS	$ 1.00
2	Sodding	SY	$ 0.10
3	Manhole Bypass Pumping - 8 inch Quiet Flow (500 gpm minimum)	DAY	$ 120.00
4	Rebuild existing manhole bench & invert channel (4 foot diameter manhole)	EA	$ 200.00
	Manhole & Lift Station Surface Preparation		
5	Dry abrasive blasting & removal of existing coating material	SF	$ 2.75
6	Demolition & removal of pre-existing mechanically fastened or embedded liner materials	SF	$ 3.00
7	High Pressure water blasting (minimum 5,000 psi) of existing substrate	SF	$ 0.20
	Liner Application (as directed by City USD)		
8	Condition II - Cementitious Only	SF	$ 17.00
9	Supplemental 0.5 inch thick layer(s) of cementitious build-back added to Conditions II, III & IV	SF	$ 1.00
10	Supplemental 50 mil thick layer(s) of epoxy top coated added to Conditions I, III & IV	SF	$ 1.00
	Additional Liner Application Unit Pricing (as directed by City USD)		
12	Condition I - Epoxy Only	SF	$ 35.00
13	Condition III - Composite Level I	SF	$ 40.00
14	Condition IV - Composite Level 2	SF	$ 45.00
	Additional Unit Pricing		
15	Manhole Bypass Pumping - 6 inch Quite Flow (500 gpm minimum)	DAY	$ 120.00
16	Manhole Bypass Pumping - 10 inch Quite Flow (500 gpm minimum)	DAY	$ 600.00
17	Lift Station Bypass Pumping (3,000 gpm minimum)	DAY	$ 1,200.00
18	Resetting of existing manhole cover frame assembly	EA	$ 500.00
19	Installation of new manhole cover frame assembly	EA	$ 500.00
20	Rebuild existing manhole bench & invert channel (5 foot diameter manhole)	EA	$ 450.00
21	Rebuild existing manhole bench & invert channel (6 foot diameter manhole)	EA	$ 500.00
22	Removal of existing manhole steps	EA	$ 30.00
23	Chemical grouting of manholes	GAL	$ 65.00
24	Chemical grouting of lift stations	GAL	$ 65.00
25	Traffic Control (Residential street)	DAY	$ 50.00
26	Traffic Control (County or State roads)	DAY	$ 250.00

E-BID #20160167

E-BID TABULATION REPORT

REHABILITATION OF CITY MANHOLES, LIFT STATIONS & WET WELLS

SCHEDULE "A" - OPENED: 9/27/2016 3:00 PM

				Rowland, Inc.		Hinterland Group, Inc.		VacVision Environmental		Intercounty Engineering		Foster Marine Contractors		Select Environmental Svs		TV Diversified LLC	
Line #	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization	1	LS	$ 1.00	$ 1.00	$ 250.00	$ 250.00	$ 3,500.00	$ 3,500.00	$ 2,215.00	$ 2,215.00	$ 500.00	$ 500.00	$ 7,500.00	$ 7,500.00	$ 500.00	$ 500.00
2	Sodding	50	SY	$ 0.10	$ 5.00	$ 2.50	$ 125.00	$ 10.00	$ 500.00	$ 3.00	$ 150.00	$ 15.00	$ 750.00	$ 15.00	$ 750.00	$ 6.50	$ 325.00
3	Manhole Bypass Pumping - 8 inch Quiet Flow (500 gpm minimum)	1	DAY	$ 120.00	$ 120.00	$ 100.00	$ 100.00	$ 10.00	$ 10.00	$ 120.00	$ 120.00	$ 25.00	$ 25.00	$ 3,800.00	$ 3,800.00	$ 350.00	$ 350.00
4	Rebuild existing manhole bench & invert channel (4 foot diameter manhole)	1	EA	$ 200.00	$ 200.00	$ 250.00	$ 250.00	$ 375.00	$ 375.00	$ 500.00	$ 500.00	$ 50.00	$ 50.00	$ 600.00	$ 600.00	$ 200.00	$ 200.00
	Manhole & Lift Station Surface Preparation																
5	Dry abrasive blasting & removal of existing coating material	150	SF	$ 2.75	$ 412.50	$ 1.00	$ 150.00	$ 7.00	$ 1,050.00	$ 5.00	$ 750.00	$ 5.00	$ 750.00	$ 8.00	$ 1,200.00	$ 1.50	$ 225.00
6	Demolition & removal of pre-existing mechanically fastened or embedded liner materials	150	SF	$ 3.00	$ 450.00	$ 1.00	$ 150.00	$ 10.00	$ 1,500.00	$ 5.00	$ 750.00	$ 7.00	$ 1,050.00	$ 18.00	$ 2,700.00	$ 250.00	$ 37,500.00
7	High Pressure water blasting (minimum 5,000 psi) of existing substrate	150	SF	$ 0.20	$ 30.00	$ 6.00	$ 900.00	$ 2.00	$ 300.00	$ 2.50	$ 375.00	$ 3.00	$ 450.00	$ 6.00	$ 900.00	$ 0.50	$ 75.00
	Liner Application (as directed by City USD)																
8	Condition II - Cementitious Only	150	SF	$ 17.00	$ 2,550.00	$ 18.00	$ 2,700.00	$ 11.00	$ 1,650.00	$ 30.00	$ 4,500.00	$ 18.00	$ 2,700.00	$ 18.00	$ 2,700.00	$ 13.00	$ 1,950.00
9	Supplemental 0.5 inch thick layer(s) of cementitious build-back added to Conditions II, III & IV	150	SF	$ 1.00	$ 150.00	$ 7.00	$ 1,050.00	$ 3.50	$ 525.00	$ 12.00	$ 1,800.00	$ 7.00	$ 1,050.00	$ 10.00	$ 1,500.00	$ 6.00	$ 900.00
10	Supplemental 50 mil thick layer(s) of epoxy top coated added to Conditions I, III & IV	150	SF	$ 1.00	$ 150.00	$ 2.00	$ 300.00	$ 9.00	$ 1,350.00	$ 2.00	$ 300.00	$ 40.00	$ 6,000.00	$ 21.00	$ 3,150.00	$ 9.00	$ 1,350.00
11	**Total Base Bid Amount**				**$ 4,068.50**		**$ 5,975.00**		**$ 10,760.00**		**$ 11,460.00**		**$ 13,325.00**		**$ 24,800.00**		**$ 43,375.00**
	Additional Liner Application Unit Pricing (as directed by City USD)																
12	Condition I - Epoxy Only	1	SF	$ 35.00	$ 35.00	$ 14.00	$ 14.00	$ 28.00	$ 28.00	$ 28.00	$ 28.00	$ 60.00	$ 60.00	$ 28.00	$ 28.00	$ 18.00	$ 18.00
13	Condition III - Composite Level I	1	SF	$ 40.00	$ 40.00	$ 30.00	$ 30.00	$ 30.00	$ 30.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00	$ 25.00	$ 25.00	$ 22.00	$ 22.00
14	Condition IV - Composite Level 2	1	SF	$ 45.00	$ 45.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 75.00	$ 75.00	$ 100.00	$ 100.00	$ 35.00	$ 35.00	$ 25.00	$ 25.00
	Additional Unit Pricing																
15	Manhole Bypass Pumping - 6 inch Quite Flow (500 gpm minimum)	1	DAY	$ 120.00	$ 120.00	$ 50.00	$ 50.00	$ 10.00	$ 10.00	$ 120.00	$ 120.00	$ 75.00	$ 75.00	$ 350.00	$ 350.00	$ 200.00	$ 200.00
16	Manhole Bypass Pumping - 10 inch Quite Flow (500 gpm minimum)	1	DAY	$ 600.00	$ 600.00	$ 150.00	$ 150.00	$ 10.00	$ 10.00	$ 600.00	$ 600.00	$ 100.00	$ 100.00	$ 5,966.00	$ 5,966.00	$ 350.00	$ 350.00
17	Lift Station Bypass Pumping (3,000 gpm minimum)	1	DAY	$ 1,200.00	$ 1,200.00	$ 600.00	$ 600.00	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 150.00	$ 150.00	$ 6,596.00	$ 6,596.00	$ 500.00	$ 500.00
18	Resetting of existing manhole cover frame assembly	1	EA	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 575.00	$ 575.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00
19	Installation of new manhole cover frame assembly	1	EA	$ 500.00	$ 500.00	$ 850.00	$ 850.00		$ -	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,100.00	$ 1,100.00
20	Rebuild existing manhole bench & invert channel (5 foot diameter manhole)	1	EA	$ 450.00	$ 450.00	$ 250.00	$ 250.00		$ -	$ 545.00	$ 545.00	$ 1,200.00	$ 1,200.00	$ 600.00	$ 600.00	$ 200.00	$ 200.00
21	Rebuild existing manhole bench & invert channel (6 foot diameter manhole)	1	EA	$ 500.00	$ 500.00	$ 250.00	$ 250.00		$ -	$ 600.00	$ 600.00	$ 1,500.00	$ 1,500.00	$ 750.00	$ 750.00	$ 200.00	$ 200.00
22	Removal of existing manhole steps	1	EA	$ 30.00	$ 30.00	$ 10.00	$ 10.00	$ 25.00	$ 25.00	$ 50.00	$ 50.00	$ 500.00	$ 500.00	$ 50.00	$ 50.00	$ 10.00	$ 10.00
23	Chemical grouting of manholes	1	GAL	$ 65.00	$ 65.00	$ 60.00	$ 60.00	$ 150.00	$ 150.00	$ 65.00	$ 65.00	$ 500.00	$ 500.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
24	Chemical grouting of lift stations	1	GAL	$ 65.00	$ 65.00	$ 60.00	$ 60.00	$ 150.00	$ 150.00	$ 65.00	$ 65.00	$ 500.00	$ 500.00	$ 75.00	$ 75.00	$ 50.00	$ 50.00
25	Traffic Control (Residential street)	1	DAY	$ 50.00	$ 50.00	$ 25.00	$ 25.00	$ 10.00	$ 10.00	$ 75.00	$ 75.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 50.00	$ 50.00
26	Traffic Control (County or State roads)	1	DAY	$ 250.00	$ 250.00	$ 150.00	$ 150.00	$ 500.00	$ 500.00	$ 350.00	$ 350.00	$ 250.00	$ 250.00	$ 800.00	$ 800.00	$ 750.00	$ 750.00

1	Acknowledged all Addenda.	Yes		Yes		Yes		Yes		Yes		Yes		Yes
2	Submitted original 5% Bid Bond.	Yes		Copy only		Yes		Yes		Yes		Yes		Copy only

E-BID #20160167

E-BID TABULATION REPORT

REHABILITATION OF CITY MANHOLES, LIFT STATIONS & WET WELLS

SCHEDULE "A" - OPENED: 9/27/2016 3:00 PM

		Rowland, Inc.	Hinterland Group, Inc.	VacVision Environmental	Intercounty Engineering	Foster Marine Contractors	Select Environmental Svs	TV Diversified LLC
3	Copy of current Insurance.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Review & accepted all City terms & conditions.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	Submitted all licenses to perform the work.	No	Yes	No	Yes	Yes	No	No
6	Submitted Questionnaire.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	Submitted all required forms.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8	Listed all subcontractors.	Yes	Not using subs	Yes	Not using subs	Not using subs	Yes	Yes
9	Submitted 5 projects similar in nature to this Bid.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10	Has the Bidder or any if its principals ever been declared bankrupt or reorganized under Chapter 11 or put in receivership?	No	No	No	No	No	No	No
11	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?	None	None	None	None	None	None	None
12	Any judgments from lawsits in the last 5 years?	None	None	None	None	None	None	None
13	Any criminal violations and/or convictions of the Bidder and/or any of the partners?	None	None	None	None	None	None	None
14	Accepts Visa.	No	No	No	No	No	No	No
15	Discount using Visa.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	Submitted W-9 form.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
17	Vendor Code of Ethics form	Yes	Yes	Yes	Yes	Yes	Yes	Yes

E-BID #20160167
E-BID REPLY EXCEL SPREADSHEET
REHABILITATION OF CITY MANHOLES, LIFT STATIONS & WET WELLS
SCHEDULE "A"

Company Name: _____Rowland, Inc_____

Line #	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount
1	Mobilization	1	LS	$ 1.00	$ 1.00
2	Sodding	50	SY	$ 0.10	$ 5.00
3	Manhole Bypass Pumping - 8 inch Quiet Flow (500 gpm minimum)	1	DAY	$ 120.00	$ 120.00
4	Rebuild existing manhole bench & invert channel (4 foot diameter manhole)	1	EA	$ 200.00	$ 200.00
	Manhole & Lift Station Surface Preparation				
5	Dry abrasive blasting & removal of existing coating material	150	SF	$ 2.75	$ 412.50
6	Demolition & removal of pre-existing mechanically fastened or embedded liner materials	150	SF	$ 3.00	$ 450.00
7	High Pressure water blasting (minimum 5,000 psi) of existing substrate	150	SF	$ 0.20	$ 30.00
	Liner Application (as directed by City USD)				
8	Condition II - Cementitious Only	150	SF	$ 17.00	$ 2,550.00
9	Supplemental 0.5 inch thick layer(s) of cementitious build-back added to Conditions II, III & IV	150	SF	$ 1.00	$ 150.00
10	Supplemental 50 mil thick layer(s) of epoxy top coated added to Conditions I, III & IV	150	SF	$ 1.00	$ 150.00
11	**Total Base Bid Amount**				**$ 4,068.50**
	Additional Liner Application Unit Pricing (as directed by City USD)				
12	Condition I - Epoxy Only	1	SF	$ 35.00	$ 35.00
13	Condition III - Composite Level I	1	SF	$ 40.00	$ 40.00
14	Condition IV - Composite Level 2	1	SF	$ 45.00	$ 45.00
	Additional Unit Pricing				
15	Manhole Bypass Pumping - 6 inch Quite Flow (500 gpm minimum)	1	DAY	$ 120.00	$ 120.00
16	Manhole Bypass Pumping - 10 inch Quite Flow (500 gpm minimum)	1	DAY	$ 600.00	$ 600.00
17	Lift Station Bypass Pumping (3,000 gpm minimum)	1	DAY	$ 1,200.00	$ 1,200.00
18	Resetting of existing manhole cover frame assembly	1	EA	$ 500.00	$ 500.00
19	Installation of new manhole cover frame assembly	1	EA	$ 500.00	$ 500.00
20	Rebuild existing manhole bench & invert channel (5 foot diameter manhole)	1	EA	$ 450.00	$ 450.00
21	Rebuild existing manhole bench & invert channel (6 foot diameter manhole)	1	EA	$ 500.00	$ 500.00
22	Removal of existing manhole steps	1	EA	$ 30.00	$ 30.00
23	Chemical grouting of manholes	1	GAL	$ 65.00	$ 65.00
24	Chemical grouting of lift stations	1	GAL	$ 65.00	$ 65.00
25	Traffic Control (Residential street)	1	DAY	$ 50.00	$ 50.00
26	Traffic Control (County or State roads)	1	DAY	$ 250.00	$ 250.00

E-Bid Reply Sheet / Questionnaire
E-Bid #20160167
Rehabilitation of City Manholes, Lift Stations & Wet Wells

1. **COMPANY NAME**: _Rowland, Inc_____

DIVISION OF: _____N/A_____

PHYSICAL ADDRESS_____6855 102nd Ave. N. Pinellas Park, Fl. 33782_____

MAILING ADDRESS: _6855 102nd Ave. N. Pinellas Park, Fl. 33782_____

CITY, STATE, ZIP CODE: _____Pinellas Park, Fl. 33782_____

TELEPHONE NUMBER: (727)_545-3815____ FAX NO. (727)546-8464

CONTACT PERSON: Ryan M. Perez E-MAIL : RPerez@Rowland-Inc.com

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

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

_ _____Kevin Rowland_____
President
_____Kenneth Rowland_____
Vice President
_____Richard Mansfield_____
Treasurer

How long in present business: ___29_____ How long at present location: __29_____

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? ____N/A_____

Is the firm claiming Local Preference under Chapter 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
1	9/9/16
2	9/15/16
3	9/19/16

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_____ %

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 10: **$___4,068.50_____**
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160167 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule "A"

Line #	Description	Estimated Quantity	Unit of Measure
1	Mobilization	1	LS
2	Sodding	50	SY
3	Manhole Bypass Pumping - 8 inch Quiet Flow (500 gpm minimum)	1	DAY
4	Rebuild existing manhole bench & invert channel (4 foot diameter manhole)	1	EA
	Manhole & Lift Station Surface Preparation		
5	Dry abrasive blasting & removal of existing coating material	150	SF
6	Demolition & removal of pre-existing mechanically fastened or embedded liner materials	150	SF
7	High Pressure water blasting (minimum 5,000 psi) of existing substrate	150	SF
	Liner Application (as directed by City USD)		
8	Condition II – Cementitious Only	150	SF
9	Supplemental 0.5 inch thick layer(s) of cementitious build-back added to Conditions II, III & IV	150	SF
10	Supplemental 50 mil thick layer(s) of epoxy top coated added to Conditions I, III & IV	150	SF

	Additional Liner Application Unit Pricing (as directed by City USD)		
12	Condition I - Epoxy Only	1	SF
13	Condition III - Composite Level I	1	SF
14	Condition IV - Composite Level 2	1	SF
	Additional Unit Pricing		
15	Manhole Bypass Pumping - 6 inch Quite Flow (500 gpm minimum)	1	DAY
16	Manhole Bypass Pumping - 10 inch Quite Flow (500 gpm minimum)	1	DAY
17	Lift Station Bypass Pumping (3,000 gpm minimum)	1	DAY
18	Resetting of existing manhole cover frame assembly	1	EA
19	Installation of new manhole cover frame assembly	1	EA
20	Rebuild existing manhole bench & invert channel (5 foot diameter manhole)	1	EA
21	Rebuild existing manhole bench & invert channel (6 foot diameter manhole)	1	EA
22	Removal of existing manhole steps	1	EA
23	Chemical grouting of manholes	1	GAL
24	Chemical grouting of lift stations	1	GAL
25	Traffic Control (Residential street)	1	DAY
26	Traffic Control (County or State roads)	1	DAY

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.

List five (5) rehabilitation of manholes, lift stations an wet well 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 : Sanitary Sewer MH Rehab PID 2043

Description: All aspects of MH Rehabilitation (Sewpercoat Application, Bench/invert Repair, chimney seals, leak elimination

Location: Pinellas County

Product used: Sewpercoat

Client Name, Email and Phone Number :Jeremy Waugh, 727-453-3005, jwaugh@pinellascounty.org

Value of Total Contract: 1,117,182.25

Firm's Percentage of Total Contract: 95%

Date of Completion:

Number of Change Orders:N/A

Value of Change Orders:N/A

Was Project Completed on Schedule:Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: Sanitary Sewer MH Rehab FY 2011-2014, 10057-111

Description: All aspects of MH Rehabilitation (Sewpercoat Application, Bench/invert Repair, chimney seals, leak elimination

Location: Throughout St. Petersburg

Product used: Sewpercoat

Client Name, Email and Phone Number: Matthew Wilson, matthew.wilson@stpete.org / 727-892-5658

Value of Total Contract: 1,328,500.00

Firm's Percentage of Total Contract: 95%

Date of Completion: 9/2016

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 3

Project Name: Rehab of City MHs, Lift Stations and Wet wells

Description: All aspects of MH Rehabilitation (Sewpercoat Application, Bench/invert Repair, chimney seals, leak elimination

Location: Throughout the City

Product used: Sewpercoat

Client Name, Email and Phone Number: Denzil Brown

Value of Total Contract: 300,000.00

Firm's Percentage of Total Contract: 100%

Date of Completion: 9/1/2016

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:Sanitary Sewer MH Repair and Rehab

Description: All aspects of MH Rehabilitation (Sewpercoat Application, Bench/invert Repair, leak elimination

Location: Kissimme/Orlando

Product used: Sewpercoat

Client Name, Email and Phone Number: Tim Noyes

Value of Total Contract: 636,996.00

Date of Completion: 11/13

Firm's Percentage of Total Contract: 90%

Number of Change Orders: N/A

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 5

Project Name: Rehabilitation of Various Sewer Manholes

Description: All aspects of MH Rehabilitation (Sewpercoat Application, Bench/invert Repair, leak elimination

Location: City of Pompano Beach

Product used: Sewpercoat

Client Name, Email and Phone Number: Pompano Beach, Steve Almyda, 954-786-5510

Value of Total Contract: 367,000.00

Date of Completion:3/13

Firm's Percentage of Total Contract: 90%

Number of Change Orders: N/A

Value of Change Orders:N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

5.4 List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary.

Kerneos – Mr. Joseph Tally – 757-494-1947

5.5 List all certifications from the liner systems manufacturers held by your firm.

____Certified applicator since 1994

(Add additional lines if necessary)

5.6 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:

5.7 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)

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

___None

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

5.9 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)

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. CERTIFICATION

This bid is submitted by: Name (print)____Kevin Rowland_____ 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.

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

K. O Rowland _____ ___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.

Kerneos
ALUMINATE TECHNOLOGIES

February 16, 2016

Rowland Inc.

6855 102nd Ave
Pinellas Park, FL 33782

To Whom It May Concern:

Subject: SewperCoat® PG Application Status

This letter is to verify that Rowland Inc. has demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® products (as manufactured by Kerneos Inc.), via the low-pressure, wet spray installation method.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated the requisite skill and training to be considered qualified installers of our materials. Rowland Inc. is included in this listing.

Kerneos has enjoyed a long SewperCoat® specific installation history with Rowland Inc. Their installation crews have successfully installed SewperCoat® in numerous wastewater structures ranging from manholes to lift stations to treatment plant structures.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully submitted,

Joseph Talley
SewperCoat Market Manager
Kerneos Inc.

Kerneos Inc. - 1316 Priority Lane, Chesapeake, VA 23324
Phone: (757) 284-3200 FAX: (757) 284-3300

CICS UKAS

1:23:47 PM 10/3

Licensee Details

Licensee Information

Name:	**ROWLAND, KENNETH DEAN (Primary Name)**
	ROWLAND INC (DBA Name)
Main Address:	**6855 102ND AVE N** **PINELLAS PARK Florida 33782**
County:	**PINELLAS**
License Mailing:	
LicenseLocation:	**6855 102ND AVE N** **PINELLAS PARK FL 33782**
County:	**PINELLAS**

License Information

License Type:	**Certified Underground Utility and Excavation Contractor**
Rank:	**Cert Under**
License Number:	**CUC052617**
Status:	**Current,Active**
Licensure Date:	**11/28/1990**
Expires:	**08/31/2018**

Special Qualifications	**Qualification Effective**
Construction Business	**02/20/2004**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.13!

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Licensee Details

Licensee Information

Name:	**ROWLAND, SIMON K** (Primary Name)
	ROWLAND INC (DBA Name)
Main Address:	**6855 102ND AVENUE N** **PINELLAS PARK Florida 33782**
County:	**PINELLAS**
License Mailing:	
LicenseLocation:	**6855 102ND AVENUE N** **PINELLAS PARK FL 33782**
County:	**PINELLAS**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC008892**
Status:	**Delinquent,Active**
Licensure Date:	
Expires:	**08/31/2016**

Special Qualifications	**Qualification Effective**
Construction Business	**02/20/2004**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.13!

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____Rowland, 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.

K. O. Rowland
Bidder's Signature

_____9/26/16_____
Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160167
PROJECT TITLE: Rehabilitation of City Manholes, Lift Stations & We Wells

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Various Locations in Port St. Lucie, Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   $0/Zero Dollars
   (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Rowland, Inc _____
(Company-Contractor)

By: K. O [signature] KEVIN ROWLAND.
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in Pinellas County, Florida on the 26th day of September, 2016.

[signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
HONORE P DUFAUX III
COMMISSION # FF85521
EXPIRES February 24, 2018
BONDED THROUGH
RLI INSURANCE COMPANY

VENDOR CODE OF ETHICS

"A City for All Ages"

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

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer __Rowland, Inc__

Signature _____

Printed Name and Title _Kevin Rowland / President_____

Date _____9/26/16_____

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2016

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
Stahl & Associates Insurance, Inc.
110 Carillon Parkway
St. Petersburg FL 33716

CONTACT NAME: Laurie Sack
PHONE (A/C, No, Ext): (727) 391-9791 FAX (A/C, No): (727) 393-5623
E-MAIL ADDRESS: laurie.sack@stahlinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	24112
INSURER B: FCCI Insurance Company	10178
INSURER C: Admiral Insurance Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rowland Inc.
6855 102nd Avenue N
Pinellas Park FL 33782

COVERAGES CERTIFICATE NUMBER: CL1662932505 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 x 500 Ded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY x PRO-JECT x LOC OTHER:			CMM1620435	7/1/2016	7/1/2017	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 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CMM1620435	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB x OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CMM1620435	7/1/2016	7/1/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
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		001WC16A74875	4/1/2016	4/1/2017	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
C	Contractor's Pollution Liability -Occurence Form			FEI-ECC-15979-03	7/1/2016	7/1/2017	Each Occurence Aggregate	$1,000,000 $2,000,000

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

CERTIFICATE HOLDER

For Information Purposes Only
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
FL

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
Kelly Petzold/SACK Kelly L Petzold

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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.
ROWLAND 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.)
6855 102nd Ave N

Requester's name and address (optional)

6 City, state, and ZIP code
Pinellas Park, FL 33782

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 0 9 7 8 8 9 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. 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 ▶ 9/26

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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

ROWLAND, KENNETH DEAN
ROWLAND INC
6855 102ND AVE N
PINELLAS PARK FL 33782

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC052617 ISSUED: 07/04/2016

CERT UNDERGROUND & EXCAV CNTR
ROWLAND, KENNETH DEAN
ROWLAND INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607040002098

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CUC052617	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

ROWLAND, KENNETH DEAN
ROWLAND INC
6855 102ND AVE N
PINELLAS PARK FL 33782

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Rowland, Inc.
6855 102nd Ave. N.
Pinellas Park FL 33782

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford CT 06183
Mailing Address for Notices
One Tower Square
Hartford CT 06183

OWNER:
(Name, legal status and address)
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie FL 34984

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Rehabilitation of Manholes, Lift Stations and Wet Wells/Bid #20160167/Port St. Lucie, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of September, 2016.

(Witness)

(Witness) Margaret A. Schulz

Rowland, Inc.
(Principal) *(Seal)*

By: Rick Mansfield
(Title) VP & CFO
Rowland Inc.

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By:
(Title) John R. Neu Attorney-in-Fact & FL Licensed Agent

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230427

Certificate No. 006919615

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kevin Wojtowicz, John R. Neu, Laura Mosholder, Tracey C. Brown, David R. Turcios, and Jessica P. Reno

of the City of St. Petersburg, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 2nd day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 20 16

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CHECKLIST
E-Bid #20160167
Rehabilitation of City Manholes, Lift Stations & Wet Wells

Name of Bidder: Rowland, 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 Drug-Free Workplace Form uploaded to Demandstar.
- X Trench Safety Compliance form uploaded to Demandstar.
- X All pricing has been mathematically reviewed and all corrections have been initialed.
- X All price extensions and totals have been thoroughly checked.
- X E-Bid Reply Sheet uploaded to Demandstar.
- X Authorized signature on E-Bid Reply Sheet.
- X Each E-Bid Addendum (when issued) is acknowledged.
- X Required W-9 as per Section 1.13 uploaded to Demandstar.
- X Copy of Insurance Certificate in accordance with Section VIII of the Contract uploaded to Demandstar.
- X Copy or all required licenses and certification uploaded to Demandstar.
- X Have reviewed the Contract and accept all City Terms and Conditions.
- X Vendor Code of Ethics uploaded to Demandstar.
- X 5% Bid Bond Uploaded to Demandstar then mailed immediately after the opening date.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

20160167

SOLICIATION REQUEST

Department: Util. Sust. Dept Department Technical Specialist: Rich Schoenborn Extension: 6485

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Reline Manholes & lift Stations,

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

Date plans received approval by City Building Department N/A
Estimated time frame for completion of project after award On-Going.
Replacement: [ ] Yes [X] No Budgeted Amount: $50-100K If professional services what is the estimated construction cost $2000/mh Any grant funds being used No
Liquidated damages amount: $1000/day Advertisement to Master List No
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
438	3370	563020		MH Rehab.

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

Bidder Name	Address	Fax Number	Contact Person

Reason for purchase or service:
Repair manholes & lift stations Netwells

If digging or trenching is required what is the depth? Typically No No Retainage

If work is in water, what is the depth? N/A Is the water navigable? No

If this is a building, how many stories? N/A

Department Head Approval

7-6-16
Date

7/6/2016

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid #20160167
(E-Bid)

REHABILITATION OF CITY MANHOLES, LIFT STATIONS & WET WELLS

Prepared By:
Robyn Holder, CPPB
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4293
rholder@cityofpsl.com

INVITATION TO E-BID

Sealed Electronic Bid (E-Bid) #20160167 for the Rehabilitation of City Manholes, Lift Stations and Wet Wells will be received by the Procurement Management Department of the City of Port St. Lucie no later than **3:00:00 p.m. EST on September 20, 2016.** Specifications are attached.

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

Each Bidder(s) shall include a Bid Security payable to the City of Port St. Lucie in the amount of five percent (5%). Security shall be either a certified check, cashiers' 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 Security should be uploaded to Demandstar.com with all other required documents. If the Bidder is utilizing a Bid Bond the then the original Bid Bond should be received within five (5) business days after the opening. If any other form of security is being utilized other than a Bid Bond, then the proposed security must be received within five (5) business days after the opening. Failure to receive the required security documents may deem your proposal 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.

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 after the time specified shall not be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar on or before the closing date and time. The City shall not be responsible for delays or internet outages caused by any occurrence. Receipt of a bid in any other form does not satisfy this requirement. 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.

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 **September 12, 2016** may not be answered, and will not be cause for additional compensation. To ensure fair

consideration for all Bidders, it must clearly understand that Ms. Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by 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 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.

Bid Specifications consist of the following documents:

- E-Bid Document, pages 1 – 35
- Attachment A - Technical Specifications, pages 1 – 24 (attached as a separate document)
- E-Bid Reply Excel Spreadsheet, page 1 of 1 (attached as a separate document)

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.***

SPECIFICATIONS
E-BID #20160167

REHABILITATION OF CITY MANHOLES, LIFT STATIONS & WET WELLS

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Rehabilitation of City Manholes, Lift Stations and Wet Wells. The Contract period will be two (2) years with an option to renew for an additional two (2) year period upon satisfactory performance.

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor for the rehabilitation of City manholes, lift stations and wet wells. The Contractor shall supply all labor, materials, equipment, supervision, tools, transportation, warrantees and other incidentals required for each project in accordance with the Technical Specifications shown in Attachment A. Projects will be issued on an as needed basis as budget allows.

The Contractor must have all the required licenses and certifications necessary to perform the work. The approved license for this project is a State of Florida General Contractor with a State of Florida Underground Utility & Excavation license being an added benefit. The General Contractors must be certified by the liner systems manufacturers that they propose to use. It is the Contractor's responsibility to verify with the City of Port St. Lucie Building Department that their current license allows them to perform the work prior to submitting a bid.

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

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 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. 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).

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 licenses and certifications required to perform these projects with the Bid Reply Sheet #20160167. Five (5) references shall be listed in the E-Bid Reply/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: Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- The award will be the based on the total amount from line #11 on the E-Bid Reply Excel Spreadsheet that represents the best value to the City of Port St. Lucie.

The award date is the date that City Council executed 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 - 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 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 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 Bid - The Bid submittal requirements are summarized below. The submittal shall be in one (1) file and in the order listed below. No hard copies will be accepted.

A. Request Bid Specifications, #20160167 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160167 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet and save.

C. Complete company information on E-Bid Reply Sheet #20160167.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20160167. 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 #20160167 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.

E. Electronically sign the E-Bid Reply Sheet #20160167 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20160167, Contractor's Questionnaire, Non Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, Trench Safety form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20160167. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state. Include all certifications from the liner systems manufacturers.

Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet #20160167 and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in black ink. The individual signing the bid must initial all changes.

**** 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 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 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.

- No City permits will be required.

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

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "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 – N/A

2.2 Standard Production Items – N/A

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.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

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

Balance of page left intentionally blank

E-Bid Reply Sheet / Questionnaire
E-Bid #20160167
Rehabilitation of City Manholes, Lift Stations & Wet Wells

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

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: _____ %

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 10: $_____
(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 #20160167 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule "A"

Line #	Description	Estimated Quantity	Unit of Measure
1	Mobilization	1	LS
2	Sodding	50	SY
3	Manhole Bypass Pumping - 8 inch Quiet Flow (500 gpm minimum)	1	DAY
4	Rebuild existing manhole bench & invert channel (4 foot diameter manhole)	1	EA
	Manhole & Lift Station Surface Preparation		
5	Dry abrasive blasting & removal of existing coating material	150	SF
6	Demolition & removal of pre-existing mechanically fastened or embedded liner materials	150	SF
7	High Pressure water blasting (minimum 5,000 psi) of existing substrate	150	SF
	Liner Application (as directed by City USD)		
8	Condition II – Cementitious Only	150	SF
9	Supplemental 0.5 inch thick layer(s) of cementitious build-back added to Conditions II, III & IV	150	SF
10	Supplemental 50 mil thick layer(s) of epoxy top coated added to Conditions I, III & IV	150	SF

	Additional Liner Application Unit Pricing (as directed by City USD)		
12	Condition I - Epoxy Only	1	SF
13	Condition III - Composite Level I	1	SF
14	Condition IV - Composite Level 2	1	SF
	Additional Unit Pricing		
15	Manhole Bypass Pumping - 6 inch Quite Flow (500 gpm minimum)	1	DAY
16	Manhole Bypass Pumping - 10 inch Quite Flow (500 gpm minimum)	1	DAY
17	Lift Station Bypass Pumping (3,000 gpm minimum)	1	DAY
18	Resetting of existing manhole cover frame assembly	1	EA
19	Installation of new manhole cover frame assembly	1	EA
20	Rebuild existing manhole bench & invert channel (5 foot diameter manhole)	1	EA
21	Rebuild existing manhole bench & invert channel (6 foot diameter manhole)	1	EA
22	Removal of existing manhole steps	1	EA
23	Chemical grouting of manholes	1	GAL
24	Chemical grouting of lift stations	1	GAL
25	Traffic Control (Residential street)	1	DAY
26	Traffic Control (County or State roads)	1	DAY

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.

List five (5) rehabilitation of manholes, lift stations an wet well 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:

Location:

Product used:

Client Name, Email and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

Date of Completion:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Product used:

Client Name, Email and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

Date of Completion:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Product used:

Client Name, Email and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

Date of Completion:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location:

Product used:

Client Name, Email and Phone Number:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Location:

Product used:

Client Name, Email and Phone Number:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

5.4 List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary.

_____

_____

_____

_____

_____

_____

_____

5.5 List all certifications from the liner systems manufacturers held by your firm.

_____

_____

_____

_____

_____

(Add additional lines if necessary)

5.6 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:

_____

_____

_____

5.7 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)

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

_____

_____

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

5.9 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)

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. 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.

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.

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160167

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
NOTICES

All notices shall be delivered via certified mail to all parties listed below with return receipt requested.

Project Manager:	Rich Schoenborn, P.E. City of Port St. Lucie Utility Systems Department 900 SE Ogden Lane Port St. Lucie, Florida 34983 Telephone: 772-873-6485 Fax: 772-873-6405 Email: rschoenborn@cityofpsl.com
City Contract Administrator:	Robyn Holder, CPPB City of Port St. Lucie Procurement Management Department 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-871-5223 Fax: 772-871-7337 Email: rholder@cityofpsl.com
Contractor:	TBD

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160167, **Rehabilitation of City Manholes, Lift Stations and Wet Wells,** are hereby incorporated by this reference.

Scope of Work:

The work includes rehabilitation of manholes and lift stations as directed by the City. The major elements of the proposed project work are summarized as follows: Furnish all labor, materials, and

equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations using either:

(1) A stand-alone structural cementitious liner system,
(2) A 100% solids epoxy lining system, or
(3) A composite liner system utilizing both cementitious and epoxy systems.

The work for manholes and lift stations includes mobilization, bypass pumping (as Additional Pricing), safety equipment, traffic control, cleaning and removal of any existing deteriorated coating, preparation and patching of structures to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the manholes and testing, clean-up, restoration of site, and demobilization for a complete and operational leak free manhole and/or lift station.

Hours of Service - The standard hours of work allowed in St. Lucie County are from 7:00 a.m. to 5:00 p.m. Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department or from St. Lucie County. 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

Contract period shall commence _____ and terminate two (2) years thereafter on _____. 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 and accepted by the City.

Suspension of Work: The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice to the Contractor and signed by the Project Manager. The Contractor shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Project Manager.

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 the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional two (2) year period upon satisfactory performance.

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 total amount to be paid by the City to the Contractor is on a per unit price basis 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.

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

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

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

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

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

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

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

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

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.

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. Any work changes exceeding twenty five thousand ($25,000.00) dollars requires City Council approval.

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 #20160167 – Rehabilitation of City Manholes, Lift Stations & Wet Wells shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the 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.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the

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

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

SECTION XIV
DELIVERY DOCUMENTATION

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Project Manager or his/her designee receiving the material. One copy shall be given to the Project Manager or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION XV
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. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

SECTION XVI
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.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditures 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.

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. Contractors may agree to allow other public agencies to contract with them for 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 area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

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 Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

OSHA Compliance - Contractors 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 the OSHA guidelines.

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/her designee, without special instruction or authorization from the City, is obligated to act, at his/her discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the Project Manager written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Manager a written authorization signed by the Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments may be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION XIX
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 XX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, 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, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred dollars ($500.00) 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.

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.

SECTION XXI
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 XII
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 XXIII
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 XXIV
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of (company name)

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

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160167
PROJECT TITLE: Rehabilitation of City Manholes, Lift Stations & We Wells

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Various Locations in Port St. Lucie, Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars
   (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)
   (President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the ___ day of _____, 20__.

_____
NOTARY PUBLIC

"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
E-Bid #20160167
Rehabilitation of City Manholes, Lift Stations & Wet Wells

Name of Bidder:_____

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

_____ Drug-Free Workplace Form uploaded to Demandstar.

_____ Trench Safety Compliance form uploaded to Demandstar.

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

_____ All price extensions and totals have been thoroughly checked.

_____ E-Bid Reply Sheet uploaded to Demandstar.

_____ Authorized signature on E-Bid Reply Sheet.

_____ Each E-Bid Addendum (when issued) is acknowledged.

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

_____ Copy of Insurance Certificate in accordance with Section VIII of the Contract uploaded to Demandstar.

_____Copy or all required licenses and certification uploaded to Demandstar.

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

_____ Vendor Code of Ethics uploaded to Demandstar.

_____ 5% Bid Bond Uploaded to Demandstar then mailed immediately after the opening date.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Technical Specifications

City of Port St. Lucie
Rehabilitation of City Manholes, Lift Stations & Wet Wells

(24 Pages follow as a separate attachment)

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E-BID #20160167
E-BID REPLY EXCEL SPREADSHEET
REHABILITATION OF CITY MANHOLES, LIFT STATIONS & WET WELLS
SCHEDULE "A"

Company Name: _____

Line #	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount
1	Mobilization	1	LS		$ -
2	Sodding	50	SY		$ -
3	Manhole Bypass Pumping - 8 inch Quiet Flow (500 gpm minimum)	1	DAY		$ -
4	Rebuild existing manhole bench & invert channel (4 foot diameter manhole)	1	EA		$ -
	Manhole & Lift Station Surface Preparation				
5	Dry abrasive blasting & removal of existing coating material	150	SF		$ -
6	Demolition & removal of pre-existing mechanically fastened or embedded liner materials	150	SF		$ -
7	High Pressure water blasting (minimum 5,000 psi) of existing substrate	150	SF		$ -
	Liner Application (as directed by City USD)				
8	Condition II - Cementitious Only	150	SF		$ -
9	Supplemental 0.5 inch thick layer(s) of cementitious build-back added to Conditions II, III & IV	150	SF		$ -
10	Supplemental 50 mil thick layer(s) of epoxy top coated added to Conditions I, III & IV	150	SF		$ -
11	**Total Base Bid Amount**				**$ -**
	Additional Liner Application Unit Pricing (as directed by City USD)				
12	Condition I - Epoxy Only	1	SF		$ -
13	Condition III - Composite Level I	1	SF		$ -
14	Condition IV - Composite Level 2	1	SF		$ -
	Additional Unit Pricing				
15	Manhole Bypass Pumping - 6 inch Quite Flow (500 gpm minimum)	1	DAY		$ -
16	Manhole Bypass Pumping - 10 inch Quite Flow (500 gpm minimum)	1	DAY		$ -
17	Lift Station Bypass Pumping (3,000 gpm minimum)	1	DAY		$ -
18	Resetting of existing manhole cover frame assembly	1	EA		$ -
19	Installation of new manhole cover frame assembly	1	EA		$ -
20	Rebuild existing manhole bench & invert channel (5 foot diameter manhole)	1	EA		$ -
21	Rebuild existing manhole bench & invert channel (6 foot diameter manhole)	1	EA		$ -
22	Removal of existing manhole steps	1	EA		$ -
23	Chemical grouting of manholes	1	GAL		$ -
24	Chemical grouting of lift stations	1	GAL		$ -
25	Traffic Control (Residential street)	1	DAY		$ -
26	Traffic Control (County or State roads)	1	DAY		$ -

ATTACHMENT A
E-BID #20160167

TECHNICAL SPECIFICATIONS
REHABILITATION OF CITY MANHOLES, LIFT STATIONS & WET WELLS

Part 1 – GENERAL

1.1 SCOPE OF WORK

The work includes rehabilitation of manholes and lift stations as directed by the City. The major elements of the proposed project work are summarized as follows: Furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations using either:

(1) A stand-alone structural cementitious liner system,
(2) A 100% solids epoxy lining system, or
(3) A composite liner system utilizing both cementitious and epoxy systems.

The work for manholes and lift stations includes mobilization, bypass pumping (as Additional Pricing), safety equipment, traffic control, cleaning and removal of any existing deteriorated coating, preparation and patching of structures to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the manholes and testing, clean-up, restoration of site, and demobilization for a complete and operational leak free manhole and/or lift station.

1.2 SAFETY

It is the responsibility of the Contractor to provide for the safety of all project personnel under his direct supervision including subcontractor and any personnel providing materials, equipment or services of any kind to the Contractor as part of this project work. It is the responsibility of the Contractor to follow all federal, state and local laws, statutes and ordinances regarding worker safety and environmental protection, including, but not necessarily limited to, confined space entry, material handling, material disposal, maintenance of traffic, and project site access.

1.3 LOCATION OF THE PROJECT AND SITE ACCESS

Project work sites shall be as directed by the City and may be allocated at any of the existing sanitary sewer manholes and lift stations that are a part of the City of Port St. Lucie Utility Systems Department (USD) collection and pumping system.

The Contractor's attention is directed to the fact that accessibility to the project work sites shall vary, as manholes may be located in streets, alleys, utility

easements, parking lots, residential backyards, and various other locations. Accessibility to all manholes and lift stations and traffic control shall be the responsibility of the Contractor, and all expenses associated with work site shall be included in the bid pricing. Damage to existing pavement surfaces and base courses, and/or other surface improvements, as a result of the Contractor's activities, shall be restored to like-new condition by the Contractor at his sole expense. The Contractor shall implement all required measures to provide USD personnel and equipment with complete access to all work site areas during the entire course of performing work for this project.

1.4 INSPECTION OF THE WORK

USD will provide construction observation services to monitor project quality and determine conformance of the work with these specifications. All aspects of the work described herein is subject to inspection and acceptance by the USD prior to proceeding with subsequent phases of the work.

1.5 MATERIALS AND EQUIPMENT

All materials, equipment, construction labor and workmanship shall be in accordance with these Technical Specifications, the City's Utility Standard's Manual (latest edition), the City's Qualified Product's List (latest edition) and as directed and allowed by the City. All project work shall conform to the requirements of all applicable federal, state and City laws, ordinances, and codes.

All materials and equipment proposed to be incorporated into the work shall be new, unused, and properly designed for the use intended. Materials and/or equipment which, in the opinion of USD, are inferior or of a lower grade than specified, or required, will not be accepted and shall be removed immediately form the project site at no expense to the City.

1.6 EQUIVALENT PRODUCTS AND MATERIALS

For products, material, or equipment submitted for consideration as "Or Equal" to that specified herein, it is the Contractor's responsibility to provide to the USD all written information, product data, and certifications as requested by the City to demonstrate that the material or equipment conforms to the Contract Document requirements and determination of a proposed product as being "Equal To". The City shall be the sole judge as to whether or not such material or equipment is "Equal To" that specified or required herein. The City reserves the right to reject any proposed product.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall furnish the specified material or equipment at no additional cost to the USD.

Neither the approval by USD of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required by the Contract Documents.

1.7 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

The Contractor shall deliver material in sufficient quantities to ensure the most timely and uninterrupted progress of the work. All materials and equipment shall be stored in strict accordance with the manufacturer's recommendations. Products shall also be stored and handled according to their Safety Data Sheets (SDS).

1.8 SPILL OR DISCHARGE OF WASTEWATER

The discharge of wastewater into the environment is prohibited. All spills or discharges of wastewater shall be immediately reported to USD staff. Contacts at USD shall include Danny Sequi or Jeffrey Labigang at 772.873.6400.

The Contractor also shall immediately control, contain, and stoop the spill or discharge and shall repair any damage at no additional cost to USD.

The Contractor is solely responsible for all fines and labor, materials, and equipment costs incurred by USD associated with wastewater spills or discharges to the environment resulting from the Contractor's actions or the Contractor's negligence.

1.9 REFERENCES

A. ASTM C109 – Compressive Strength of Hydraulic Cement Mortars

B. ASTM C293 – Flexural Strength of Concrete

C. ASTM C321 – Bond Strength of Chemical Resistant mortars

D. ASTM C666 – Resistance of Concrete to Rapid Freezing / Thawing

E. ASTM C596 – Drying Shrinkage of Mortar Containing Cement

F. AASHTO – T277 – Rapid Chloride Permeability of Cement

G. ASTM C1244 – Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test

H. ASTM D638 – Tensile Properties of Plastics.

I. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics

J. ASTM D695 – Comporessive Properties of Rigid Plastics.

K. ASTM D4541 – Pull-off Strength of Coatings Using a Portable Adhesion Tester

L. ASTM D2584 – Volatile Matter Content

M. ASTM D2240 – Durometer Hardness, Type D

N. ASTM D543 – Resistance of Plastics to Chemical Reagents

O. ACI 506.2-77 – Specifications for Materials, Proportioning, and Application of Shotcrete

P. ASTM C579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars

Q. NACE 6/SSPC SP13 – Joint Surface Preparation Standard – Surface of concrete

R. ASTM – The Published Standards of the American Society for Testing and Materials, West Conshohocken, PA

S. NACE – The Published Standards of National Association of Corrosion Engineers (NACE International), Houston, TX

T. SSPC – The Published Standards of the Society of Protective Coatings, Pittsburgh, PA

U. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete

1.10 SUBMITTALS

The contactor shall furnish the City with the following information:

A. Product Data:

(1) Technical data sheet on each product proposed to be furnished demonstrating compliance with these specifications including independent ASTM test results indicating the product conforms to the these technical specifications.

(2) Safety Data Sheets (SDS) for each product proposed by the contractor to be furnished under this contract.

B. Application Guidelines

(1) Manufacturer's guidelines and recommendations for storage and application of the product.

(2) Project specific guidelines and recommendations.

(3) Proof of any required federal, state of local permits or licenses necessary for the project. All permits and certifications shall be current for the year of the project.

(4) Design details for any ancillary systems and equipment to be used in site and surface preparation, application and testing.

(5) Written Warranty from the materials manufacturer.

C. Certifications:

Submit all Applicator Qualifications specified in Part 1.10

D. "Or Equal" Submittal: In order to be considered as an equal product, said product shall meet the minimum physical properties of the approved products as referenced in Paragraph 2.4 as measured by the applicable ASTM standards referenced in Paragraph 1.8. Testing results must be performed and presented by a third-party testing laboratory.

"Or Equal" products shall be submitted to USD a minimum of two (2) weeks prior to bid date. For a product to be considered "equal" the submitted product must receive written approval via addendum to the current bid documents prior to the bid date. Only applicators

that have been trained and certified by the approved coating system manufacturer are allowed to install the manhole restoration methods specified herein.

It is the responsibility of the Contractor to submit all data, certifications, and product information requested by the City for the purposes of evaluation of a proposed product as to being "Equal to". The City reserves the right to reject any proposed "Equal to" product.

1.11 QUALITY ASSURANCE

Applicator Qualifications:

(1) Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.

(2) Certification that the equipment to be used for applying the products has been manufactured or approved by the cement or epoxy coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.

(3) Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the epoxy coating manufacturer's recommendations.

(4) The installer/applicator shall submit a list of at least five (5) project references including project name, location, work performed, contract amount, completion date, contact person and phone number, where similar work as specified herein has been performed.

1.12 WARRANTY

The Applicator shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without additional cost to the USD.

PART 2 – MANHOLE AND LIFT STATION CONDITION ASSESMENT

2.1 GENERAL

A. The following Condition Assessment criteria shall be used to determine the appropriate and selected repair method for any specific manhole and lift station structure.

B. Condition Assessment and determination of the appropriate and selected manhole and lift station repair/rehabilitation method shall be determined by the USD prior to commencement of work. The Contractor shall apply the repair/rehabilitation method as directed by the USD.

2.2 QUALIFICATION OF MANHOLE AND LIFT STATION STRUCTURAL CONDITION

A. Condition I Manholes and Lift Stations

The manhole or lift station is either a newly installed pre-cast, like new, or poured in place concrete structure. The structure shall have a smooth and uniform interior surface profile and shall exhibit no signs of active groundwater infiltration or corrosion mechanics.

B. Condition II Manholes & Lift Stations

The manhole or lift station is considered fundamentally sound with no indication of settlement, cracking, or other signs of structural fatigue. The structure may exhibit evidence of some minor corrosion in brick mortar joints and/or on pre-cast substrate areas. Rate of corrosion should be less than 0.25 in. for every 10 years of service life. The structure may also exhibit signs of infiltration or exfiltration through pre-cast joints, mortar joints, or around pipe connections. The existing manhole and lift station structure should be sufficient to sustain and support both soil and live loading.

C. Condition III Manholes & Lift Stations

The manhole or lift station may exhibit any or all elements Identified under condition II. Further, the Structure is exhibiting early signs of structural fatigue evidence by minor cracks, loss of mortar or brick, and evidence of moderate to severe sulfide corrosion attack. Rate of corrosion should be greater than 0.25 in. for every 10 years of service life. The manhole of lift station may exhibit minor cross sectional distortion, however, the structure is

still supporting the soil and live loads. The structure exhibits signs of active infiltration or exfiltration through pre-cast joints, mortar joints, access chimney, and/or around pipe connections.

D. Condition IV Manholes & Lift Stations

The manhole or lift station may exhibit any or all elements identified under Condition III. Further, the structure is exhibiting signs of severe structural fatigue and potential collapse and/or structural failure. Conditions indicating this degree of structural deterioration would be corrosive degradation greater than 1.0 inch in the mortar joints and precast surface areas. The structure may exhibit loose and/or missing brick, exposed rebar or wire mesh reinforcement, and/or distortion of the original manhole or lift station dimensions.

2.3 APPROPRIATE CONDITION BASED REPAIR METHODS

A. All structures identified as **Condition I** shall receive a stand-alone application of the specified protective epoxy coating at a minimum thickness of **150 mils**. See section 3.5 Epoxy Coating below.

B. All structures identified as **Condition II** shall receive a stand-alone application of the specified calcium aluminate cementitious liner material at a minimum thickness of **1-inch**. See section 3.3 Cementitious Liner Material below.

C. All structures identified as **Condition III** shall receive a stand-alone application of the specified prescribed composite liner system. See section 3.4 Composite Liner System below.

D. All structures identified as **Condition IV** shall receive a composite liner system. See section 3.4 Composite Liner System below.

E. For all manhole conditions, liner materials shall be applied only after proper surface preparation.

F. For all manhole conditions, minor infiltration and invert deterioration shall be repaired in accordance with the materials specified in section 3.2 Cementitious and Epoxy Coating Manufacturers. Major infiltration and active leaks shall be repaired in accordance with section 5.6 Chemical Grouting. Manhole benches and inverts if deteriorated shall be rebuilt in accordance with section 5.4 Rebuilding Existing Manhole Bench and Invert Channels.

G. Should some specific applications warrant the use of additional materials in excess of the aforementioned appropriate condition based repair methods, the desired thickness of either the cementitious and/or epoxy materials may be increased incrementally per the line item for supplemental materials in the contract unit price bid in the itemized Proposal for each square foot of cementitious and/or epoxy that is installed. Any use of supplemental materials must receive approval from USD prior to commencement of work.

PART 3 – PRODUCTS

3.1 EXISTING PRODUCTS

A. Standard Portland cement or new concrete (not quick setting high strength cement) must be well cured prior to application of the epoxy coating on Condition II manhole structures.

B. Cementitious patching and repair materials shall not be used unless the epoxy-coating manufacturer approves proof of suitability and procedures for top coating with an epoxy coating in writing. Project specific submittals should be provided including application, cure time, and surface preparation procedures that permit optimum bond strength with the epoxy coating.

C. Remove existing coatings prior to application of the new cementitious lining and/or epoxy coating. Applicator is to maintain strict adherence to all manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.

3.2 CEMENTITIOUS & EPOXY COATING MANUFACTURERS

A. Cementitious Liners: Strong Seal High Performance by Strong Company, Inc. of Pine Bluff, Arkansas. or Sewper Coat by LaFarge Calcium Alumgrates, Inc., Lafarge Calcium Aluminates of Chesapeake, VA or equal.

B. Composite Liner Systems: Strong Seal Composite System by Strong Company, Inc. of Pine Bluff, Arkansas, or equal.

C. Infiltration Control Materials: Infiltration control materials furnished shall be fast setting type, designed to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not

contain chlorides, gypsum, or metallic particles. Approved infiltration control material shall be Quadex **Quad-Plug** as manufactured by Quadex, Inc., Little Rock, Arkansas, Strong-Plug by Strong Company, Inc., Pine Bluff, Arkansas, or equal.

D. Invert Repair and Patching: All material furnished shall be designed to fill voids and to repair or reconstruct where no hydrostatic pressure exists. Material shall consist of rapid setting cements, high-density non-absorptive aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved invert repair and patching material shall be Quadex Hyperform as manufactured by Quadex, Inc., Little Rock, Arkansas, Strong-Seal QSR by Strong Company, Inc., Pine Bluff, Arkansas, or Equal.

3.3 CEMENTITIOUS LINER MATERIAL

A. Cementitious liner products for manholes, life stations and other structures shall be applied at manholes and lift stations identified as having a pH of greater than 1 or as directed by the USD. If minor infiltration, if present, shall be repaired by the contractor prior to application of the liner material. Infiltration and invert repair products shall be in accordance with section 3.2 Cementitious and Epoxy Coating Manufacturers.

B. Cementitious manhole and lift station liner products shall be used to form a structural monolithic liner covering all interior substrate surfaces. Material shall be a fiber-reinforced pure-fused (100%) calcium aluminate cement and calcium aluminate aggregate and shall be wet mixed and applied in strict accordance with manufactureer's recommendations. The material shall be specially formulated to withstand hydrogen sulfide bacterial carrions and abrasion in wastewater environments with a pH of 1 or greater. The mix shall be low-pressure spray applied to a manhole and lift station walls to form the structural/structurally enhanced monolithic cementitious liner. The applied liner material shall cover all interior manhole and Lift station surfaces. Liner material shall have the following Minimum requirements:

Cementitious Liner Material

Property	Standard	Minimum Time	Limit
Comprehensive Strength	ADTM C109	1 day 28 days	>8000 psi >9000 psi
Tensile Strength	ASTM C496	28 days	>800 psi
Flexural Strength	ASTM C293	12 hr 28 days	>1000 psi >1200 psi
Shrinkage @ 90% R.H.	ASTM C490	28 days	0%

Bond	ASTM C882	28 days	>2000 psi
Density	When Applied	N/A	145 +/- 5 lbs/ft3
Freeze/Thaw	ASTM C666	N/A	100 cycles no visible damage

Cementitious liner materials shall be LaFarge SewperCoat by LaFarge Company, Inc., Strong-Seal High Performance Mix by Strong Company, Inc., or equal.

3.4 COMPOSITE LINER SYSTEM

A. Composite liner Systems for Manhole and Lift station Repair and Rehabilitation: Includes manholes, lift stations and other structures identified as requiring rehabilitation with a composite liner system, and identified as having a pH of 1 or less or at locations as directed by the USD. Composite manhole and lift station liner products shall be used to form a structural liner system covering all interior substrate surfaces. The system shall be used to construct and repair entire manholes and entire lift stations including voids, active leaks, bench and inverts, walls and ceilings. Composite manhole and lift station liner systems shall include cementitious corrosion resistant patching material, grout material, calcium aluminate, cementitious liner material, epoxy based liner material. All components of composite liner systems shall be manufactured or supplied by a single company regularly engaged in the fabrication and supply of materials for repair and rehabilitation of manholes and lift stations. All components shall be prepared and applied in strict accordance with the recommendations of the manufacturer/supplier of the composite system.

B. Patching material shall be a quick setting corrosion resistant cementitious material, shall be used as a patching material to fill voids and to repair inverts, is to be mixed and applied according to the manufacturer's recommendations, and shall have the following minimum requirements:

Patching Material

Property	Standard	Limit
Compressive Strength	ASTM C109	>800 psi, 1 hr >1800 psi, 24 hrs
Bond	ASTM C882	>1600 psi, 28 days
Calcium Aluminate Cement		Sulfate Resistant
Applied Density		105 pcf +/- 5 lbs
Skrinage	ASTM C596	0% @ 90% R.H.
Placement Time		5-10 Minutes
Set Time		15-30 Minutes

Plug material shall be rapid setting cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration and shall be mixed and applied to manufacturer's recommendations and shall have the following minimum requirements:

Plug Materials

Property	Standard	Limit
Compressive Strength	ASTM C109	>1000 psi, 1 hr >2500 psi, 24 hr
Sulfate Resistance	ASTM C267	No weight loss after 15 cycles @ 2000 ppm
Freeze/Thaw	ASTM C666 "Method A"	100 Cycles
Pull Out Strength	ASTM C234	14,000 pounds
Placement Time		<1.0 minute

Liner material shall be a pure (100%) fused calcium aluminate, acid resistant cementitious product to be used for building back deteriorated substrates to original dimensions, to restore structural integrity, enhance corrosion protection and provide a smooth surface for applying the epoxy material and shall have the following minimum requirements:

Cementitious Material

Property	Standard	Limit	Time
Compressive Strength	ASTM C109	>8000 psi	28 days
Tensile Strength	ASTM C496	>600 psi	28 days
Flexural Strength	ASTM C293	>900 psi	28 days
Shrinkage @ 90% R.H.	ASTM C490	0%	28 days
Bond	ASTM C882	>2000 psi	28 days
Density, when applied	N/A	135 +/- 5 lbs/ft3	28 days

Epoxy Liner System shall have the following minimum requirements:

Epoxy Liner Material

Property	Standard	Limit
Compressive Strength	ASTM D695	>8800 psi
Tensile Strength	ASTM D638	>7700 psi
Flexural Strength	ASTM D790	>12,400 psi
Pull off Strength	ASTM D4541	>350 psi
VOC	ASTM D2584	0%
Durometer Hardness Type D Moisture Absorption	ASTM D2240 ASTM C413	Shore D-70 .0.03%

Composite liner systems shall be Strong Seal High Performance Mix, Strong Seal Composite by Strong Company, Inc., of Pine Bluff, Arkansas or equal.

3.5 EPOXY COATING

Epoxy liner products shall be a solvent-free ultra high-build epoxy System meeting the following requirements:

Product Type	Standard	Amine cured epoxy
Color		Light blue
Solids Content (vol%)		100%
Compressive Strength	ASTM D695	>18000
Tensile Strength	ASTM D638	>7500
Tensile Elongation	ASTM D790	1.5
Flexural Modulous	ASTM D790	>6000,000
Flexural Modulous	ASTM D790	>13,000
Adhesion to Contcrete	ASTM D4541	Substrate (concrete) Failure
Chemical Resistance	(ASTM D543/G20)	All types of service a. Municipal Sanitary sewer b. Sulfuric acid, 30% c. Sodium hydroxide, 5%
VOC Content	ASTM D2584	0%

Epoxy liners for manhole rehabilitation shall be Raven 405 epoxy coating system by Raven Liner Systems Solutions Inc., Broken Arrow Oklahoma, or equal.

3.7 CEMENTITIOUS LINING APPLICATION EQUIPMENT

Manufacturer approved low-velocity cementitious wet spray system (no gunite) or centrifugal spin-cast system shall be used in the application of the specified cementitious liner material. System shall consist of a batch style mixer and progressive cavity (rotor/stator) style mortar pump.

3.8 EPOXY COATING APPLICATION EQUIPMENT

Manufacturer approved heated plural component spray equipment shall be used in the application of the specified epoxy coating.

PART 4 – EXECUTION

4.1 APPLICATOR QUALIFICATIONS

C. Repair material applicators shall be trained to properly apply the cementitious mortar according to manufacturer's recommendations.

D. All cementitious and epoxy materials must be applied by a certified Applicator of the product manufacturer and according to manufacturer specifications.

4.2 SURFACE PREPARATION

A. Applicator shall inspect all specified surfaces prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the specified repair materials.

B. Applicator personnel shall directly perform all aspects of surface preparation and shall not subcontract any element of surface preparation.

C. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.

D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the appropriate condition based repair method to be applied. Surfaces to receive repair materials shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the repair materials and the substrate.

E. For all manhole conditions, infiltration shall be stopped by using a material that is compatible with the appropriate and selected condition based repair method. <u>All costs associated with minor infiltration control shall be considered inclusive with the cost of the application of the appropriate cement and/or epoxy application</u>. Moderate to severe infiltration control may require the use of chemical injection grouting. If warranted, chemical injection grouting will involve a separate Payment item based on the contract unit price bid in the Itemized Proposal for each grouting application.

F. All surfaces shall be examined by the inspector both during and after preparation and before the repair material is applied.

4.3 APPLICATION OF CEMENTITIOUS LINER MATERIAL

A. For each bag of product, use the amount of water required per manufacturer's recommendations following mixing procedures noted on product container and using the approved equipment for mixing and material application. The cementitious liner material will require only the

addition of potable water during mixing. No other materials will be added during the mixing process without prior written consent from the material manufacturer.

B. Once materials have been mixed to an appropriate Consistency, caution should be taken as to not over mix the Mortar material.

C. The surface prior to application of the cementitious liner shall be clean and free of all foreign matter (ref. Section 4.3) and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of the liner material. No application shall be made to a dry surface.

D. Wooden covers and/or any other Owner approved shielding Mechanism shall be placed over the manhole or lift station Invert channel prior to application in order to prevent extraneous materials from entering the sewer lines.

E. Spraying the cementitious liner material shall be performed by starting at the junction of the manhole or lift station wall and bench and progressing up the structure wall to the corbel and chimney areas. The material shall be applied in a consistent manner to create a minimum uniform thickness of 1 inch should the reconstruction process require thickness greater than 1 inch, the material can be applied up to 3 inches in thickness in multiple single lift applications.

F. Troweling of the liner material shall begin immediately following the spray application. Troweling shall be in an upward motion, compressing the material into any voids in the structure wall, and creating a relatively smooth finish on the surface of the liner material. Precautions should be taken not to over trowel the material.

G. The wooden invert covers shall be removed at this time and the bench area sprayed with materials. The materials are to be sprayed on the bench in such a manner that a gradual slope is produced from the walls to the invert with the thickness of the material at the edge of the invert to be no less than 1 inch using the trowel, the wall/bench intersection is then rounded to a uniform radius the full circumference of the intersection. The Material on the bench area should be finished in such a manner as to provide for proper drainage without ponding.

H. Immediately upon completion of the troweling phase, a wet-Brush finish shall be applied to all surface areas of the cementitious liner material.

I. The cementitious liner material shall be cured in accordance with ACI recommendations. A water based curing compound may be used when necessary.

J. The liner material, once placed, shall have a minimum of 8 hours cure time before being subjected to active flow of surcharge.

K. In high traffic areas, the manhole should be barricaded and traffic withheld for a minimum of 12 hours after application is complete.

L. Caution should be taken to minimize exposure of applied product to sunlight and air movement. If application of additional materials is to be longer than 15 minutes, the structure shall be covered. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before covering or closing access. In extremely hot and arid climates, the structure shall be shaded while reconstruction is in process. In environments where humidity level is below 70%, it shall be necessary to keep finished product damp for the first 72 hours.

M. No application shall be made to frozen surfaces or if freezing expected to occur within the substrate within 24 hours after the application. Precautions shall be taken to keep the mix temperature, at time of the application, below 90 degrees F. Mix water temperature shall not exceed 80 degrees F. Mix water may be chilled with ice if necessary.

N. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of cementitious liner material that is successfully installed.

4.4 APPLICATION OF EPOXY COATING MATERIAL

A. Application procedures shall conform to the recommendations of the epoxy coating manufacturer, including material handling, mixing, and environmental controls during application, safety, and spray.

B. The spray equipment shall be specifically designed to accurately ratio and apply the specified epoxy coating materials and shall be regularly maintained and in proper working order.

C. Testing for soundness of substrate: upon completion of initial surface preparation, Applicator shall make a visual examination of the surfaces that were prepared to identify areas requiring additional preparation. A screwdriver shall be used to scratch the surface. Should the screwdriver easily remove or dig into any portion of the surface, further preparation shall be required. Retest until a screwdriver cannot scratch the surface.

D. Testing for contaminants: a water drop test shall be used to test the surface for the presence of hydrophobic contaminants. Applicator shall place a drop of water on the surface in at least four representative locations in the structure and its wetting behavior shall be observed. If the water droplet flattens out and "wets out" the surface, it is likely the surface s not contaminated. If the water droplet beads up and does not "wet out" the surface, it is likely the surface is contaminated. To remove hydrophobic contaminants, the Applicator shall either add an epoxy coating manufacturer approved degreaser to the water blasting process and rewash the interior of the structure, or utilize another process such as steam cleaning, sodium bicarbonate injection, or abrasive blasting for removal of the contaminants. If contaminants are found and removed, retest the contaminants areas using the water drop test until the contaminants are gone.

E. Ambient conditions: Applicator shall record air temperature inside the structure and prevailing weather conditions at the time of coating application.

F. Specified and properly prepared surfaces shall be coated by roller or spray application of a moisture tolerant, solvent-free, 100% solids, epoxy primer as further described herein.

G. During application, Applicator shall regularly perform and record epoxy coating thickness readings with a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc., meeting ASTM D4414-Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gauges, to ensure uniform thickness during application.

H. Top coating or additional coats of the epoxy coating should occur as soon as the prior coat becomes tack free, but no later than the recoat window for the specified products (24 hours). Additional surface preparation procedures will be required if this recoat window is exceeded.

I. Installation of the epoxy coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.

J. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of epoxy coating material that is successfully installed.

PART 5 – ANCILLARY MANHOLE / LIFT STATION REPAIR ITEMS

5.1 BYPASS PUMPING

A. If warranted to facilitate any aspect of the manhole or lift station restoration process, the Contractor shall provide a bypass pumping system that is capable of handling a minimum flow of 500 GPM at 50 psi. The Contractor shall also provide a secondary or standby pump system that is capable of handling similar flows in the event that the primary pump system experiences flows greater than 500 GPM, or if the first pump fails. Both pumping units shall be provided with the following items: sound reduction compartments, floatation sensors, automatic dialers and internal & external check valve assemblies.

B. Any requirement for bypass pumping shall be submitted by the Contractor, to USD for review, and approval prior to commencement of actual sewer bypass. USD shall have sole discretion in determining the necessity for any bypass pumping. No bypass pumping shall be executed without prior approval of USD.

C. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for any specific structure that requires bypass pumping. Payments for manhole bypass pumping will be limited to one installment per manhole. Any subsequent or additionally required bypass pumping will be at the sole responsibility and expense of the Contractor.

5.2 RESETTING OF EXISTING MANHOLE COVER FRAME ASSEMBLY

A. If warranted and specified by USD, some manholes will require the Contractor to perform a grade adjustment and/or resetting of the existing manhole cover frame assembly, prior to manhole liner installation. This work shall involve both unpaved and paved areas.

B. All materials, equipment, and work required to reset existing frames and covers in unpaved or paved areas shall be provided by the Contractor.

C. This item shall include saw-cutting existing asphalt or concrete and disposing of material (in paved areas only), and required excavation, manhole wall and frame preparation, removal and off-site disposal of existing materials, backfilling and compaction per USD specifications and details, accessing manholes as specified, traffic control, coordination with and location of existing utilities, complete restoration

of thereto for which separate payment is not provided under other bid items.

D. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each manhole frame and cover that is reset.

5.3 INSTALLATION OF NEW MANHOLE COVER FRAME ASSEMBLY

A. If warranted and specified by USD, some manholes will require the Contractor to remove and replace the existing manhole cover frame assembly prior to manhole liner installation. This work shall involve both unpaved and paved areas.

B. When manhole cover frame assembly replacement is required, the new manhole cover frame assembly shall be provided to the Contractor by USD.

C. All additional materials, equipment, and work required to replace the existing manhole cover frame assembly shall be provided by the Contractor.

D. This item shall include saw-cutting existing asphalt or concrete and disposing of material (in paved areas only), excavation, manhole wall and frame preparation, new frame and cover, removal and off-site disposal of existing material, backfilling and compaction per the specifications and details, accessing manholes as specified, traffic control, coordination with and location of existing utilities, complete restoration of asphalt and concrete or grass, and for all else incidental thereto for which separate payment is not provided under other bid items.

E. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each manhole frame and cover that is replaced.

5.4 REBUILDING EXISTING MANHOLE BENCH & INVERT CHANNELS

A. If warranted and specified by USD, some manholes will require the Contractor to perform a rebuild of the existing manhole bench and invert channel prior to manhole liner installation.

B. Repairs shall be performed on all manhole benches and inverts that exhibit visible damage and/or infiltration, or require such repairs in order to facilitate successful manhole liner performance testing.

C. This item includes all materials, equipment, and work required to rebuild existing manhole bench areas. All manhole bench and invert channel repairs shall be approved by USD.

D. Prior to repairs, flow through the manhole shall be arrested via the use of pipe plugs, flow-through plugging systems, or manhole by-pass pumping (ref. Section 5.1) as required.

E. After manhole flow has been diverted, remove all loose material from manhole bench and invert areas and pressure wash using a minimum 5000 psi hydrablast.

F. The quick setting patching and invert repair material shall be applied to the invert in an expeditious manner. The mix shall be troweled uniformly onto the invert a minimum thickness of 0.5 inches, extending out onto the bench sufficiently to create an adjoining tie in region for the spray applied monolithic cementitious liner material.

G. Care should be taken in the furnishing of invert channel, so as to maintain the hydraulic performance of the manhole. The finished invert should be smooth and free of any ridges or other surface irregularities that might impede flow.

H. Flow in the manhole should be restored as soon as the quick setting invert repair material achieves its initial set and not longer than 30 minutes from the time of initial service interruption.

I. Payment will be made on the basis of the contract unit price bid in the Proposal for each manhole bench and invert channel that is rebuilt.

5.5 REMOVAL OF EXISTING MANHOLE STEPS

A. Unless plastic coated and in relatively good and sound physical condition, all existing manhole steps are to be removed prior to the manhole liner materials. This removal is to prevent potential injury resulting from unauthorized or improper manhole entry, as well as to better facilitate a monolithic seal within the manhole structure.

B. Manhole steps may be demolished and removed using a sledge hammer or cut and removed using a grinding wheel. Effort should be made to minimize or eliminate any remaining or exposed remnants of the steps on the surface of the manhole walls.

C. Payment will be made on the basis of the contract until price bid in the Proposal for each manhole step that is removed, regardless of method.

5.6 CHEMICAL GROUTING OF MANHOLES, LIFT STATIONS AND OTHER STRUCTURES

A. Manholes, lift stations and other structures, and as directed by the City, that exhibit moderate to severe groundwater infiltration will require the use of chemical injection grouting to arrest leakage and prior to rehabilitation of the interior. The Contractor will submit said structures to the City for approval including the grouting procedure and documentation listed below, prior to commencement of work.

B. The following documentation shall be submitted by the contractor prior to commencement of work:

(1) Manufacturer's documentation that the grout material is specifically formulated for use as leak controller for underground structures. All grouting materials, additives, mixture ratios, and procedures utilized for the grouting process shall be submitted to the City and shall be in accordance with the grout manufacturer's recommendations.

(2) Documentation from the Contractor that the grout material has a demonstrable record of successful service and satisfactory performance in similar usage in the South Florida area.

(3) Documentation that the applicator is approved by the grout manufacturer for the procedure and material proposed by the contractor for applying the grout material to control leaks. Applicator shall have a minimum of five years of successful experience in the type of application method proposed. Applicator shall have the proper equipment for the application for processing and storage of the grout materials including maintaining the grout at the appropriate pressures and temperatures throughout the grouting procedure.

(4) Grout materials shall have controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established prior to commencement of work so that adequate grout travel is achieved.

(a) Grouts shall have a resistance to chemicals including to most organic solvents, mild acids, and alkali.

(b) Grouts mixtures shall be essentially non-toxic in a cured form.

(5) Grout sealing material shall not be rigid or brittle when subjected to dry atmosphere. The material shall be able to withstand moving load conditions.

(6) Grouting materials shall be as manufactured by Avanti, Uretek or equal.

C. Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in strict accordance with the recommendations of the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of the Contractor to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subjected to the approval of USD. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

D. Contractor shall apply the grout from the ground surface or from the structure's interior. Injection holes shall be drilled through the manhole wall at locations as recommended by the grout manufacturer.

E. Grout shall be injected under pressure with a probe or lance suitable for the application and as recommended by the manufacturer. In no case shall the injection pressure or grout material or material properties cause damage to the manhole structure, the surrounding surface features, pavement, sidewalks, transformers, utility poles or any other structure(s). The contractor shall be fully responsible at his cost for repair of damage caused by the grout to the manhole, lift station or any other structure(s) located in the vicinity of the work.

F. Grout shall be applied in a manner that is compatible with industry practice for leak control of underground structures. Grout travel shall be verified by observation of grout effects on defects, leak control, or adjacent injection holes. Contractor shall provide additional injection points, if necessary, to insure grout travel.

G. All excess grout material shall be removed by the contractor from the manhole, lift station or other structure after repairs are complete, or as directed by the City, and appropriately disposed of.

H. Applicator shall maintain the work site in a neat and workmanship manner and shall perform periodic cleanup as directed by the City. Traffic control and by-pass pumping shall be used by the Contractor as appropriate and as directed by the City. Applicator materials storage, equipment and vehicles shall be located in areas designated by the City. Injection holes shall be cleaned with a drill and patched with a waterproof quick setting mortar for brick and concrete manholes.

PART 6 – INSPECTION AND PERFORMANCE TESTING

6.1 PROTECTIVE LINER INSPECTION

After the specified repair and rehabilitation work has been completed, the manhole or lift station shall be visually reviewed and tested by the Contractor in the presence of the owner. Visual review shall be for water tightness against leakage of water into the structure. All visible leaks and defects observed during the review shall be repaired to the owner's satisfaction. There shall be no visible infiltration.

6.2 PROTECTIVE LINER PERFORMANCE TESTING

A. All manholes, lift stations and structures shall be visually inspected, upon each completion, as a prerequisite for Contractor payment.

B. Manholes that fail the visual inspection shall be reworked by the Contractor and re-inspected by the City at no additional compensation until the test is passed. Any manholes that are visually leaking, or otherwise deemed unacceptable shall be completely re-coated at the Contractor's expense and re-inspected until accepted by the City.

6.3 CONDITION I, III, & IV APPLICATIONS – EPOXY COATINGS

A. Installations of epoxy coatings shall be tested using a holiday or spark test method to identify any pinholes or holidays that were not detected during the visual inspection.

B. The Contractor shall perform holiday detection on all surfaces coated with the epoxy coating in the presence of Inspector.

C. After the epoxy coating has set hard to the touch, surfaces shall first be dried, an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area.

D. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (ref. NACE RPO188-99).

E. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional epoxy coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the epoxy coating recommendations.

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Addendum #1
E-Bid #20160167
Rehabilitation of City Manholes, Lift Stations & Wet Wells
September 6, 2016

Questions:

1. Q: Will the City consider lowing the minimum requirements listed on page 21 of Attachment "A" that states that the applicator shall have a minimum of five (5) years of experience in chemical grouting of manholes?

   A: Not at this time. The City will require a minimum of five (5) years' experience in chemical grouting of manholes.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

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

ADDENDUM # 2
E-BID # 20160167
Addendum Date: 9/14/2016

Bid Name: Rehabilitation of City Manholes, Lift Stations & Wet Wells

NOTE: The bid opening date has been changed.

Tuesday. September 27, 2016 @ 3:00:00 pm 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.

ADDENDUM # 3
E-BID # 20160167
Addendum Date: 9/16/2016

Bid Name: Rehabilitation of City Manholes, Lift Stations & Wet Wells

Questions:

1. **QUESTION**: Do you have an estimate for this bid, or the annual value the City intends to allocate for work under this contract?
   RESPONSE: Typically, the amount budgeted by the City for manhole and lift station wet well rehabilitation has typically been, approximately, $50,000 to $60,000.

2. **QUESTION:** What is the average work release or order, i.e. number of manholes or lift stations or number of square feet of work ordered?
   RESPONSE: This depends on the annual budget but can be 20 to 30 manholes.

3. **QUESTION:** Are there any representative photos of manholes or lift stations where the type of work required for Bid Items 5 & 6 that you can share via email? If not, are there any typical locations where prospective bidders can visit?
   RESPONSE: No photos are available but the bid does include a typical manhole rehabilitation scenario as the base bid.

4. **QUESTION:** Section 3.4 of Attachment A describes a Composite Liner System to be used under Condition III & IV Condition manhole repair method. The section does not mention thickness required for either cement or epoxy. What are the thickness requirements for cement and epoxy for a passable composite liner?
   RESPONSE:
   (a) Attachment A, Technical Specifications, page 8 of 24, Section 2.3 APPROPRIATE CONDITION BASED REPAIR METHODS,
   Item C. "All structures identified as Condition III…" at end of last sentence add the following: "*The application of calcium aluminate liner material shall be at a minimum thickness of 1-inch and epoxy coating material at a thickness of 150 mils, minimum.*"
   (b) Attachment A, Technical Specifications, page 8 of 24, Section 2.3 APPROPRIATE CONDITION BASED REPAIR METHODS,
   Item D. "All structures identified as Condition IV…" delete in its entirety and replace with "*All structures identified as **Condition IV** shall be rehabilitated or replaced totally or partially as directed by the City in writing.*"

5. **QUESTION:** Bid Item 13, What is a Composite Level 1 Liner? (not described in the specs.)
   RESPONSE: Bid Item 13 "Condition III - Composite Level I" add the following "(Addition of Supplemental 0.5 inch thick layer(s) of cementitious calcium aluminate build-back material"

ADDENDUM # 3
E-BID # 20160167
Addendum Date: 9/16/2016

Bid Name: Rehabilitation of City Manholes, Lift Stations & Wet Wells

6. **QUESTION:** Bid Item 14, What is a Composite Level 2 Liner? (not described in the specs.)
   RESPONSE: Bid Item 13 "Condition IV - Composite Level 2" add the following "(Addition of Supplemental 0.5 inch thick layer(s) of cementitious calcium aluminate build-back material"

7. **QUESTION:** Can the City add a per ft. pricing Line Item for the Discharge Hose for the By-pass pumping for the Sanitary Sewer? Or give us a max length or a minimum link to bid by.
   RESPONSE: Please include all costs associated with by-pass pumping, i.e. cost of pump fuel, hose, attendant, etc. with the by-pass pump bid item. Typical lengths between manholes, scaled from as-built drawings, range from 180 LF to over 300 LF.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

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

ADDENDUM # 4
E-BID # 20160167
Addendum Date: 9/23/2016

Bid Name: Rehabilitation of City Manholes, Lift Stations & Wet Wells

Questions:

1. **QUESTION**: Will the Lift Station's pump be removed and reinstalled by the City during the rehabilitation?
   RESPONSE: If the pumps need to be removed, the City will remove the pumps at the City's discretion. This will be on a case by case basis.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

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

E-Bid Opening
E-Bid 20160167
Rehabilitation of City Manholes, Lift Stations & Wet Wells
September 27, 2016 – 3:00 PM

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Robyn Holder**	City of Port St Lucie PMD	rholder@cityofpsl.com	T 772-344-4293
				F
2.	Gina Jolly	City of PSL	gjolly@cityofpsl.com	T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7I
Meeting Dates: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Motion: Minor Site Plan Application - Coffee Port St. Lucie (P16-101)

Submittal Date: 10/25/2016

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

BACKGROUND: The proposed project consists of a 2,200 square foot one story freestanding restaurant with a drive-through. The special exception to allow a drive-through in the CG (General Commercial) Zoning District per Section 158.124(C)(12) of the Zoning Code was approved by City Council on October 24, 2016 (Resolution 16-72).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

NOTICE/ADVERTISING: None required.

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the site plan application at their July 13, 2016 meeting.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: The property is located on the north side of Port St. Lucie Boulevard, east of Wayne Street, south of Chapman Avenue, and west of Kail Street. See attached maps.

ATTACHMENTS: Staff report, maps, application, elevations, site plan and landscape plan.

PT/kh

RECEIVED
NOV 0 3 2016
CITY MANAGER'S OFFICE

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **CITY COUNCIL – MEETING OF NOVEMBER 14, 2016**

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

RE: **COFFEE PORT ST. LUCIE, LLC - STARBUCKS**
MINOR SITE PLAN APPLICATION
PROJECT NO. P16-101

DATE: **OCTOBER 25, 2016**

PROPOSED PROJECT: The proposed project consists of a 2,200 square foot one story freestanding restaurant with a drive through.

APPLICANT: Thomas Engineering Group

OWNER: Coffee Port St. Lucie, LLC

LOCATION: The property is located on the north side of Port St. Lucie Boulevard, east of Wayne Street, south of Chapman Avenue, and west of Kail Street.

LEGAL DESCRIPTION: The property is legally described as Lots 3, 4, 20, and 21; Block 703; Port St. Lucie Section 18.

SIZE: 0.92 acre

FUTURE LAND USE: CG (General Commercial)

EXISTING ZONING: CG (General Commercial)

EXISTING USE: Vacant land and a single family residence on lot 4.

SURROUNDING USES:

	Future Land Use	Zoning	Existing Use
N	RL	RS-2	Single family residence
S	CG	CG	Commercial development and vacant land
E	CG	RS-2	Vacant land
W	CG	CG	Commercial development and single family residence

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 applicant has provided information on the site plan that states that the number of average weekday trips projected for a coffee shop with drive through to be generated (ITE 937) is 1,801 daily trips. The proposed project is projected to generate 221 a.m. peak hour trips and 94 p.m. peak hour trips. Trip projections were calculated by using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. It is not expected to adversely affect the transportation level of service for the adjacent roads.

Parks/Open Space: NA

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

Solid Waste: 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 restaurant is a permitted use in the CG (General Commercial) zoning district. The drive-through is a special exception use in the CG Zoning District per Section 158.124(C)(12) of the Zoning Code. Coffee Port St. Lucie, LLC drive-through Special Exception Use (P16-100) was approved by City Council on October 24, 2016 (Resolution 16-72).

Building Height: The proposed height of the building is 30 feet. The maximum allowed height of a building in the CG (General Commercial) zoning district is 35 feet.

Setbacks: The proposed setbacks shown on the north, south, east, and west sides of the site plan are in accordance with the required setbacks of the CG (General Commercial) zoning district.

Parking: The site is required to have 35 parking spaces and 38 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. The elevations are attached.

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: The applicant has provided a tree removal plan and a mitigation fee is to be paid by the applicant prior to clearing.

Wildlife Protection: A site survey for gopher tortoises shall be conducted prior to clearing.

OTHER:

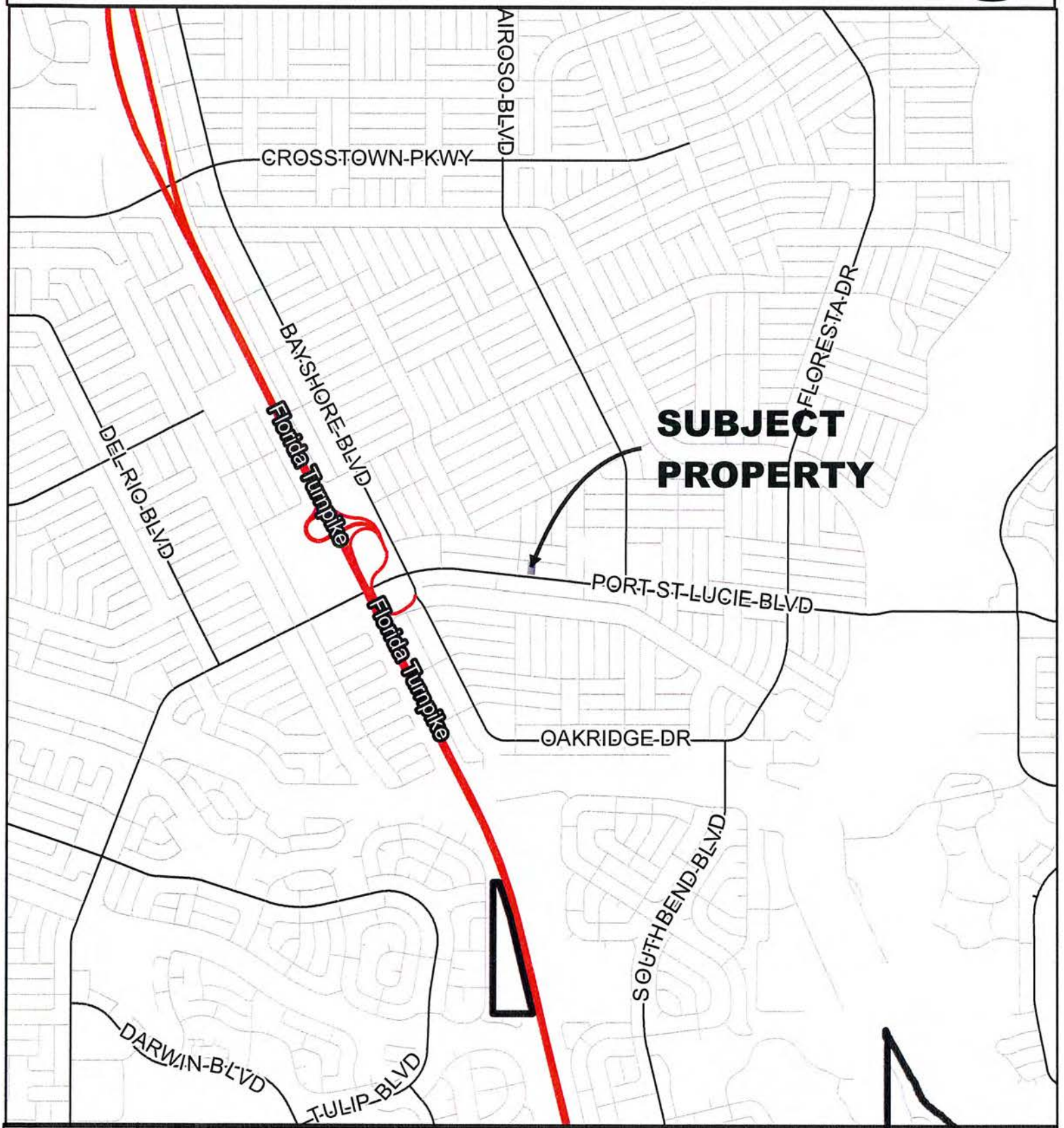
Fire District: The access location (external and internal) has been reviewed by the Fire District for safety purposes.

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 and therefore this is not applicable.

STAFF RECOMMENDATION: The Site Plan Review Committee reviewed the request at their meeting on July 13, 2016 and unanimously recommended approval. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan and recommends approval with the following conditions:

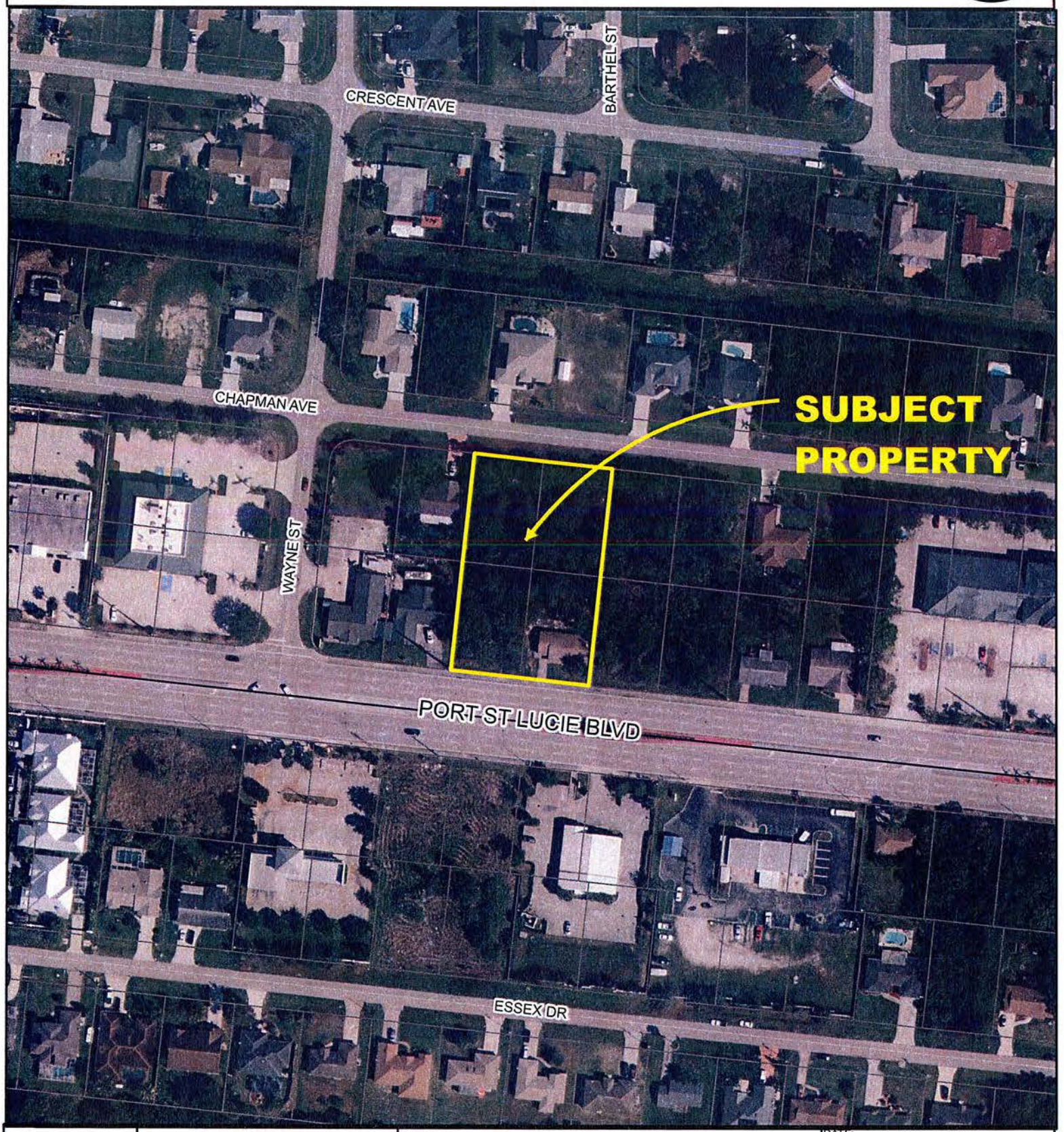
1. A Cross Access easement Agreement shall be executed and recorded prior to issuance of a building permit.
2. The required landscape buffer wall shall be completed prior to the issuance of the foundation permits for the building.

GENERAL LOCATION



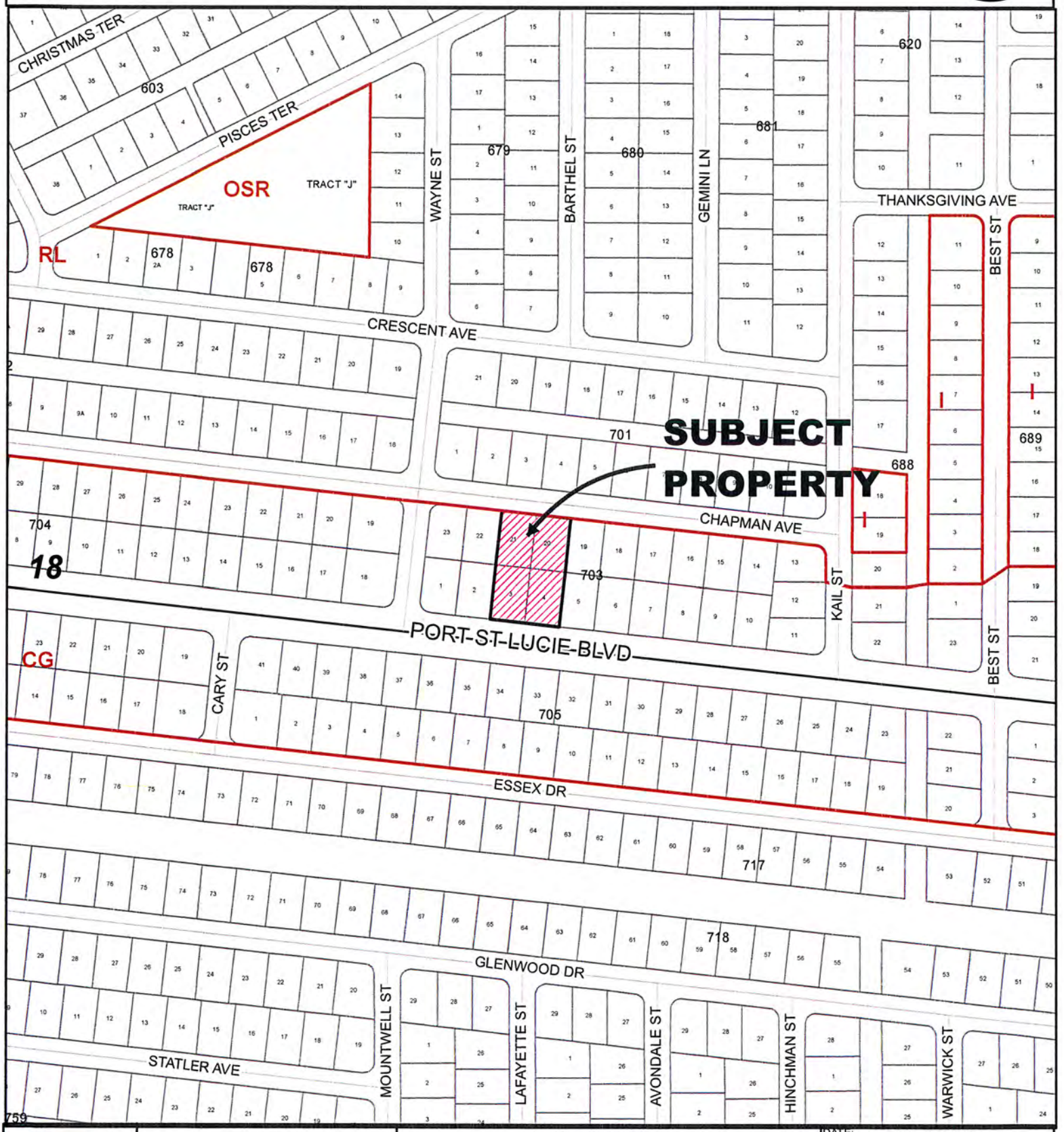
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN COFFEE PORT ST. LUCIE, LLC SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21	DATE: 7/11/2016 APPLICATION NUMBER: P16-101 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



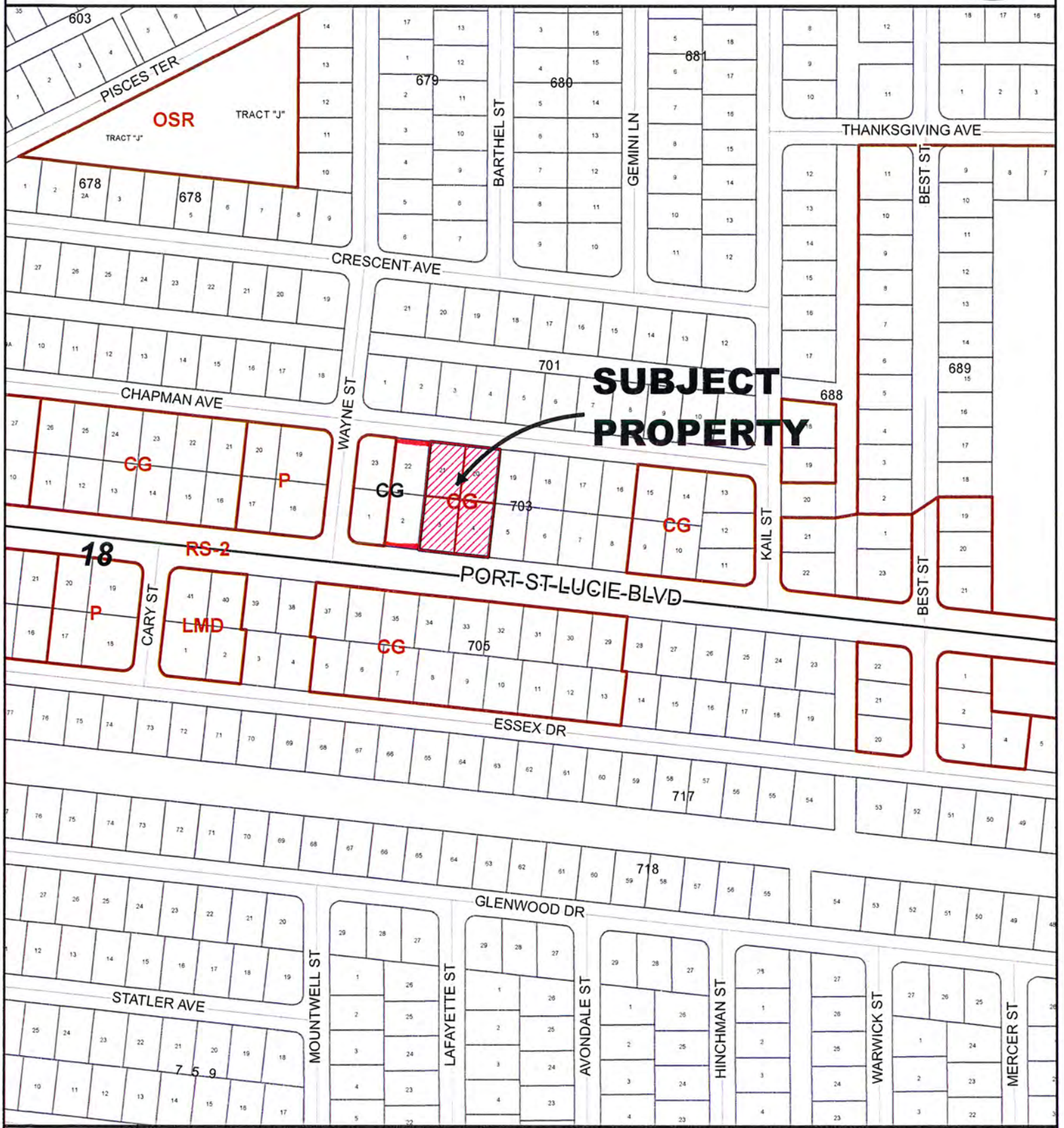
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN COFFEE PORT ST. LUCIE, LLC SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21 AERIAL DATE 2014	DATE: 7/11/2016 APPLICATION NUMBER: P16-101 USER: patricias SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN COFFEE PORT ST. LUCIE, LLC SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21	DATE: 7/11/2016 APPLICATION NUMBER: P16-101 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 COFFEE PORT ST. LUCIE, LLC SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21	DATE: 10/26/2016 APPLICATION NUMBER: P16-101 USER: patricias SCALE: 1 in = 300 ft

THOMAS
ENGINEERING GROUP

THOMAS ENGINEERING GROUP
125 W. INDIANTOWN RD., STE. 206
JUPITER, FL 33458
P: 561-203-7503
F: 561-203-7721

June 14, 2016

RECEIVED
JUN 15 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

City of Port St. Lucie

Planning and Zoning Department

City Hall
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

Site Plan Approval Request – Starbucks 179-183 Port St. Lucie Boulevard

Dear City Staff:

These parcels are currently zoned RS-2 and have a Future Land Use Designation of Commercial. On May 31st of this year a rezoning application was filed to change the zoning of these parcels to CG consistent with the Port St Lucie Boulevard corridor.

It is planned to for a 2,200 square foot Starbucks with drive-thru facility to be constructed on the premises. Restaurants with drive-thrus require Special Exception Use approval within the CG zoning district. This Special Exception application was filed on June 15th, 2016

We respectfully request approval of this application. Please call (561)-203-7503 with any questions.

Sincerely,

THOMAS ENGINEERING GROUP, LLC

Jason M. Gunther, P.E.

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P16-101
Fees (Nonrefundable) $ 2,345.00 Arch.: $ 515.00
Receipt #'s: 98379

PRIMARY CONTACT EMAIL ADDRESS: jgunther@thomaseg.com

PROJECT NAME: Starbucks

RECEIVED
JUN 15 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

LEGAL DESCRIPTION: See attached Exhibit "A"

LOCATION OF PROJECT SITE: 179-183 Port St. Lucie Blvd

PROPERTY TAX I.D. NUMBER: See attached Exhibit "A"

STATEMENT DESCRIBING IN DETAIL: Propose a Site Plan to support a restaurant with drive-thru use.

THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: A 2,200sf Starbucks w/ Drive-Thru Facility

GROSS SQ. FT. OF STRUCTURE (S): 2,200sf
NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: Port. St. Lucie, Water and Sewer

GROSS ACREAGE & SQ. FT. OF SITE: 40,000 **ESTIMATED NO. EMPLOYEES: 6

FUTURE LAND USE DESIGNATION: Commercial ZONING DISTRICT: RS2 (Rezone to CG)

OWNER(S) OF PROPERTY:
Name, Address, Telephone & Fax No.: See attached Exhibit "A"

APPLICANT OR AGENT OF OWNER:
Name, Address, Telephone & Fax No.: John J. Doyle
1314 Las Olas Blvd. Ft. Lauderdale, FL 33301
(954) 941-1041 (954) 301-0828

PROJECT ARCHITECT/ENGINEER:
(Firm, Engineer Of Record, Florida Registration No., Contact Person, Address, Phone & Fax No.)
Thomas Engineering Group, LLC / Jason Gunther, P.E. #58629
125 W. Indiantown Road, Suite 206
Jupiter FL 33458 561-203-7503

- 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
	J. Doyle	MGR.	6/7/2016

EXHIBIT "A"

Property Owners and Propety Information

RECEIVED
JUL 19 2016

Coffee Port St Lucie, LLC
6300 NE 1st Avenue, #300
Fort Lauderdale, FL 33307

Parcel ID: 3420-585-1174-000-4

Lot 3, Block 703, Port St. Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida (OR 518-344)

Current Zoning: RS-2
Proposed Zoning: CG
Future Land Use Designation: CG Acreage of Property: .23 Acres

****

Coffee Port St Lucie, LLC
6300 NE 1st Avenue, #300
Fort Lauderdale, FL 33307

Parcel ID: 3420-585-1175-000-1

Lot 4, Block 703, Port St Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, Page(s) 17, 17A through 17K, inclusive, of the Public Records of St. Lucie County, Florida (OR 3173-2651).

Current Zoning: RS-2
Proposed Zoning: CG
Future Land Use Designation: CG Acreage of Property: .23 Acres

****

Coffee Port St Lucie, LLC
6300 NE 1st Avenue, #300
Fort Lauderdale, FL 33307

Parcel ID: 3420-585-1191-000-9

Lots 20 and 21, Block 703, Port St. Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida (OR 752-355; 3300-2480).

Current Zoning: RS-2
Proposed Zoning: CG
Future Land Use Designation: CG Acreage of Property: .46 Acres

Prepared by and return to:
Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700
File Number: 12764.05
Parcel Identification No.: 3420-585-1174-000-4
Will Call No.: 50

RECEIVED
JUL - 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

(space above this line for recording data)

Warranty Deed

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

THIS WARRANTY DEED, made this 7 day of July, 2016, by **Nancy C. Brown, an unmarried widow and surviving tenant by the entireties with the late James L. Brown, who were continuously married from the date they took title until the date of his death**, whose post office address is 157 W Queens Drive, Williamsburg, Virginia 23185 ("Grantor"), to **COFFEE PORT ST LUCIE, LLC, a Florida limited liability company**, whose post office address is 6300 NE 1st Avenue #300, Fort Lauderdale, Florida 33307 ("Grantee"*):

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

> Lot 3, Block 703, Port St. Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida.
>
> Subject to taxes for 2016, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

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

Signed, sealed and delivered in our presence:

Holley Willett
Witness printed name: Holley Willett

Nancy C Brown
Nancy C. Brown

Jessica M. Deach
Witness printed name: Jessica M. Deach

State of Virginia
County of James City

The foregoing instrument was acknowledged before me this 6th day of July, 2016, by Nancy C. Brown, who { } is personally known or {X} has produced a driver's license as identification.

{Notary Seal}

JESSICA M. DEACH
NOTARY PUBLIC
REG # 320519
MY COMMISSION EXPIRES
8/31/2017
COMMONWEALTH OF VIRGINIA

Jessica M. Deach
Notary Public

Printed Name: Jessica M. Deach

My Commission Expires: 8/31/17

Prepared by and return to:
Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700
File Number: 12764.07
Parcel Identification No.: 3420-585-1175-000-1
Will Call No.: 50

RECEIVED
JUL - 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

(space above this line for recording data)

Warranty Deed

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

THIS WARRANTY DEED, made this 7 day of July, 2016, by **Javier Suarez**, whose post office address is 3074 SE East Blackwell Drive, Port Saint Lucie, Florida 34952 ("Grantor"), to **COFFEE PORT ST LUCIE, LLC, a Florida limited liability company**, whose post office address is 6300 NE 1st Avenue #300, Fort Lauderdale, Florida 33307 ("Grantee"*):

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

> Lot 4, Block 703, Port St Lucie-Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, page(s) 17, 17A through 17K, inclusive, of the Public Records of St. Lucie County, Florida.
>
> THIS IS NOT NOR IS IT CONTIGUOUS TO THE HOMESTEAD PROPERTY OF THE GRANTOR, NOR ANY MEMBER OF HIS IMMEDIATE FAMILY. GRANTOR'S RESIDENCE ADDRESS IS AS STATED ABOVE.
>
> Subject to taxes for 2016, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

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

Signed, sealed and delivered in our presence:

Donna Dempsey
Witness printed name: Donna Dempsey

Javier Suarez

D J Haas
Witness printed name: Deborah D. Haas

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 7 day of July, 2016, by Javier Suarez, who { } is personally known or {X} has produced a driver's license as identification.

D J Haas
Notary Public

{Notary Seal}

DEBORAH D. HAAS
Notary Public - State of Florida
My Comm. Expires Jun 14, 2017
Commission # FF 006250
Bonded Through National Notary Assn.

Printed Name: _____

My Commission Expires: _____

Prepared by and return to:
Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700
File Number: 12764.06
Parcel Identification No.: 3420-585-1191-000-9
Will Call No.: 50

RECEIVED
JUL - 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

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Warranty Deed

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

THIS WARRANTY DEED, made this 7 day of July, 2016, by **Nicole Nolin, Billy Nolin and Kimberlee Hughes**, whose post office address is 2141 NE 68th Street #103, Fort Lauderdale, FL 33308 ("Grantor"), to **COFFEE PORT ST LUCIE, LLC a Florida limited liability company**, whose post office address is 6300 NE 1st Avenue, #300, Fort Lauderdale, Florida 33307 ("Grantee"*):

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

> Lots 20 and 21, Block 703, Port St. Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida.
>
> THIS IS NOT NOR IS IT CONTIGUOUS TO THE HOMESTEAD RESIDENCE OF ANY OF THE GRANTORS AND IS VACANT LAND.
>
> Subject to taxes for 2016, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

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

Signed, sealed and delivered in our presence:

Witness printed name: NANCY L. MANGUM

Nicole Nolin

Witness printed name: CAROL PARM

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 7 day of July, 2016, by Nicole Nolin, who {} is personally known or {X} has produced a driver's license as identification.

{Notary Seal}

ERNST COISSY
MY COMMISSION # FF 128218
EXPIRES: June 2, 2018
Bonded Thru Notary Public Underwriters

Notary Public

Witness printed name: _____

Billy Nolin

Witness printed name: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of July, 2016, by Billy Nolin, who {} is personally known or {X} has produced a driver's license as identification.

{Notary Seal}

Notary Public

Signed, sealed and delivered in our presence:

_____ _____

Witness printed name: _____ Nicole Nolin

_____

Witness printed name: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of July, 2016, by Nicole Nolin, who () is personally known or (X) has produced a driver's license as identification.

{Notary Seal} _____
Notary Public

Robert Stem
Witness printed name: Robert Stem

Billy Nolin
Billy Nolin

Cindie Nolin
Witness printed name: Cindie Nolin

State of Tennessee
County of Bedford

The foregoing instrument was acknowledged before me this 6 day of July, 2016, by Billy Nolin, who () is personally known or (X) has produced a driver's license as identification.

{Notary Seal} TABITHA R. STEM STATE OF TENNESSEE NOTARY PUBLIC BEDFORD COUNTY

Tabitha R. Stem
Notary Public

Witness printed name: James Hughes

Kimberlee Hughes

Witness printed name: Lindsey Ann Green

State of South Carolina
County of Beaufort

The foregoing instrument was acknowledged before me this 5 day of July, 2016, by Kimberlee Hughes, who {} is personally known or {X} has produced a driver's license as identification.

{Notary Seal}

MYCHELLE EVANS
NOTARY PUBLIC
My Comm. Exp. Jan 10, 2020
STATE OF SOUTH CAROLINA

Notary Public

Coffee Port St Lucie, LLC

RECEIVED

JUL 19 2016

July 19, 2016

City of Port St. Lucie
Planning & Zoning
Department 121 SW
Port St Lucie Blvd Port
St Lucie, FL 34987

RE: Coffee Port St Lucie, LLC Application

To Whom It May Concern:

Please use this letter as my authorization for Jason Gunther of Thomas Engineering Group to file all submittals for our site at 179-183 SW Port St Lucie Blvd.

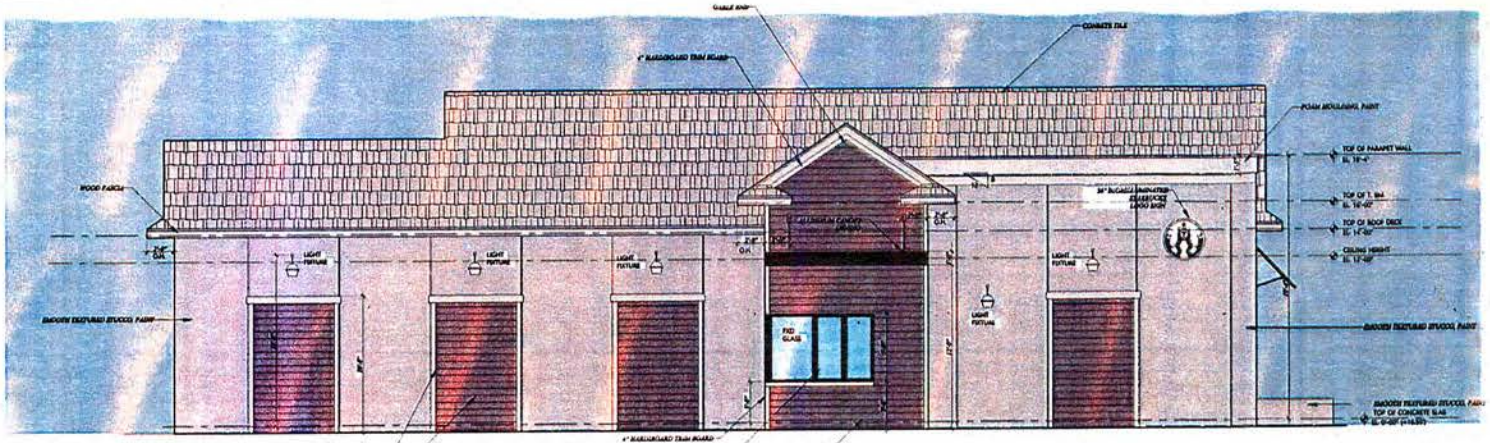
If you have any questions please contact John Doyle at 954-336-9933.

Thank you.

Very truly yours,

Robert Roschman
Managing Member

6300 NE 1st Avenue, Suite 300, Fort Lauderdale, Florida 33301 • Phone: 954.776.7900 • Fax: 954.843.7261



WEST ELEVATION

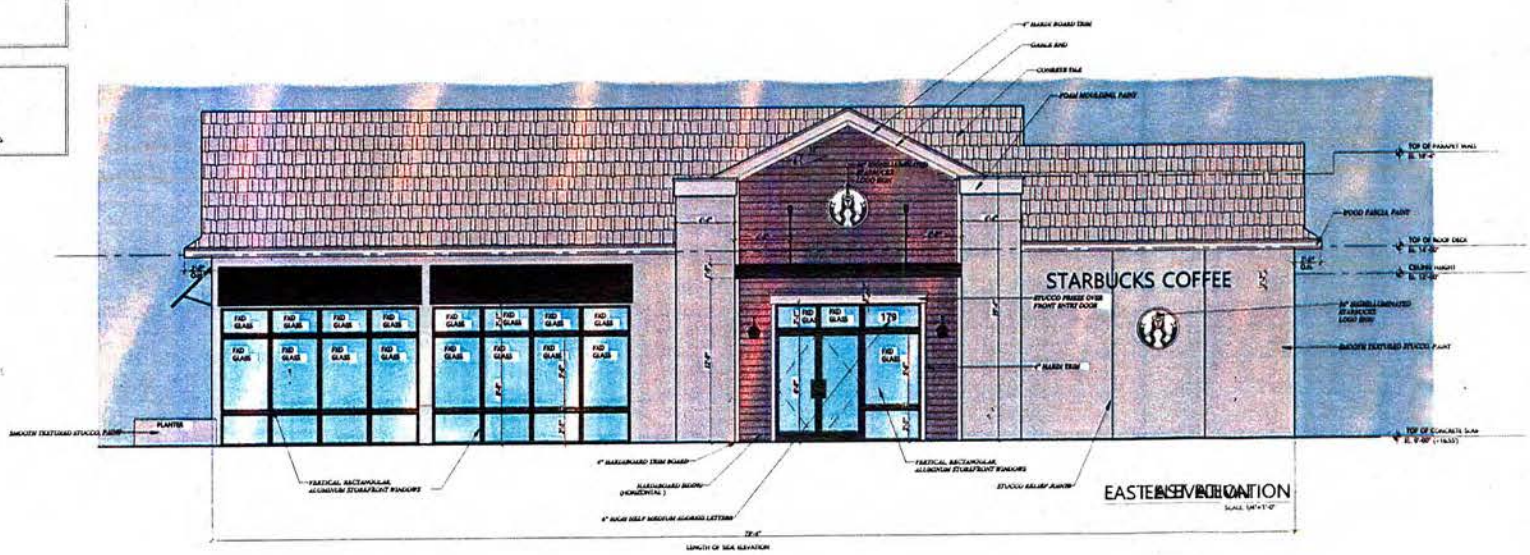
PROVIDED ARCHITECTURAL ELEMENTS

1. CANOPIES
2. PEDESTRIAN COURTYARD OF 450 SF
3. VERTICAL RECTANGULAR WINDOWS
4. CORNICE OVER ENTRY DOOR
5. PAVERS AT ENTRANCE
6. HORIZONTAL SIDING (HARDBOARD)

PAINT COLORS

SMOOTH TEXTURED STUCCO - SW 7000-DEPOT GRAY
HARDBOARD SIDING - SWITCH - GRAY AREA
TRIM AND MOULDINGS - ETHO MODERATE WHITE
WINDOWS, DOORS - BRONZE
ALUMINUM CANOPY - BLACK
ROOF TILE - WHITE/TAN/GREY BLEND
SIGNAGE - TRADITIONAL GREEN AND WHITE STARBUCKS LOGO COLORS

RECEIVED
OCT 25 2016
PLANNING DEPARTMENT
CITY OF PORT ST LUCIE, FL



EAST ELEVATION

SEAL

REVISIONS

GERALD BELGRAVE DESIGNS, LLC
Architect, Planner, Interior Designer
4821 N.W. 66th AVE. LAUDERHILL, FLORIDA 33319
Phone (954) 298-2040

STARBUCKS-PORT ST. LUCIE BOULEVARD
176 S.W. PORT ST. LUCIE BOULEVARD
PORT ST. LUCIE, FL 33989

Drawing No.

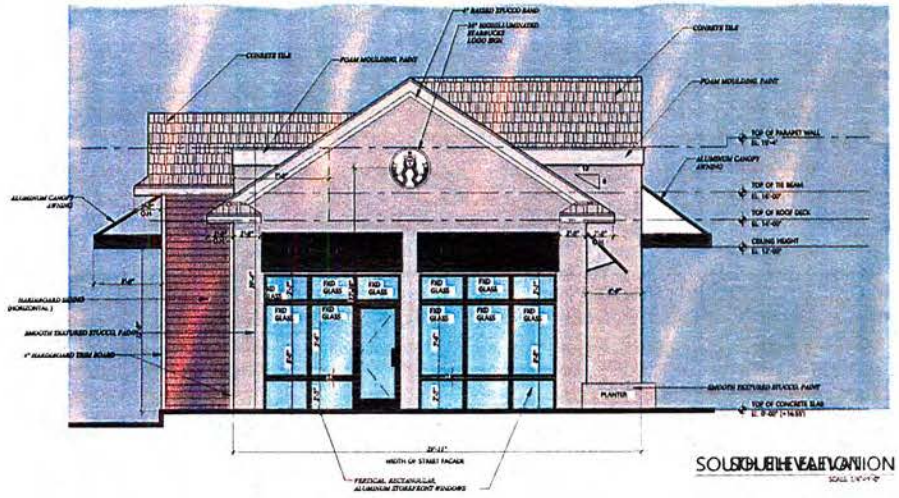
A2.0

PROVIDED ARCHITECTURAL ELEMENTS

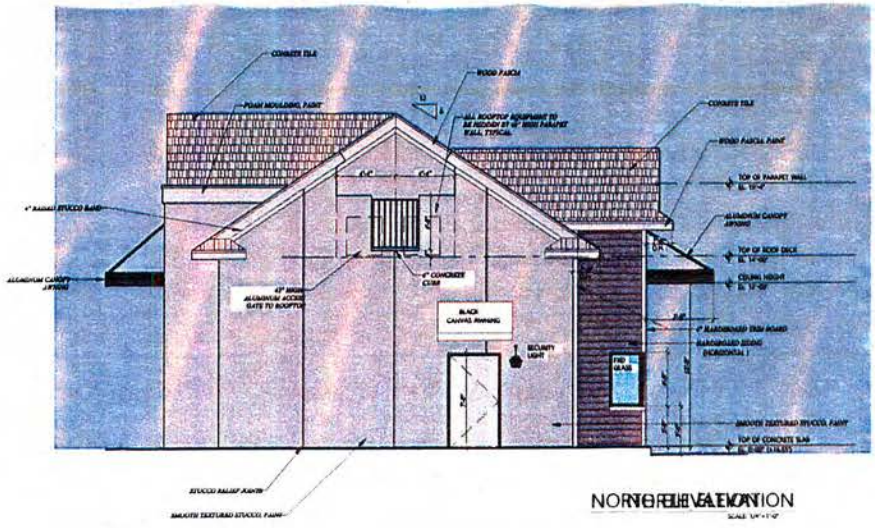
1. CANOPIES
2. PEDESTRIAN COURTYARD OF 450 SF.
3. VERTICAL RECTANGULAR WINDOWS
4. GRANDE OVER ENTRY DOOR
5. PAVERS AT ENTRANCE
6. HORIZONTAL SIDING (HARDIBOARD)

PAINT COLORS

SMOOTH TEXTURED STUCCO= SW 7030-MAPLE SHAD
HARDIBOARD SIDING= SW7030- GRAY AREA
TRIM AND MOULDING=SW 7036 MODERATE WHITE
WINDOWS/ DOORS= BRONZE
ALUMINUM CANOPY= BLACK
ROOF TILE= WHITE/TAN/GRAY BLEND
SIGNAGE= TRADITIONAL GREEN AND WHITE STARBUCKS LOGO COLORS



SOUTH ELEVATION



NORTH ELEVATION

RECEIVED

OCT 25 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

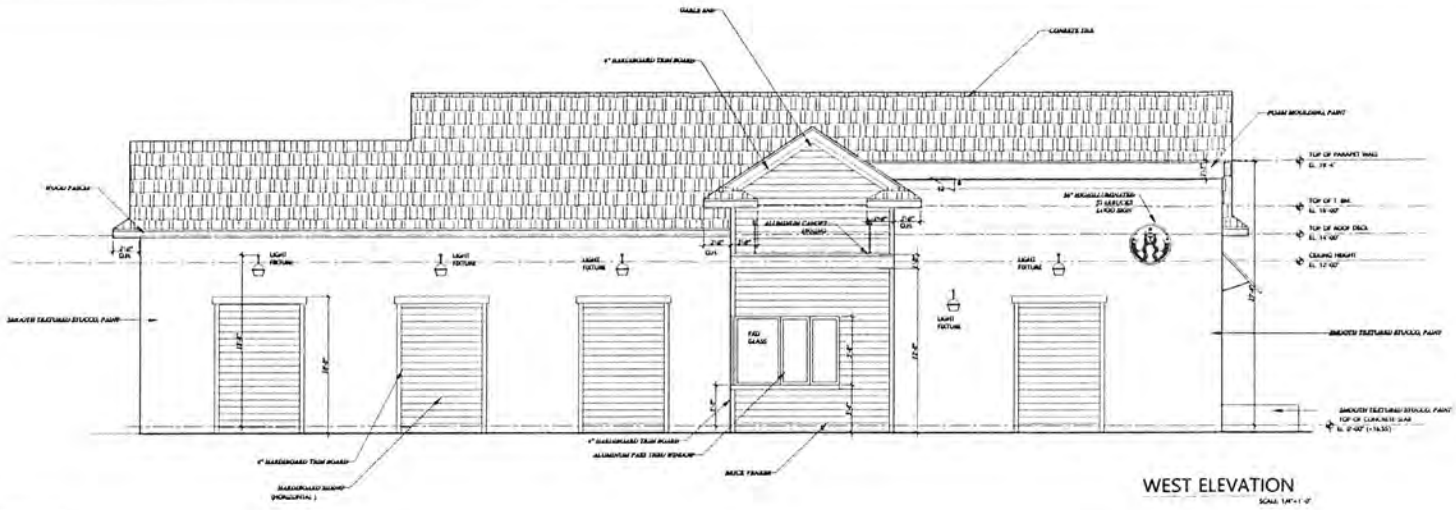
SEAL

REVISIONS

GERALD BELGRAVE DESIGNS, LLC
Architect Planner Interior Designer
4825 N.W. 86th AVE. LAUDERHILL, FLORIDA 33319
Phone (954) 298-2546

STARBUCKS-PORT ST. LUCIE BOULEVARD
176 S.W. PORT ST. LUCIE BOULEVARD
PORT ST. LUCIE, FL 34984

Drawing No.
A2.1

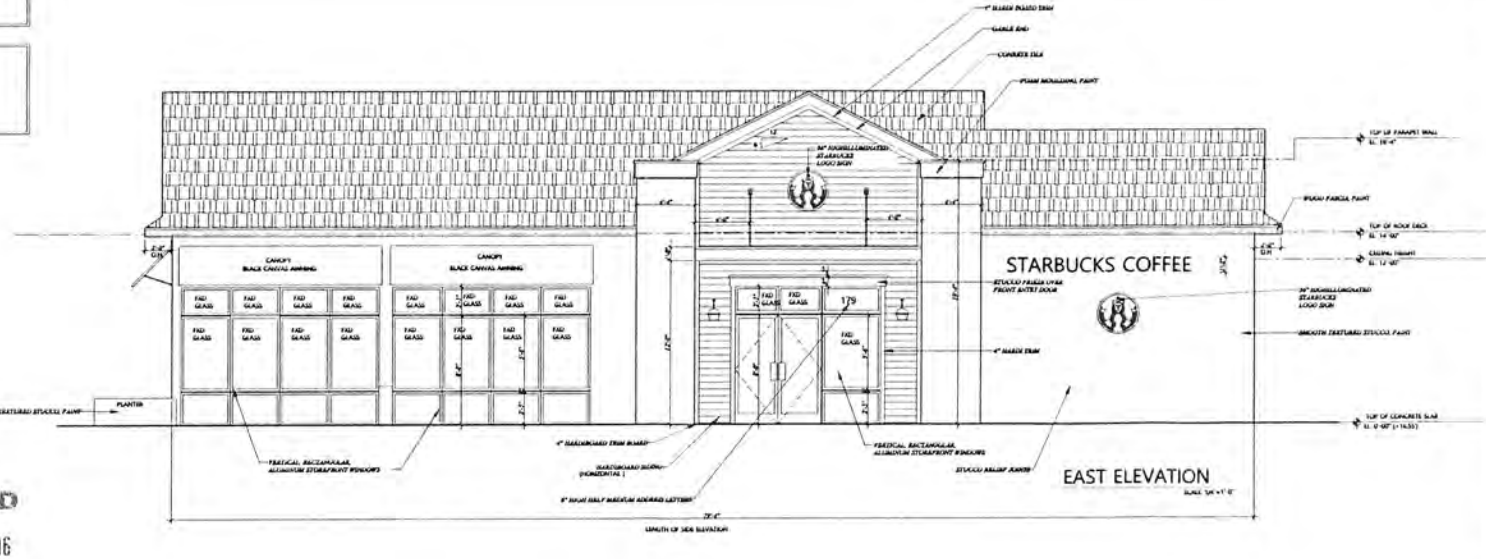


PROVIDED ARCHITECTURAL ELEMENTS

1. CANOPIES
2. PEDESTRIAN COURTYARD OF 450 S.F.
3. VERTICAL RECTANGULAR WINDOWS
4. CONNECT OVER ENTRY DOOR
5. PAVERS AT ENTRANCE
6. HORIZONTAL SIDING (HARDBOARD)

PAINT COLORS

SMOOTH TEXTURED STUCCO= SW 7000 VIRTUAL GRAY
HARDBOARD SIDING= SW7551 GRAY AREA
TRIM AND MOULDINGS=6180 MOLDRATE WHITE
WINDOWS/ DOORS= BRONZE
ALUMINUM CANOPY= BLACK
ROOF TILE= WHITE/TAN/GREY BLEND
SIGNAGE= TRADITIONAL GREEN AND WHITE STARBUCKS LOGO COLORS



RECEIVED
OCT 25 2016
PLAN... ...ARTMENT
CITY O... ...UCIE, FL

SEAL

REVISIONS

GERALD BELGRAVE DESIGNS LLC
Architect, Planner, Interior Designer
4825 N.W. 66th AVE LAUDERHILL FLORIDA 33319
Phone (954) 296-2540

STARBUCKS-FORT ST. LUCIE BOULEVARD
179 S.W. PORT ST. LUCIE BOULEVARD
PORT ST. LUCIE FL 34984

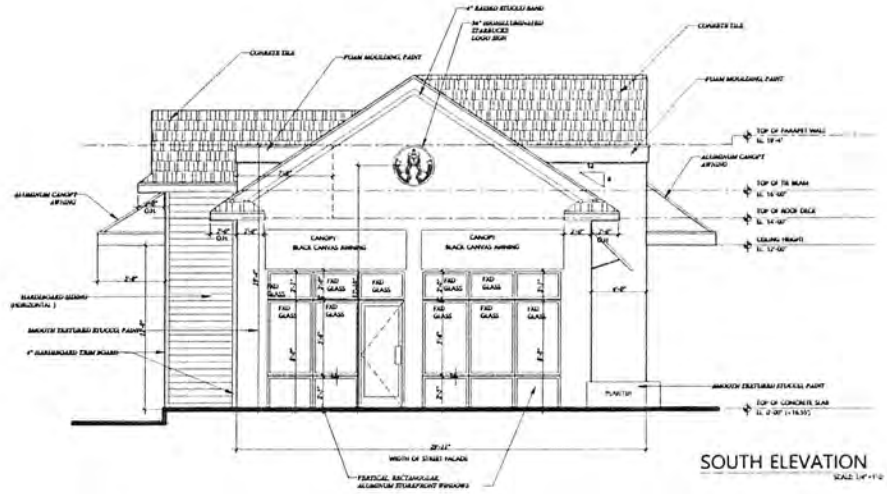
Drawing No.
A2.0

PROVIDED ARCHITECTURAL ELEMENTS

1. CANOPIES
2. PEDESTRIAN COURTYARD OF 400 S.F.
3. VERTICAL RECTANGULAR WINDOWS
4. CORNICE OVER ENTRY DOOR
5. PAVERS AT ENTRANCE
6. HORIZONTAL SIDING (HARDIBOARD)

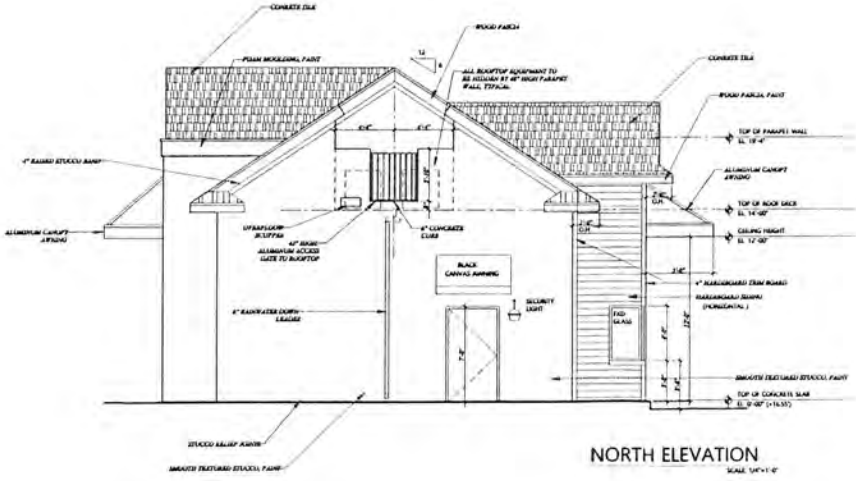
PAINT COLORS

SMOOTH TEXTURED STUCCO= SW 7030-LAPIS SKY
HARDIBOARD SIDING= SW7016- SMART WHITE
TRIM AND MOULDINGS=SW 7030 MODERATE WHITE
WINDOWS/ DOORS= BRONZE
ALUMINUM CANOPY= BLACK
ROOF TILE= WHITE/TAN/GREY BLEND
AWNING= TRADITIONAL GREEN AND WHITE STARBUCKS LOGO COLORS



SOUTH ELEVATION

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



NORTH ELEVATION

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

RECEIVED
OCT 25 2016
PLANNING DEPARTMENT
PORT ST. LUCIE, FL

SEAL

REVISIONS

10-12-2016	STANDARD REVISION

GERALD BELGRAVE DESIGNS, LLC
Architect Planner Interior Designer
4820 N.W. 66th AVE. LAUDERHILL, FLORIDA 33319
Phone (954) 298-7342
Arc. No. 0-1129

STARBUCKS-PORT ST. LUCIE BOULEVARD
175 S.W. PORT ST. LUCIE BOULEVARD
PORT ST. LUCIE, FL. 34984

Job No. 2004
Date 7-7-2016
Drawn by JB
Checked by

ARCHITECTURAL
Drawing No.
A2.1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7J
Meeting Dates: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Motion: Minor Site Plan Application - Suits U Lucie (P16-088)

Submittal Date: 10/25/2016

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

BACKGROUND: The proposed project consists of a 1,903 square foot one story freestanding restaurant with a drive-through. The special exception to allow a drive-through in the CG (General Commercial) Zoning District per Section 158.124(C)(12) of the Zoning Code was approved by City Council on October 24, 2016 (Resolution 16-80).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

NOTICE/ADVERTISING: None required.

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the site plan application at their September 14, 2016 meeting.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: The property is located on the northeast corner of Wayne Street and Port St. Lucie Boulevard.

ATTACHMENTS: Staff report, maps, application, elevations, site plan, and landscape plan.

PT/kh

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NOV 0 1 2016
CITY MANAGER'S OFFICE

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **CITY COUNCIL – MEETING OF NOVEMBER 14, 2016**

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

RE: **SUITS U LUCIE - TACO BELL**
MINOR SITE PLAN APPLICATION
PROJECT NO. P16-088

DATE: **OCTOBER 25, 2016**

PROPOSED PROJECT: The proposed use is a 1,903 square foot fast food restaurant with a drive-through.

APPLICANT: Cornelison Engineering and Design, Inc.

OWNER: Suits U Lucie, LLC

LOCATION: The property is located on the northeast corner of Wayne Street and Port St. Lucie Boulevard.

LEGAL DESCRIPTION: The property is legally described as Lots 1, 2, 22, and 23; Block 703; Port St. Lucie Section 18.

SIZE: 0.92 acres

FUTURE LAND USE: CG (General Commercial)

EXISTING ZONING: CG (General Commercial)

EXISTING USE: Commercial development on lots 1 and 23, and single family residences on lots 2 and 22.

SURROUNDING USES:

	Future Land Use	Zoning	Existing Use
N	RL	RS-2	Single family residence
S	CG	CG	Commercial development and vacant land
E	CG	RS-2	Vacant land
W	CG	P	Commercial development

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 applicant has provided information on the site plan that states that the number of average weekday trips projected for a coffee shop with drive through to be generated (ITE 937) is 472 daily trips. The proposed project is projected to generate 31 a.m. peak hour trips and 43 p.m. peak hour trips. Trip projections were calculated by using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. It is not expected to adversely affect the transportation level of service for the adjacent roads.

Parks/Open Space: NA

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

Solid Waste: 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 restaurant is a permitted use in the CG (General Commercial) zoning district. The drive-through is a special exception use in the CG Zoning District per Section 158.124(C)(12) of the Zoning Code. Coffee Port St. Lucie, LLC drive-through Special Exception Use (P16-087) was approved by City Council on October 24, 2016 (Resolution 16-80).

Building Height: The proposed height of the building is approximately 27 feet. The maximum allowed height of a building in the CG (General Commercial) zoning district is 35 feet.

Setbacks: The proposed setbacks shown on the north, south, east, and west sides of the site plan are in accordance with the required setbacks of the CG (General Commercial) zoning district.

Parking: The site is required to have 26 parking spaces and 28 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. The elevations are attached.

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: The site has previously been developed.

Wildlife Protection: The site has previously been developed.

OTHER:

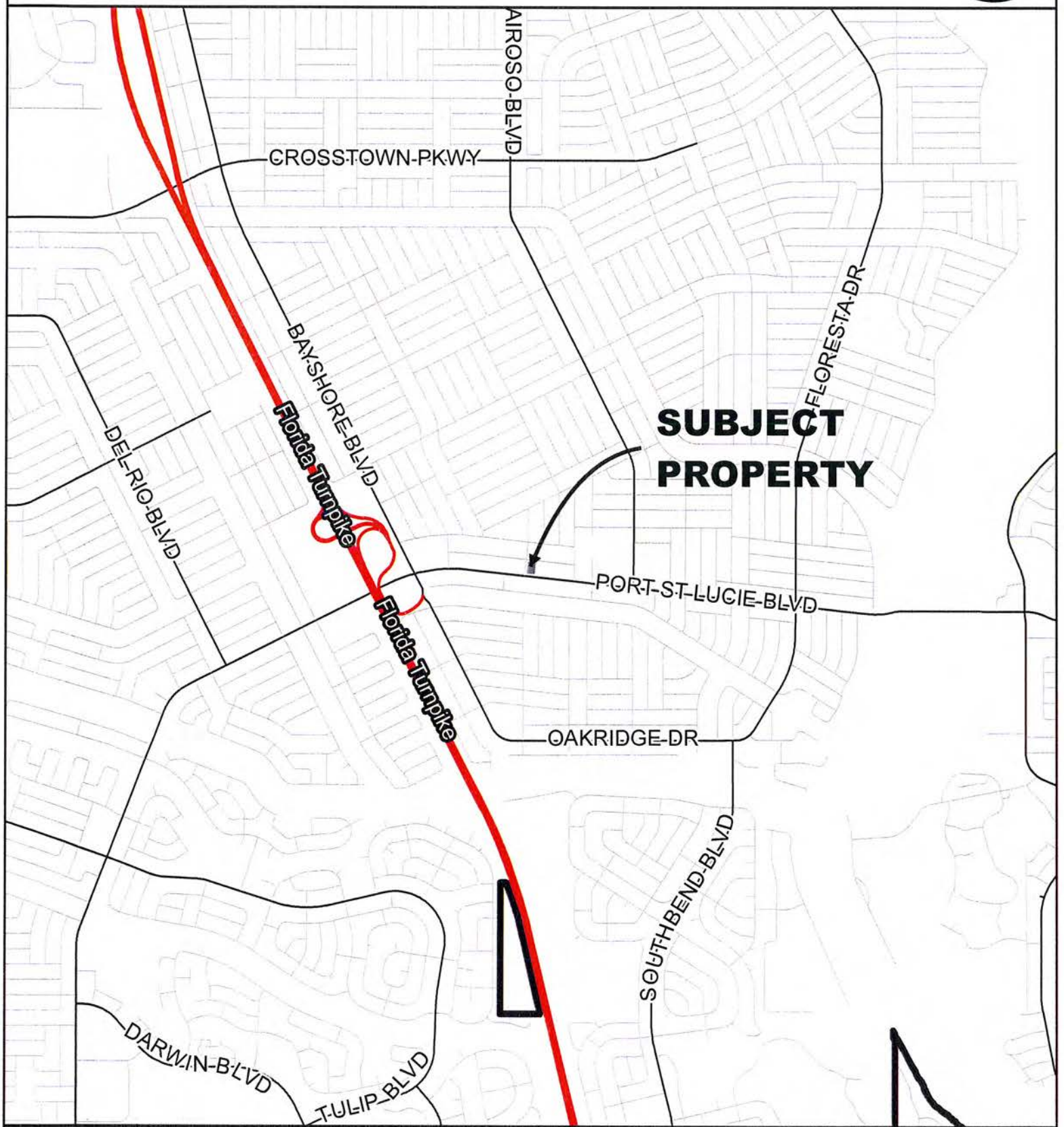
Fire District: The access location (external and internal) has been reviewed by the Fire District for safety purposes.

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 and therefore this is not applicable.

STAFF RECOMMENDATION: The Site Plan Review Committee reviewed the request at their meeting on September 14, 2016 and unanimously recommended approval. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan and recommends approval with the following conditions:

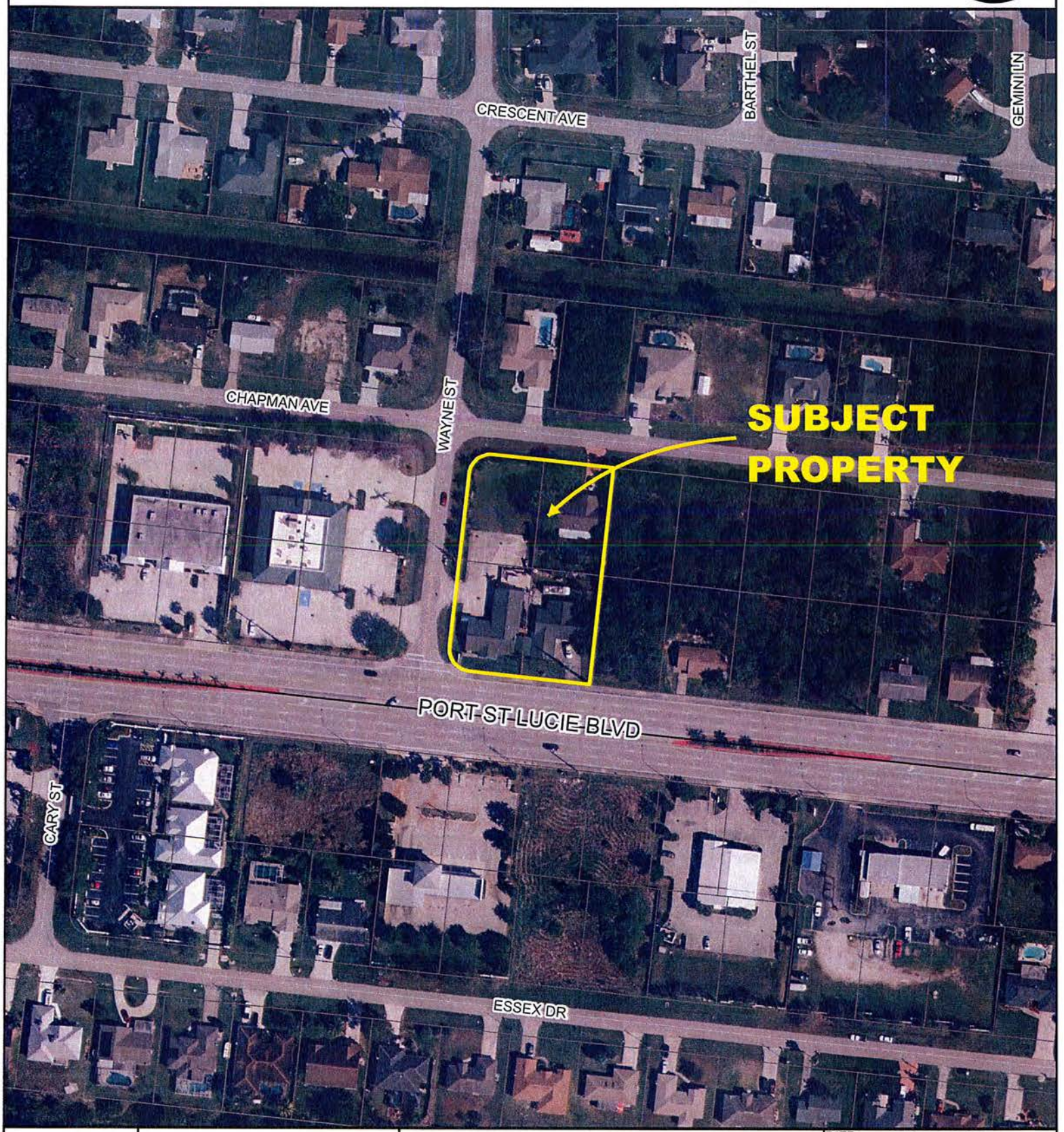
1. The Cross Access Easement Agreement shall be executed and recorded prior to issuance of a building permit.
2. The required landscape buffer wall shall be completed prior to the issuance of the foundation permits for the building.

GENERAL LOCATION



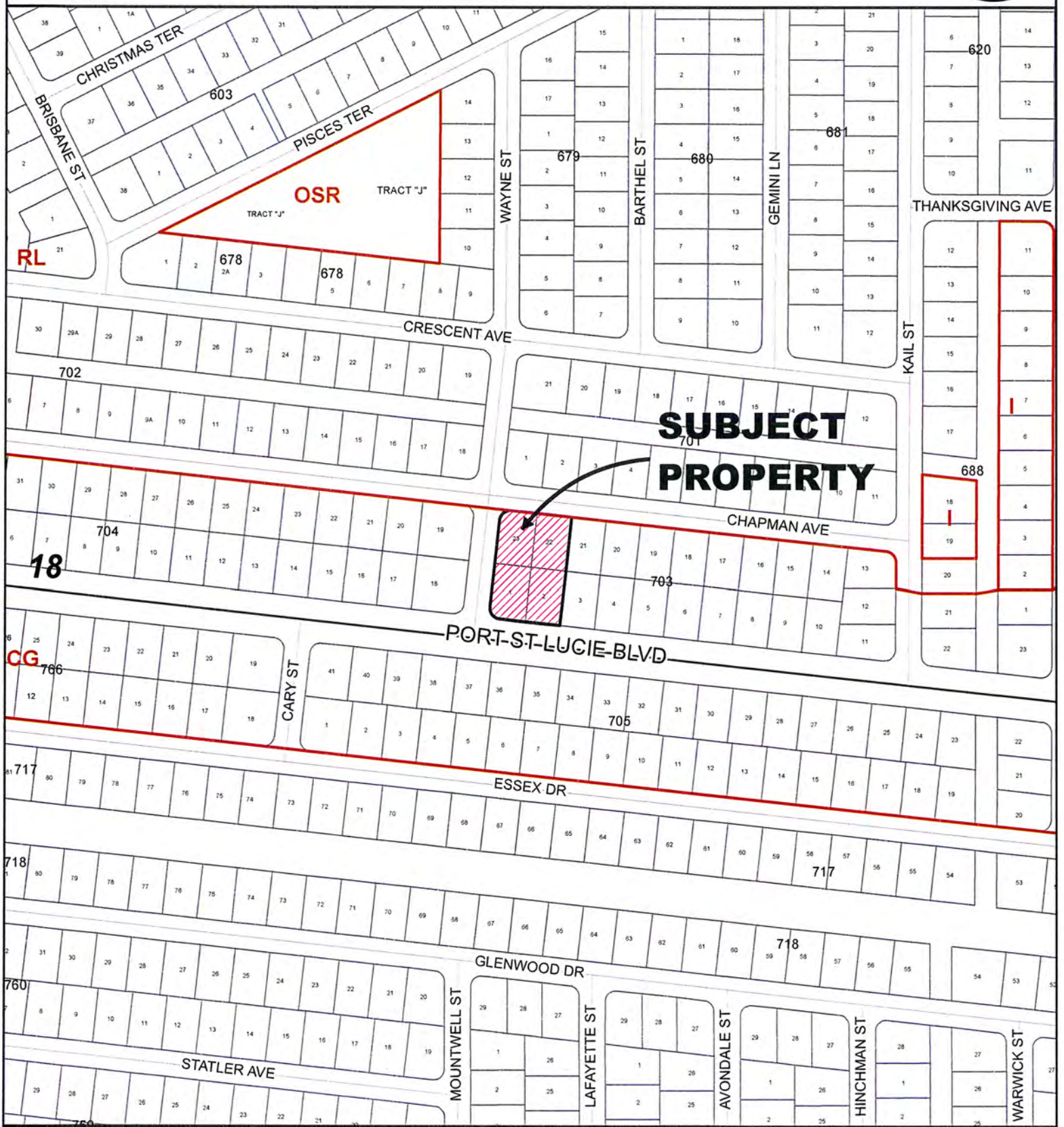
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUITS U LUCIE SITE PLAN SECTION 18, BLOCK 703, LOTS 1, 2, 22 & 23	DATE: 6/29/2016 APPLICATION NUMBER: P16-088 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



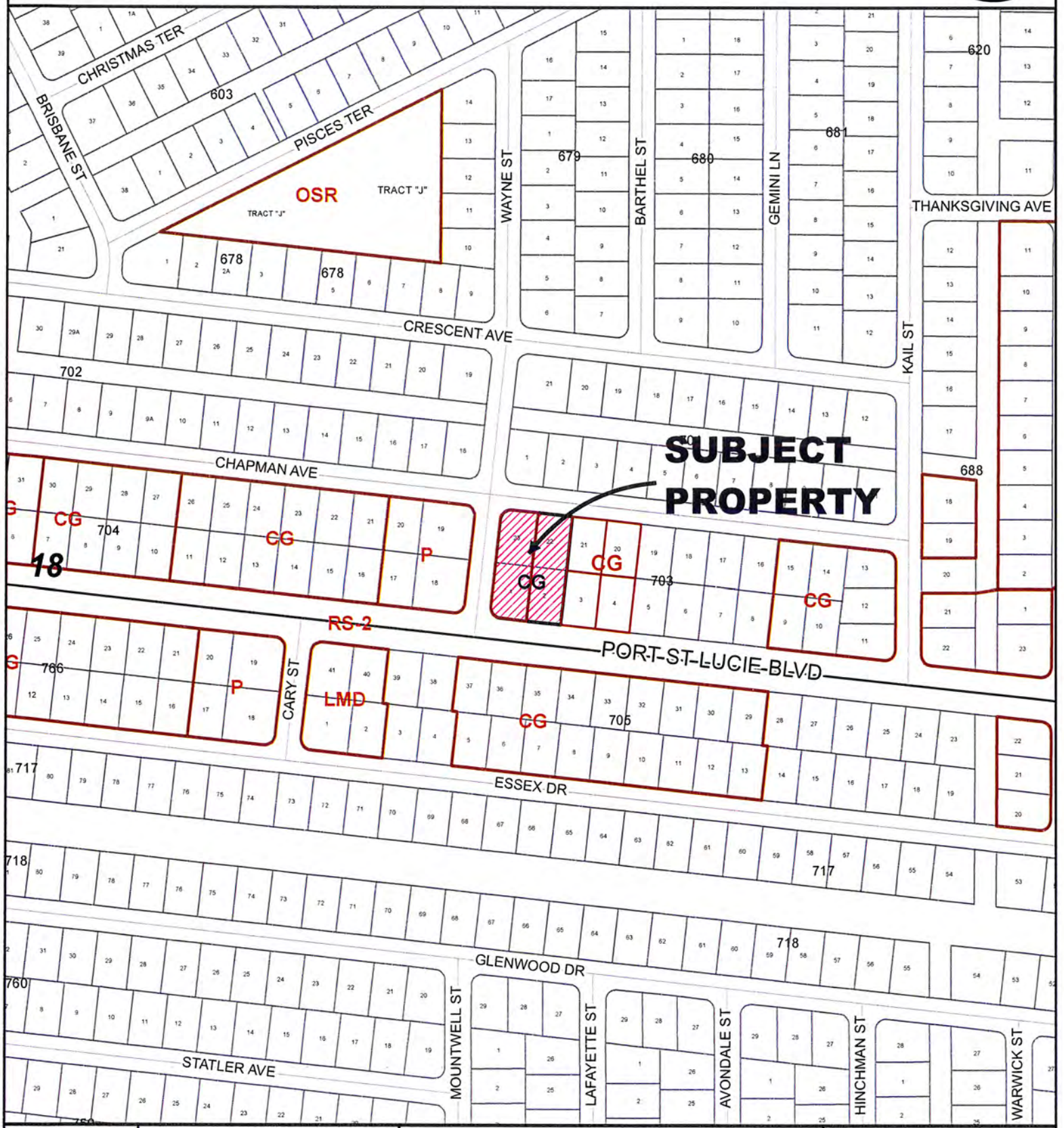
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUITS U LUCIE SITE PLAN SECTION 18, BLOCK 703, LOTS 1, 2, 22 & 23 AERIAL DATE 2014	DATE: 6/29/2016 APPLICATION NUMBER: P16-088 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUITS U LUCIE SITE PLAN SECTION 18, BLOCK 703, LOTS 1, 2, 22 & 23	DATE: 6/29/2016 APPLICATION NUMBER: P16-088 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUITS U LUCIE

SITE PLAN

SECTION 18, BLOCK 703, LOTS 1, 2, 22 & 23

DATE:	10/26/2016
APPLICATION NUMBER:	P16-088
USER:	patricias
SCALE:	1 in = 300 ft

CORNELISON ENGINEERING & DESIGN, INC.

38039 Old 5th Avenue
Zephyrhills, FL 33542
Tel. (813) 788-7835
Fax. (813) 788-7062
www.cornelison-eng.com

August 16, 2016

AUG 17 2016
MENT

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
(772) 871-5282

RE: **PROJECT NARRATIVE**
Taco Bell – 191 SW Port St. Lucie Blvd.
Port St. Lucie, FL
Parcel ID No. 3420-585-1172-000-0; 3420-585-1193-000-3; 3420-585-1173-000-7

To Whom It May Concern:

This project involves the construction of a Taco Bell fast food restaurant located on 0.94± acres at the above referenced address in the city limits of Port St. Lucie, Florida.

The property is located east of SW Wayne Street between Port St. Lucie Boulevard and SW Chapman Avenue. The site is bound on the north (rear) by the right-of-way for SW Chapman Avenue and residential homes; on the east (left) by the right of way for SW Wayne Street and retail; on the west (right) by residential property; and on the south (front) by the right of way of Port St. Lucie Boulevard and commercial/retail. The site currently exists as a retail/office building and two residential homes. The existing buildings and infrastructure will be demolished to construct the proposed 1,901 SF fast food restaurant.

A rezoning application was submitted and the project has been rezoned from RS-2 and P to CG. The rezoning was approved at the second City Council reading on August 8, 2016 (Ordinance 16-48). The current future land use designation is Commercial Limited, which is consistent with the proposed use.

A special exception use to allow for the drive-thru service (per Sec. 158.122(c)(4)) has been submitted and is currently under review.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,
CORNELISON ENGINEERING & DESIGN, INC.

Craig L. Cornelison, P.E.
Florida PE #55433

CLC:mac
cc: File

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P16 · 088
Fees (Nonrefundable) $ 2,345.00 Arch.: $ 515.00
Receipt #'s: 96499

PRIMARY CONTACT EMAIL ADDRESS: gary@gjgrewe.com and craig@cornelison-eng.com

PROJECT NAME: Taco Bell

LEGAL DESCRIPTION: Lots 1, 2, 22, and 23, Block 703, Port St. Lucie Section 18, Plat Book 13, Page 17, Public Records of St. Lucie County, FL

LOCATION OF PROJECT SITE: 191 SW Port St. Lucie Blvd.

PROPERTY TAX I.D. NUMBER: 3420-585-1172-000-0; 3420-585-1173-000-7; 3420-585-1193-000-3

STATEMENT DESCRIBING IN DETAIL

THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: Construction of a new Taco Bell restaurant with related site infrastructure

RECEIVED
AUG 17 2016
PLANNING & ZONING DEPARTMENT
PORT ST. LUCIE, FL

GROSS SQ. FT. OF STRUCTURE (S): 2,000± SF

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

UTILITIES & SUPPLIER: Water & sewer: City of Port St. Lucie Utility System
Electric: FP&L; Gas: Florida City Gas

GROSS ACREAGE & SQ. FT. OF SITE: 40,900± SF; 0.92 acres± **ESTIMATED NO. EMPLOYEES: 30 - 8 per shift

FUTURE LAND USE DESIGNATION: Commercial General (CG) ZONING DISTRICT: P - Professional (Lots 1 & 23) and RS-2 Single Family Residential (Lots 2 & 22)

OWNER(S) OF PROPERTY:
Name, Address, Telephone & Fax No.: Suits U Lucie, LLC
9109 Watson Road, Suite 400, St. Louis, MO 63126
Tel. 314-962-6300; Fax 314-962-7877

APPLICANT OR AGENT OF OWNER:
Name, Address, Telephone & Fax No.: Cornelison Engineering & Design, Inc., Craig L. Cornelison, P.E.
38039 Old 5th Avenue, Zephyrhills, FL 33542
Tel. 813-788-7835; Fax 813-788-7062

PROJECT ARCHITECT/ENGINEER:
(Firm, Engineer Of Record, Florida Registration No., Contact Person, Address, Phone & Fax No.) Cornelison Engineering & Design, Inc., Craig L. Cornelison, P.E.
FL PE #55433; craig@cornelison-eng.com
38039 Old 5th Avenue, Zephyrhills, FL 33542
Tel. 813-788-7835; Fax 813-788-7062

- 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
	Gary J Grewe	Manager	8/12/16

Prepared by and Return to:
Sue Meitner , an employee of
First International Title, Inc.
201 SW Port St. Lucie Blvd
Suite 205
Port St. Lucie, FL 34984

File No.: 75441-40

WARRANTY DEED

This indenture made on May 16 2016, by **Flynn D. Case, individually and as Trustee of the Flynn D. Case Revocable Living Trust Agreement dated September 30, 2002,** hereinafter called the "grantor",

to **Suits U Lucie, L.L.C., a Missouri limited liability company** whose address is: 120 S. Central Ave., Suite 1800 St. Louise, MO 63105 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Lucie** County, **Florida,** to-wit:

Lot 2, Block 703, PORT ST. LUCIE SECTION EIGHTEEN, according to the Plat thereof, recorded in Plat Book 13, Page(s) 17, 17A to 17K of the Public Records of St. Lucie County, Florida.

SAID PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR, NOR CONTIGUOUS TO HIS HOMESTEAD

Parcel Identification Number: 3420-585-1173-000/7

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2015.

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

Flynn D. Case Revocable Living Trust Agreement, dated September 30, 2002

Flynn D. Case, individually and as Trustee

Signed, sealed and delivered in our presence: (2 seperate witnesses)

Witness Signature

Print Name: Kelsey Potter

Witness Signature

Print Name: Ian Gossack

State of Oregon

County of POLK

The Foregoing Instrument Was Acknowledged before me on **this 18 day of May, 2016** by **Flynn D. Case, individually and as Trustee of the Flynn D. Case Revocable Living Trust Agreement dated September 30, 2002,** who is ~~are~~ personally known to me or who has/have produced a valid _____ as identification.

Notary Public

Printed Name: RAMZI GREGORY

My Commission expires: 3/27/2020

OFFICIAL STAMP
RAMZI GREGORY
NOTARY PUBLIC-OREGON
COMMISSION NO. 948875
MY COMMISSION EXPIRES MARCH 27, 2020

(Seal)

Prepared by and return to:
Sue Meitner
First International Title - Port St. Lucie Branch
201 SW Port St. Lucie Blvd., Suite 205
Port St. Lucie, FL 34984

File Number: 75440-40

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 18th day of May, 2016, between Thomas Allen, a single man, whose post office address is 5267 NW 55th Street, Coconut Creek, FL 33073, grantor, and Suits U Lucie, L.L.C., a Missouri limited liability company whose post office address is 120 S. Central Ave., Suite 1800, St. Louise, MO 63105, grantee:

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

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

Lot 22, Block 703, PORT ST. LUCIE SECTION EIGHTEEN, according to the Plat thereof, recorded in Plat Book 13, Page(s) 17, 17A to 17K of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3420-585-1193-000/3

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, 2015.

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

Signed, sealed and delivered in our presence

Witness Name: SHIRLEY M. HARRIS

Thomas Allen

Witness Name:

State of Florida

County of St Lucie

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas Allen, she (__) is personally known to me or (__) has produced _____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

Notary Public State of Florida
Susan D Meitner
My Commission FF 12003
Expires 05/25/2018

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4195303 OR BOOK 3874 PAGE 848, Recorded 06/01/2016 at 10:21 AM
Doc Tax: $2356.20

Prepared by and Return to:
Sue Meitner, an employee of
First International Title, Inc.
201 SW Port St. Lucie Blvd.
Suite 205
Port St. Lucie, FL 34984

File No.: 75438-40

WARRANTY DEED

This indenture made on May 18th 2016, by **Del-Rio Development Inc, an Oregon corporation,** hereinafter called the "grantor",

to **Suits U Lucie, L.L.C., a Missouri limited liability company** whose address is: 120 S. Central Ave., Suite 1800 St. Louise, MO 63105 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Lucie** County, **Florida,** to-wit:

Lots 1 and 23, Block 703, PORT ST. LUCIE SECTION EIGHTEEN, according to the Plat thereof, recorded in Plat Book 13, Page(s) 17, 17A to 17K of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3420-585-1172-000/0

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2015.

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

Del-Rio Development Inc., an Oregon Corporation

By: ✓ _____
Flynn Case, as President

Signed, sealed and delivered in our presence: (2 Seperate Witnesses)

✓ _____
Witness Signature
Print Name: ✓ _____

✓ _____
Witness Signature
Print Name: ✓ Ian Gossack

State of Oregon
County of ✓ OREGON

The Foregoing Instrument Was Acknowledged before me on this ✓ 18th day of May, 2016, by **Flynn Case, as President of Del-Rio Development Inc, an Oregon corporation** who is/are personally known to me or who has/have produced the following as identification: _____.

✓ _____
Notary Public
Printed Name: RAMZI GREGORY
My Commission expires: 3/27/2020

OFFICIAL STAMP
RAMZI GREGORY
NOTARY PUBLIC-OREGON
COMMISSION NO. 948875
MY COMMISSION EXPIRES MARCH 27, 2020

(Seal)

SUITS U LUCIE, L.L.C.

Agent of Record Letter

TO THE CITY OF PORT ST. LUCIE AND/OR ST. LUCIE COUNTY DEVELOPMENT REVIEW DIVISION AND/OR THE DEVELOPMENT REVIEW COMMITTEE, PLANNING COMMISSION, BOARD OF COUNTY COMMISSIONERS, WATER MANAGEMENT DISTRICT, FDEP AND FDOT.

For the properties identified as Parcel ID number 3420-585-1172-000-0; 3420-585-1173-000-7; 3420-585-1193-000-3, I, Gary J. Grewe, Manager for Suits U Lucie, LLC, hereby designate and appoint Cornelison Engineering & Design, Inc. as my/our Agent of Record for the purposed of representing me/us during the Development Review Process and/or hearing process, including without limitation site plan review, construction plan review, utility and drainage plan review and signage. My/our Agent of Record is hereby vested with authority to make any representations, agreements, or promises that are necessary or desirable in conjunction with the review process. My Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity.

Date: 8/12/16

Gary J. Grewe
Applicant/Owner (Print)

Applicant/Owner Signature

Manager
Applicant/Owner Title

9109 Watson Rd 4th Fl
Address

St. Louis, MO 63126
City, State, Zip

314-962-6300
Telephone

STATE OF MISSOURI
COUNTY OF ST. LOUIS

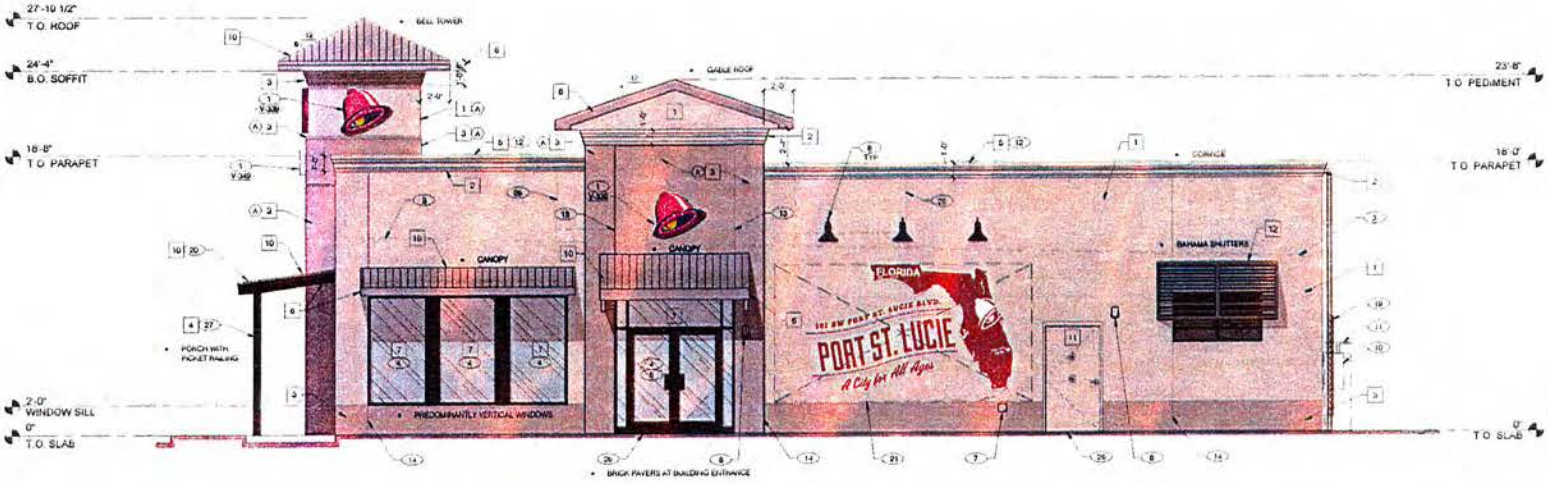
I HEREBY CERTIFY that on this day personally appeared before me this 12th day of August 2016 Gary J. Grewe, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of August 2016.

My Commission Expires: 4/17/20

ANGELA BAER
Notary Public - Notary Seal
State of Missouri, St Louis County
Commission # 12537451
My Commission Expires Apr 17, 2020

Angela Baer
NOTARY PUBLIC



EAST ELEVATION A

NOT USED 1

PSL DESIGN STANDARDS 2

ARCHITECTURAL ELEMENTS:

- PREDOMINANTLY VERTICAL RECTANGULAR WINDOWS
- BRICK PAVERS AT BUILDING ENTRANCE
- PORCH WITH PICKET RAILING
- BAHAMA SHUTTERS
- BELL TOWER
- CANOPY
- ARCHES

ROOF DESIGN

SEE CALCULATIONS FOR SLOPED ROOF ELEMENT PROPORTION OF TOTAL FACADE LENGTH - MORE THAN 25% ON STREET ELEVATION WITH 12 INCH RISE, 3 TIERED CORNICE NOTED FOR THE ADDITIONAL MIN 25%

ROOF SLOPE AT PITCHED ROOFS IS MIN 3:12

ARTICULATION

ARTICULATION MINIMUM 2' BETWEEN FACADE ELEMENTS IS ACHIEVED BASED ON ELEVATIONS SHOWN

GENERAL NOTES F

MISCELLANEOUS

A SEE SHT A1.1 WINDOW TYPES FOR WINDOW ELEVATIONS

B PROVIDE SMOOTH CAULK BLOCK AT RAFTER/WOOD AND ANCHOR ATTACHMENT LOCATIONS TO BUILDING

SEALERS (REFER TO SPECS)

A SEALANT AT ALL WALL AND ROOF PENETRATIONS

B SEALANT AT ALL WINDOW AND DOOR FRAMES AT HEAD AND JAMB. DO NOT SEAL SILL OF WINDOWS

C APPLY NEOPRENE GASKET (CONT.) BETWEEN BUILDING & CANOPY

"CRITICAL" DIMENSIONS

A REQUIRED CLEAR OPENING WIDTH TO ENSURE COORDINATION WITH STANDARD SIGNAGE BUILDING ELEMENTS DIMENSIONS

NOTE: NO EXTERIOR SIGNS ARE WITHIN THE SCOPE OF WORK COVERED BY THE BUILDING PERMIT APPLICATION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF ALL EXTERIOR SIGNS AND INSTALLATION OF REQUIRED BLOCKING AND ELECTRICAL CONNECTIONS FOR FINAL APPROVED SIGNS

G.C. TO PROVIDE AND PERMANENTLY MOUNT AN ADDRESS NUMBER SIGN OF HEIGHT, SIZE, COLOR, AND LOCATION TO COMPLY WITH LOCAL FIRE DEPARTMENT REQUIREMENTS

GENERAL NOTES E

ALL 2X FURRING OUTBOARD OF THE WATER RESISTANT BARRIER SHALL BE PRESSURE TREATED LUMBER

CONNECT THE 24 GAUGE S DECK THROUGH THE 3/8" PLYWOOD SHEATHING THE NAILS INTO THE 2X8 RAFTERS TO CONCEAL THEM USING (2) #10 23 GP TRIANGLE FANG TITE FASTENER WITH NEOPRENE WASHER AT 32" O.C. THE FASTENER ALONG THE WIDTH OF THE FANG AND THE STITCH FASTENERS ARE TO MATCH THAT OF THE "FANG SIDE LAP" TYPICAL" DETAIL ON THE ATTACHED

(1) BASE THICKNESS: 1" THICK STUCCO HEAVY LACE TEXTURE

STUCCO THICKNESS B

SIGNAGE SCHEDULE

SYM.	QTY	ITEM DESCRIPTION
V.349	4	TACO BELL "BELL" SIGN 36 1/4" W X 30 3/8" H
V.349	2	TACO BELL LETTERS SIGN 8" HIGH, WHITE, FLAT FACED

LED LAMINAL SIGNS

SIGNAGE SCHEDULE C

SYMBOL	AREA	MANUFACTURER	COLOR	ALTERNATE MFR.	ALTERNATE COLOR	CONTACT INFORMATION
1	[illegible]	SW [illegible]	SW [illegible]			SHERWIN WILLIAMS, BRAD PARKHURST 239-261-5600 X115 (PHONE) BRADLY.PARKHURST@SWPAINT.COM
1.1	[illegible]	SW [illegible]	SW [illegible]			
2	[illegible]	SW [illegible]	SW [illegible]			
4	[illegible]		DARK BRONZE			
5	[illegible]	N/A	SW [illegible]			
6	[illegible]	SW	SW [illegible]			
7	[illegible]		DARK BRONZE			
8	[illegible]	SW	YELLOW			
9	[illegible]	[illegible]	[illegible]			[illegible]
10	[illegible]		[illegible]			
11	[illegible]	SW	[illegible]			
12	[illegible]		[illegible]			

EXTERIOR FINISH SCHEDULE H

KEY NOTES D

1. BUILDING SEAL SEE SCOPE OF WORK
2. EAVE TRIM WINDOW SEE SHEET A1.0 AND A1.1
3. BRICK BEYOND
4. STONE FRONT TYPICAL
5. DOUBLE DOOR
6. SWITCH ELAVATION PANEL PAINT TO MATCH WALL
7. HOSE BIBB INSTALLED ON SMOOTH CMU BLOCK
8. LIGHT - REF ELECTRICAL
9. EXTERIOR SURFACE TO BE 6" BELOW THE FINISHED DOOR. REFER TO GRADING & DRAINAGE PLAN
10. EXTERIOR INSTANTANEOUS WATER HEATER
11. GAS LINE
12. PARAPET COPING PRE-FINISHED
13. RESILIENT WEDGE - SEE DETAIL 7 & 8
14. MASONRY CONTROL JOINT
15. GAS METER
16. WALL SHALL BE PROVIDED WITH TO ACCOMMODATE [illegible]
17. SCUPPER, COLLECTOR, AND INTERNAL DOWNSPOUT [illegible]
18. OVERFLOW SCUPPER IN CONJUNCTION WITH PARAPET WALL
19. [illegible]
20. [illegible]
21. [illegible]
22. [illegible]
23. BOLLARD
24. [illegible]
25. [illegible]
26. BRICK PAVERS AT ENTRANCE SEE CIVIL DRAWINGS
27. [illegible]
28. [illegible]

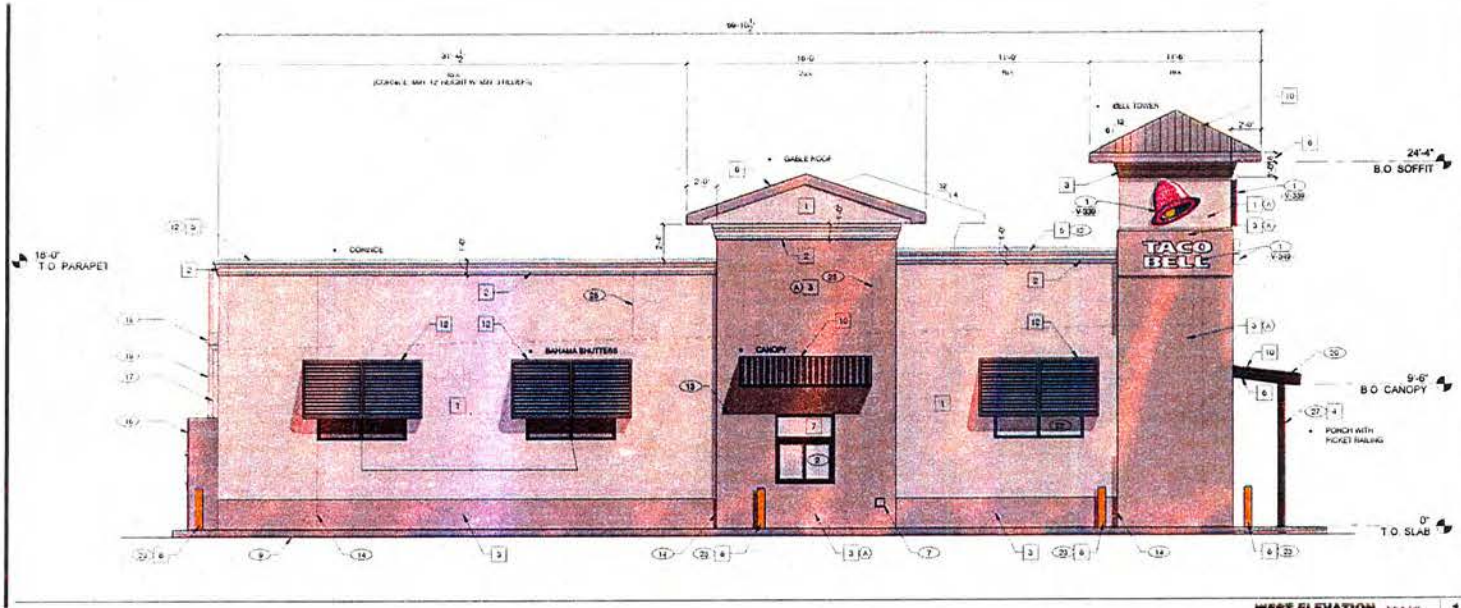
GLMV

INTERIM REVIEW ONLY

TACO BELL

EXTERIOR ELEVATIONS

A4.0



WEST ELEVATION 1

ARCHITECTURAL ELEMENTS:

- PREDOMINANTLY VERTICAL RECTANGULAR WINDOWS
- BRICK PAVERS AT BUILDING ENTRANCE
- PORCH WITH PICKET RAILING
- BAHAMA SHUTTERS
- BELL TOWER
- CANOPY
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ROOF DESIGN

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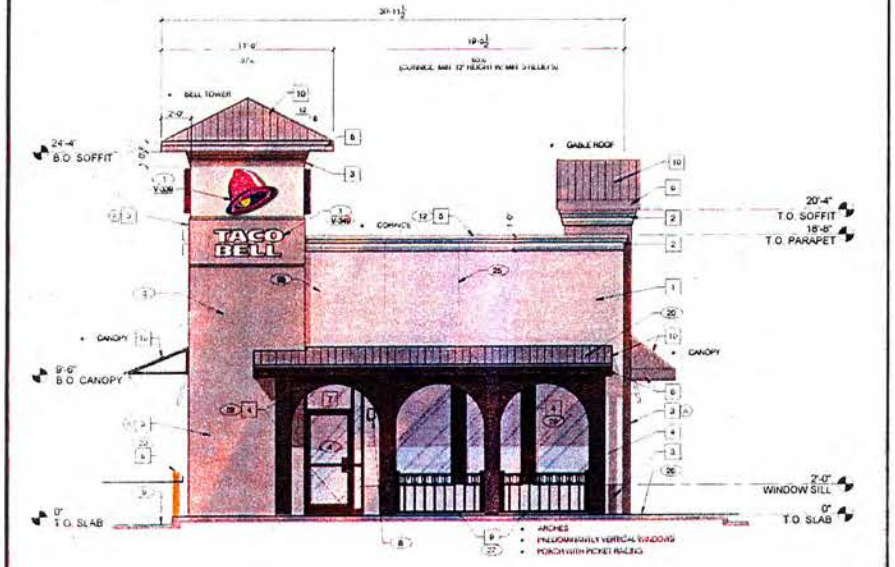
ROOF SLOPE AT PITCHED ROOFS IS MIN. 3:12

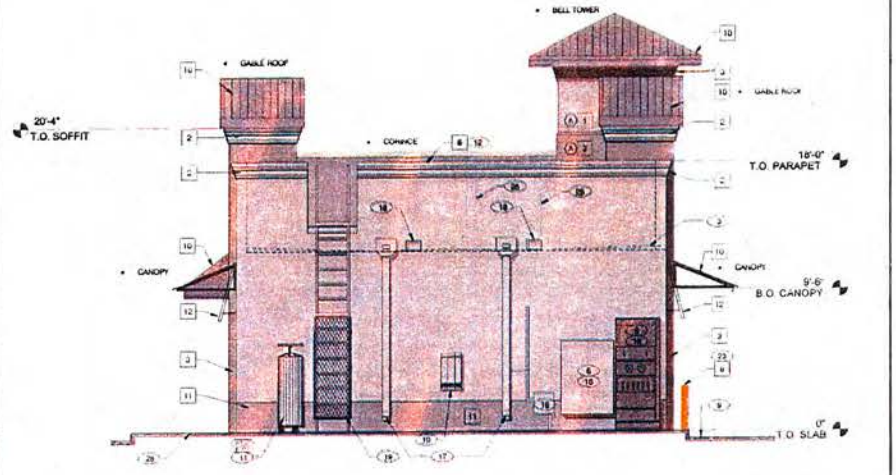
ARTICULATION

ARTICULATION MINIMUM 2 BETWEEN FACADE ELEMENTS IS ADHERED BASED ON ELEVATIONS SHOWN

PSL DESIGN STANDARDS A



SOUTH ELEVATION 2



NORTH ELEVATION 3

GLMV

INTERIM REVIEW ONLY

EXTERIOR ELEVATIONS

A4.1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7K
Meeting Date: 11/14/16

TO:	Mayor and City Council
THRU:	Patricia Roebling P.E., Interim City Manager
FROM:	Patricia A. Tobin, AICP, Planning and Zoning Director
Agenda Item:	Motion: Minor Site Plan Application – Gatlin Boulevard Kidney Dialysis Center (P16-137)
Submittal Date:	11/3/2016

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

BACKGROUND: The proposed project is to allow the construction of a 9,500 sq. ft. medical office building. The property is located on the northeast intersection of Gatlin Boulevard and Rosser Boulevard.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

NOTICE/ADVERTISING: None required.

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee recommended approval of the site plan on September 14, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: The property is located on the northeast intersection of Gatlin Boulevard and Rosser Boulevard.

ATTACHMENTS: Staff report, maps, application, site plan, and architectural elevation drawings.

PT/TK

RECEIVED
NOV 0 3 2016
CITY MANAGER'S OFFICE

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **CITY COUNCIL – MEETING OF NOVEMBER 14, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **GATLIN BOULEVARD DIALYSIS CENTER**
MINOR SITE PLAN APPLICATION
PROJECT NO. P16-137

DATE: **NOVEMBER 3, 2016**

PROPOSED PROJECT: The proposed project is to allow the construction of a 9,500 sq. ft. medical office building.

APPLICANT: Stephen Cooper, SCPE (Stephen Cooper, P.E. & Associates, Inc). The authorization letter is attached to the staff report.

OWNER: EKVM Properties Limited Partnership.

LOCATION: This property is located on the northeast intersection of Gatlin Boulevard and Rosser Boulevard.

LEGAL DESCRIPTION: Port St. Lucie Section 31, Block 1663, Lots 8 through 14.

SIZE: This site is approximately 1.61 acres.

EXISTING ZONING: P (Professional) zoning district.

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

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	RL	RS-2	Drainage canal
S	OSR	RS-2	Vacant land
E	ROI	P	Existing office building
W	ROI	P	Existing office building

CONCURRENCY REVIEW:

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

Sewer/Water Service: Port St. Lucie is the water and sewer service provider. A developer's agreement with the City Utility Systems Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: The applicant has provided a traffic statement per the Institute of Transportation Engineers Trip Generation 9th edition manual. It indicates that the project will generate 344 average daily trips with 172 trips inbound and 172 trips outbound. The p.m. peak hour trips are predicted to be a total of 34 trips which is split into 9 inbound trips and 25 outbound trips. It is not expected to adversely affect the transportation level of service for Gatlin Boulevard.

Parks/Open Space: The site plan shows 350 sq. ft. of useable open space with benches and meets the minimum requirement.

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

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

Public School Concurrency Analysis: This is not applicable.

ZONING REVIEW:

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

Use: The proposed use of the property is for a medical office building which is a permitted use in the P zoning district.

Building Height: The height of the proposed building is 32 feet. The maximum building height allowed in P zoning district is 35 feet.

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

Parking: The site is required to have 48 parking spaces and 48 are being provided, including 4 handicapped parking spaces.

Dumpster Enclosure: The site plan includes a dumpster enclosure (12' x 24') allowing for both general and recyclable refuse.

Architectural Design Standards: This project has been reviewed and found in compliance with the Citywide Design Standards.

NATURAL RESOURCE PROTECTION REVIEW:

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

Environmental: The applicant has provided a tree mitigation plan and it shows the credits for the preserved and the proposed trees exceeds the debits for the trees to be removed from the site. The applicant has to obtain a clearing permit prior to construction of the building.

Wildlife Protection: No listed species were identified on the site. A gopher tortoise survey will be required prior to issuance of building permit.

OTHER:

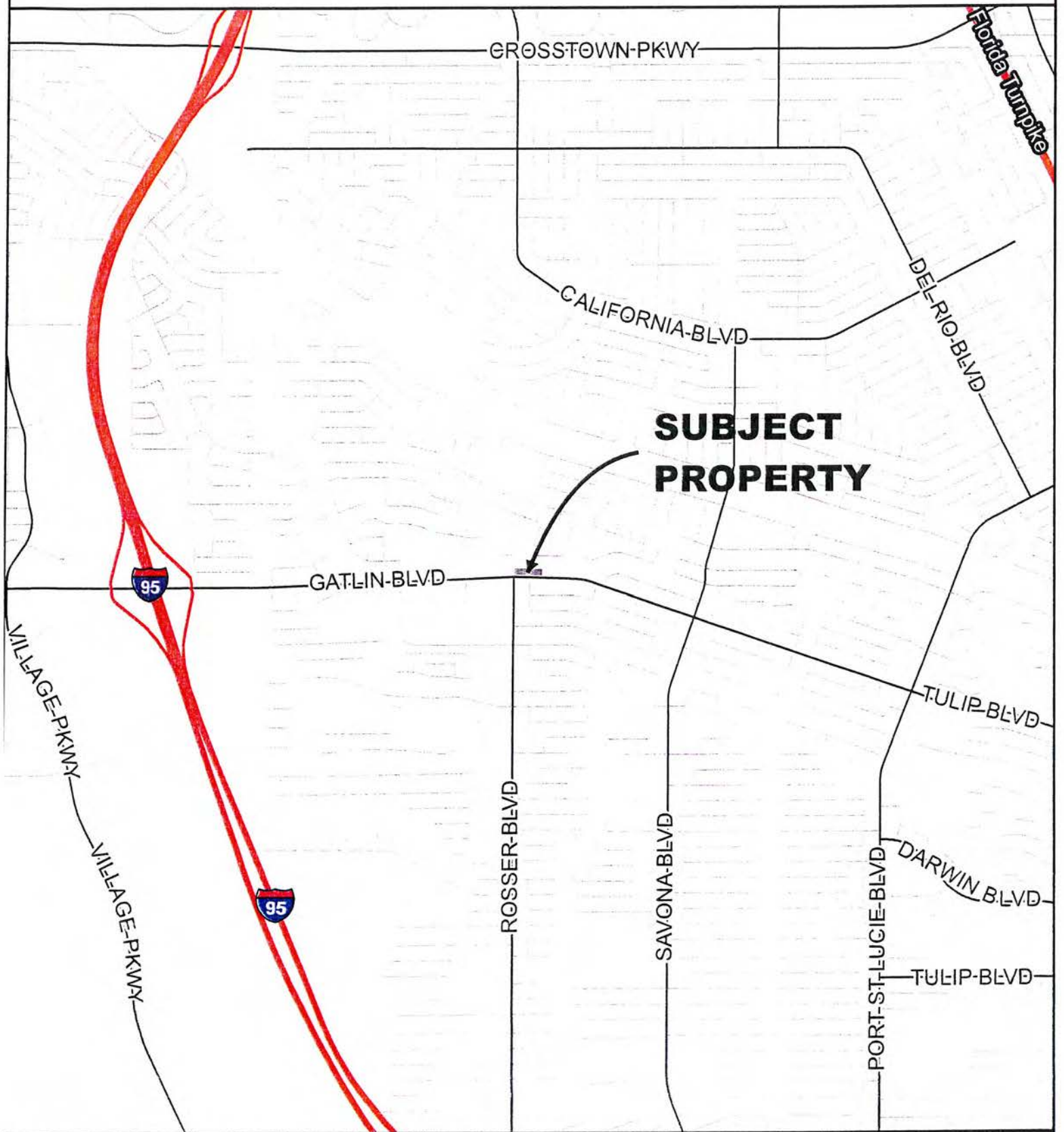
Fire District: The access location has been approved by the Fire District for safety purposes.

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

STAFF RECOMMENDATION:

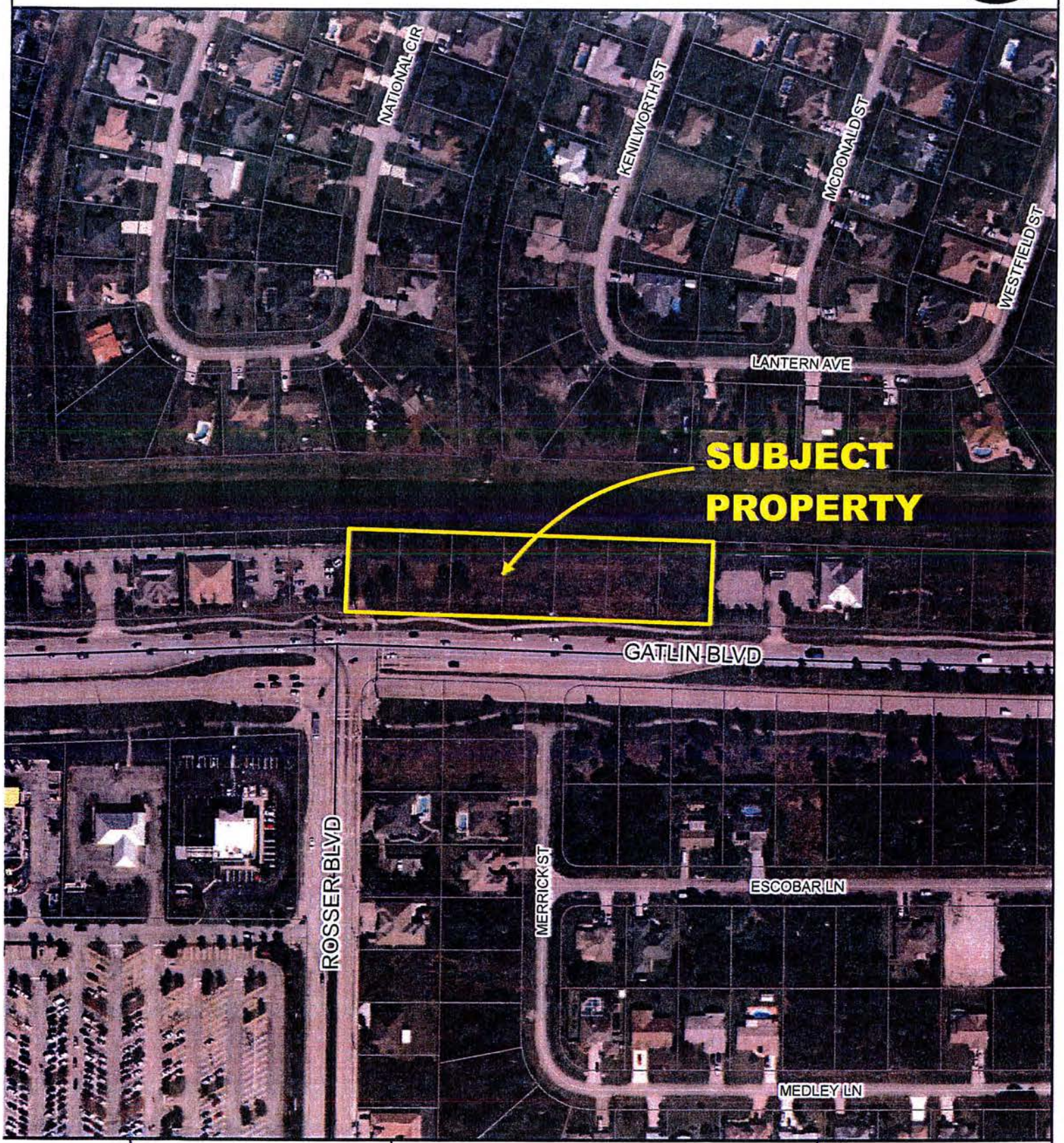
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan, and recommends approval. On September 14, 2016, the Site Plan Review Committee recommended approval of the site plan.

GENERAL LOCATION



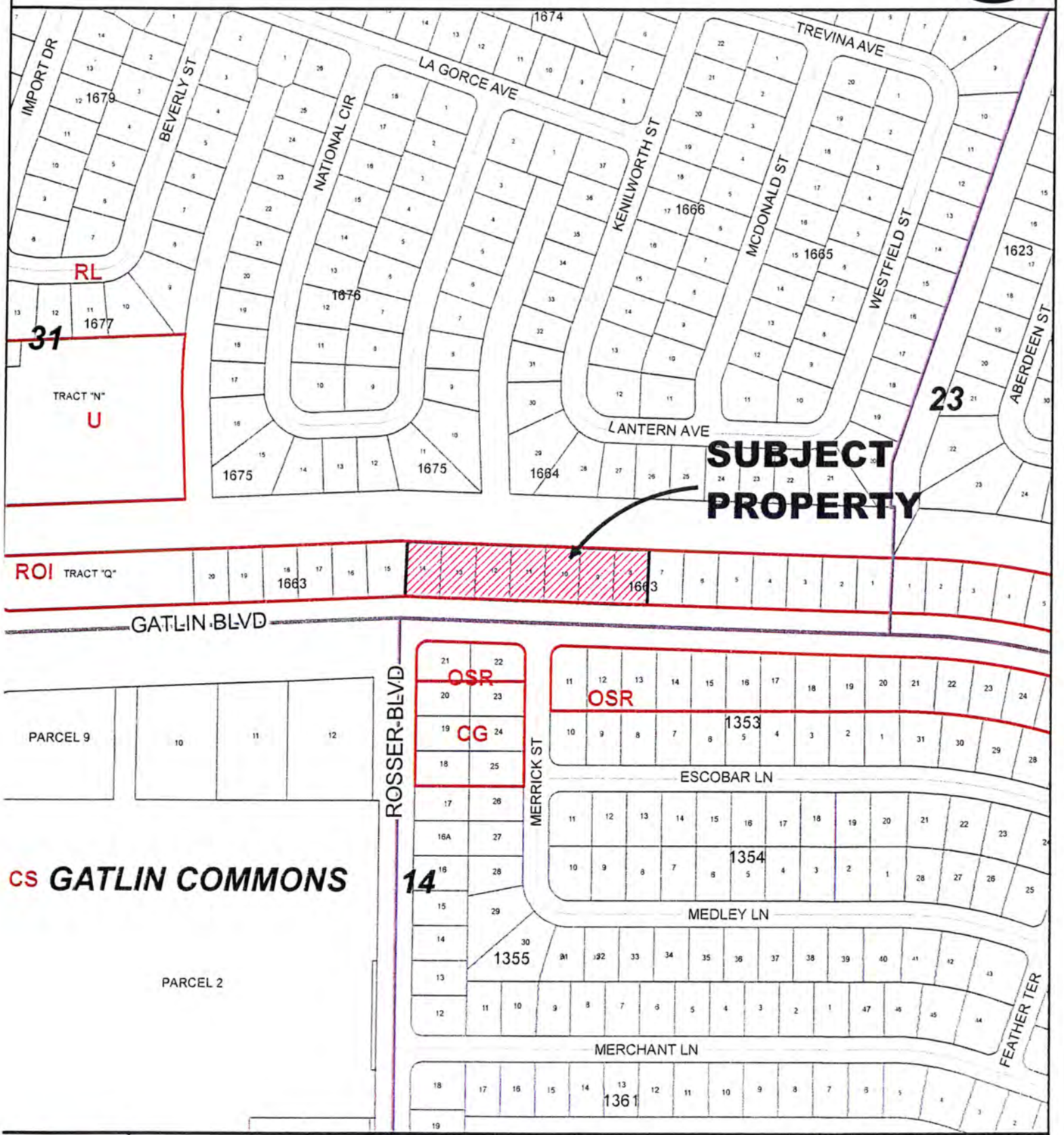
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN GATLIN BLVD. KIDNEY DIALYSIS CENTER SECTION 31, BLOCK 1663, LOTS 8-14	DATE: 8/25/2016 APPLICATION NUMBER: P16-137 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



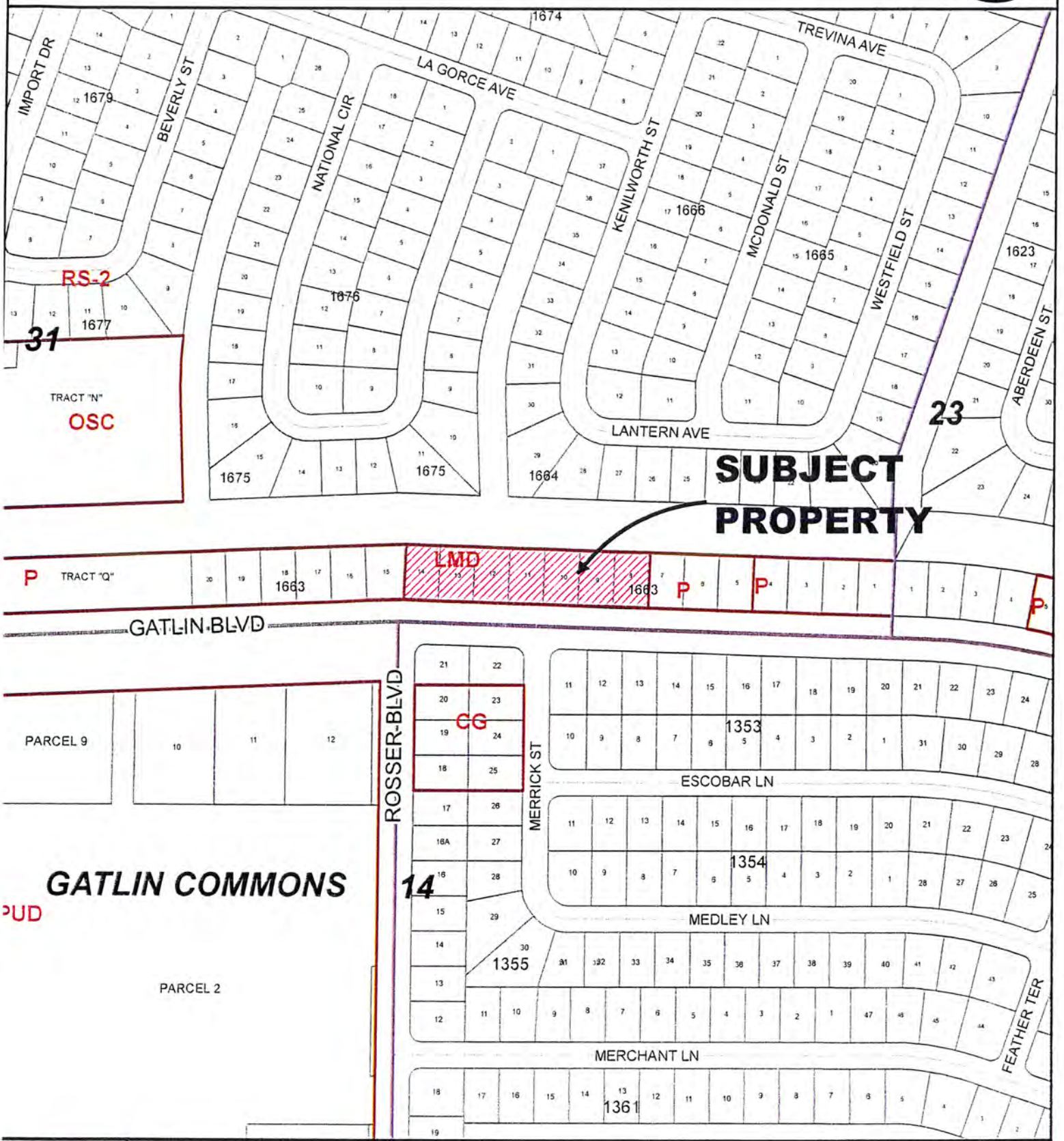
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN GATLIN BLVD. KIDNEY DIALYSIS CENTER SECTION 31, BLOCK 1663, LOTS 8-14 AERIAL DATE 2014	DATE: 8/25/2016 APPLICATION NUMBER: P16-137 USER: patricias SCALE: 1 in = 200 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN GATLIN BLVD. KIDNEY DIALYSIS CENTER SECTION 31, BLOCK 1663, LOTS 8-14	DATE: 8/25/2016 APPLICATION NUMBER: P16-137 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 GATLIN BLVD. KIDNEY DIALYSIS CENTER SECTION 31, BLOCK 1663, LOTS 8-14	DATE: 8/25/2016 APPLICATION NUMBER: P16-137 USER: patricias SCALE: 1 in = 300 ft

RECEIVED

AUG 17 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P16-137
Fees (Nonrefundable) $ 2,345.00 Arch.: $ 515.00
Receipt #'s: 108340

PRIMARY CONTACT EMAIL ADDRESS: Stephen Cooper, scooper@ruddjones.com

PROJECT NAME: Gatlin Blvd Kidney Dialysis Center

LEGAL DESCRIPTION: Lots 8-14, Block 1663, Port St. Lucie Section Thirty One, Plat Book 14, Page 22, 22A-22G, SLC

LOCATION OF PROJECT SITE: 1631 SW Gatlin Blvd

PROPERTY TAX I.D. NUMBER: 3420-650-0018-000-5

STATEMENT DESCRIBING IN DETAIL THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: Proposed 7,000 sf Kidney Dialysis Center and 2,500 sf Medical Office

RECEIVED
AUG 17 2016
PLANNING DEPARTMENT

GROSS SQ. FT. OF STRUCTURE (S): 9,500 sf
NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: PSLUSD (Water and Sewer)

GROSS ACREAGE & SQ. FT. OF SITE: 1.61 Ac/70,000 sf **ESTIMATED NO. EMPLOYEES:

FUTURE LAND USE DESIGNATION: ROI ZONING DISTRICT: P (Pending)

OWNER(S) OF PROPERTY:
Name, Address, Telephone & Fax No.:
EKVM Properties Limited Partnership - Dr. Silviano Matamoros
1414 SW Bluebird Cove
Port St. Lucie, FL 34986 (772) 812-5500

APPLICANT OR AGENT OF OWNER:
Name, Address, Telephone & Fax No.:
Southern Standard Builders - Forrest Smith
1631 SE Simmons Street
Port St. Lucie, FL 34952 (772) 398-8533 fax (772) 398-8534

PROJECT ARCHITECT/ENGINEER:
(Firm, Engineer Of Record, Florida Registration No., Contact Person, Address, Phone & Fax No.)
SCPE (FL CA # 8856) - Stephen Cooper, P.E (FBPE# 46557)
7450 South Federal Hwy
Port St. Lucie, FL 34952
(772) 336 - 2933 , fax (844) 273-5465 scooper@ruddjones.com

- 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 - SILVIANO MATAMOROS EKVM Properties LP	TITLE President	DATE 8-16-16

EKVM Properties Limited Partnership
1414 SW Bluebird Cove
Port St Lucie, FL 34986

City of Port St Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984

RE: Proposed Gatlin Medical Center Agent Authorization for:

- Forrest R Smith, Southern Standard Builders, LLC
- Stephen Cooper, PE

To Whom It May Concern:

EKVM Properties Limited Partnership is the owner the proposed Gatlin Medical Center and the land it will be built on. The land consists of (7) parcels with the following St Lucie County, Florida Parcel Id #: 3420-650-0018-000-5. Legal Description is: PORT ST LUCIE-SECTION 31- BLK 1663 LOTS 8 THRU 14 (1.61 AC - 70,000 SF) (MAP 43/12S) (OR 3676-1215).

EKVM Properties Limited Partnership hereby designates and authorizes the agents listed above to act on our behalf in the processing of the Site Plan Approval Application and all related documents, information, and submittals as may be required to complete this entire process, including any Utilities Department and Zoning submissions. EKVM Properties Limited Partnership understands that knowingly making any false statement or representation in this application process is a violation of Section 373.430, F.S. and 18U.S.C. Section 101.

Respectfully,

Silviano Matamoros, President
MVK Holding Corp
General Partner

The forgoing instrument was acknowledged before me this 16th day of August, 2016, by Silviano Matamoros, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

NOTARY PUBLIC STAMP OR SEAL:

LENARD MUROFF
MY COMMISSION # FF 180730
EXPIRES: April 3, 2019
Bonded Thru Notary Public Underwriters

Prepared By and Return To:
Diane Ally
Ally Parker Brown Title Insurance Agency
1599 SE Port St. Lucie Blvd., #D
Port St. Lucie, FL 34952

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3996578 09/30/2014 at 03:55 PM
OR BOOK 3676 PAGE 1215 - 1216 Doc Type: DEED
RECORDING $18.50
DOCUMENT STAMP COLLECTION $2905.00

Property Appraiser's Parcel I.D. (folio) Number(s)
3420-650-0018-000/5

File No. APB20148216

WARRANTY DEED

THIS WARRANTY DEED dated this 11th day of September, 2014, by Gatlin Dental, LLC, a Florida Limited Liability Company, having its principal place of business at 8951 Plantation Lakes Drive, Port St. Lucie, FL 34986, hereinafter called the grantor, to EKVM Properties, Limited Partnership, a Florida Limited Partnership, whose post office address is 1414 SW Bluebird Cove, Port St. Lucie, FL 34986, hereinafter called the grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in St. Lucie County, Florida, viz:

Lots 8, 9, 10, 11, 12, 13 and 14, Block 1663, of Port St. Lucie Section Thirty-One, according to the Plat thereof, as recorded in Plat Book 14, Pages 22, 22A through 22G, of the Public Records of St. Lucie County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.
TO HAVE AND TO HOLD the same in Fee Simple forever.

AND 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 for the year 2014 and all subsequent years.

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Diane L. Ally

Witness Print Name

Witness Signature

Witness Print Name

Gatlin Dental, LLC, A Florida Limited Liability Company ,

Suzanne S. Williams-Manager

State of Florida

County of St. Lucie

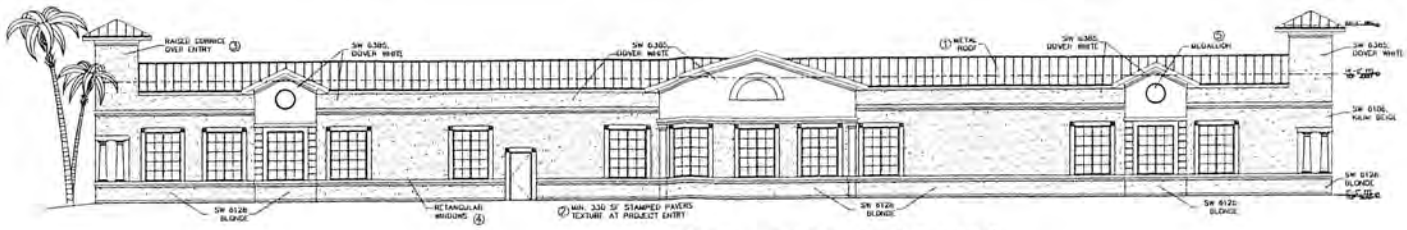
The foregoing instrument was acknowledged before me this 11th day of September, 2014, by Suzanne S. Williams, who is/are personally known to me _____ OR produced identification _____: Type of identification produced ___

Notary Signature

Diane L. Ally

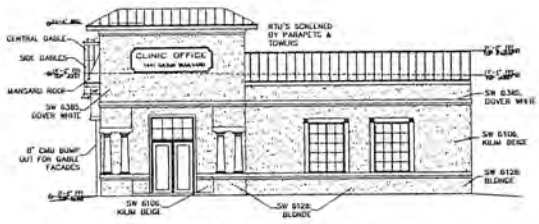
Notary Print Name

(NOTARY SEAL OR STAMP)



NORTH ELEVATION – (PRIMARY)

SCALE: 1/8"=1'-0"

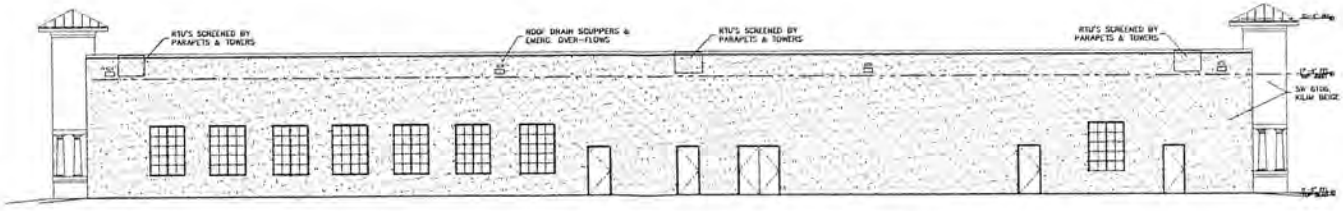


EAST ELEVATION

SCALE: 1/8"=1'-0"

WEST ELEVATION

SCALE: 1/8"=1'-0"



SOUTH ELEVATION – (REAR)

SCALE: 1/8"=1'-0"

GRAPHIC SCALE

(IN FEET)

EXTERIOR COLORS:

ROOF: STANDING METAL; REGAL BLUE PER SUNLAST METALS
LOWER BUILDING WALLS & GABLES: SW 6106, KILIM BEIGE
UPPER BUILDING WALLS: SW 6385, DOVER WHITE
BASE COLOR#2: SW 6128: BLONDE
BUILDING TRIM: SW 7005 PURE WHITE

ARCHITECTURAL ELEMENTS:

1. METAL ROOF;
2. STONE PAVERS AT ENTRY;
3. RAISED CORNICE AT ENTRY;
4. RECTANGULAR WINDOWS;
5. MEDALLION;

CITY OF PORT ST. LUCIE PROJECT # PT6-137

ADVANCED ARCHITECTURE & PLANNING

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

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

GATLIN MEDICAL CENTER - SHELL

ELEVATIONS FOR SITE PLAN REVIEW

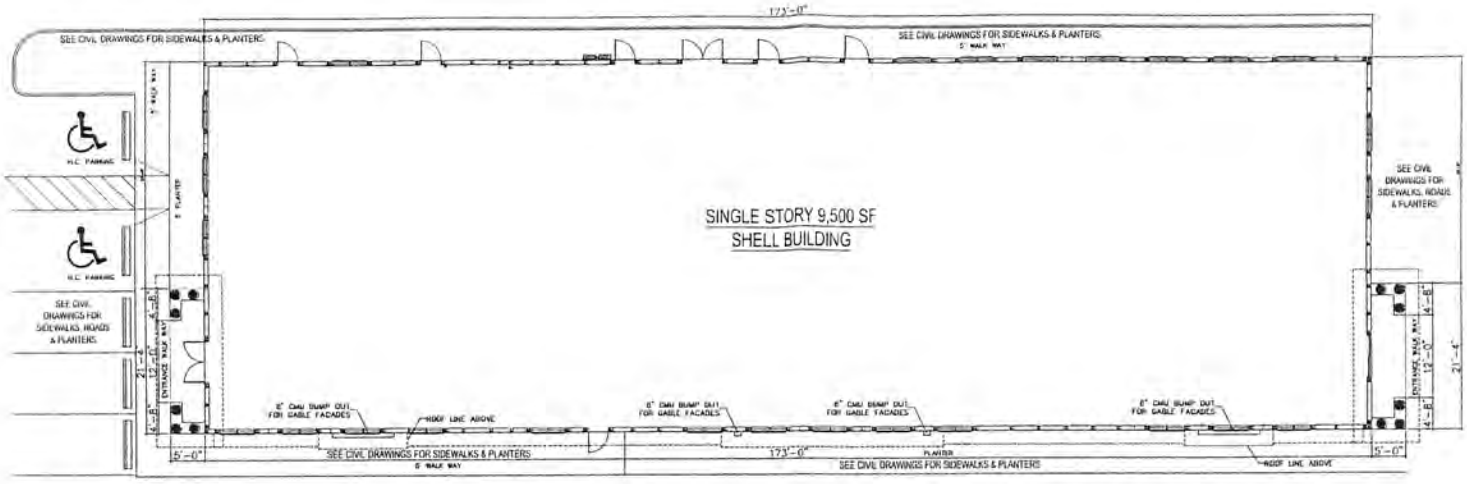
1631 SW GATLIN BLVD, PORT ST. LUCIE, FL

START DATE	10.26.16
NO. REVISION/ISSUE	DATE
1 1ST. REVISION	
2 2ND. REVISION	
3 3RD. REVISION	

CLIENT:
SOUTHERN STANDARD BUILDERS LLC
1631 SE SIMMONS ST
PSL, FL 34952

LICENSE ARCHITECT
LICENSE NO. AR0013570
STATE OF FLORIDA

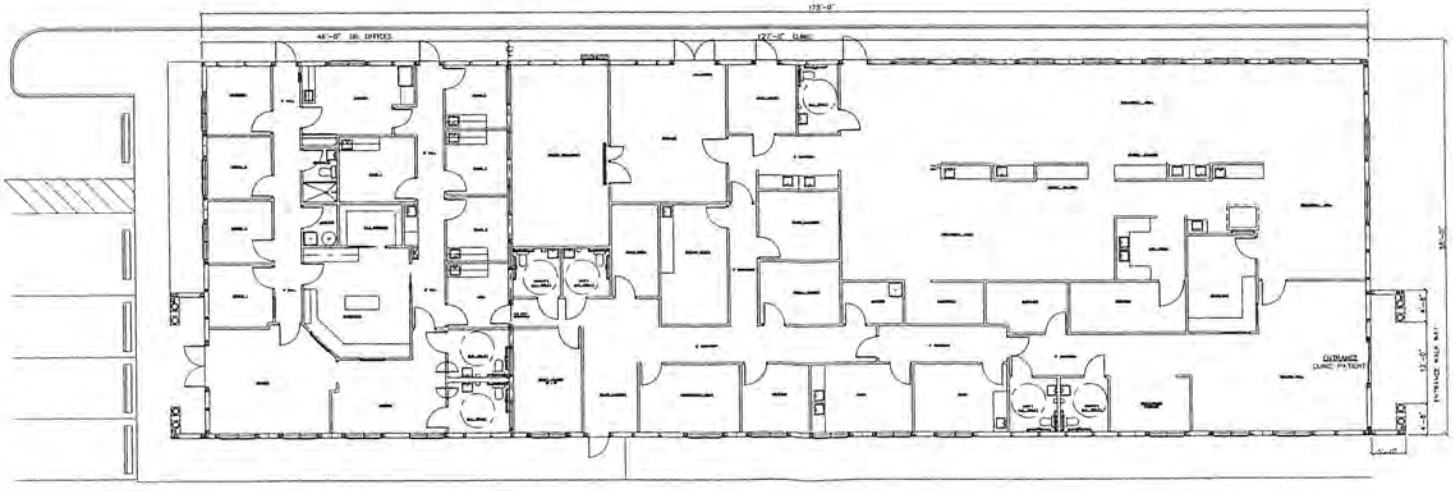
A2



SHELL FLOOR PLAN
THIS PHASE OF WORK SCALE: 1/8"=1'-0"

GRAPHIC SCALE

(IN FEET)



POSSIBLE INTERIOR FLOOR PLAN
NEXT PHASE OF WORK SCALE: 1/8"=1'-0"

CITY OF PORT ST. LUCIE PROJECT #
P16-137

ADVANCED ARCHITECTURE & Planning

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

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

GATLIN MEDICAL CENTER - SHELL

FLOOR PLN FOR SITE PLAN REVIEW

1631 SW GATLIN BLVD, PORT ST. LUCIE, FL

START DATE:	10.28.16
NO. REVISION/ISSUE	DATE
1 1ST REVISION	
2 2ND REVISION	
3 3RD REVISION	

CLIENT:
SOUTHERN STANDARD BUILDERS LLC
1601 SE SIMMONS ST
PSL, FL 34952

A1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7L
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Jeffrey D. Petrick to combine Lots 11 and 12, Block 1549, Port St. Lucie Section Thirty

Submittal Date: 11/4/2016

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

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

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

ANALYSIS: In accordance with the applicable City Codes, rules and policies, the owner of record, Jeffrey D. Petrick, desires to join the following lands described as Lots 11 and 12, Block 1549, in Port St. Lucie Section Thirty, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the

subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, Codes or Ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton, and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: See attached map, Lots 11 and 12, Block 1549, Port St. Lucie Section Thirty

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

NOV 0 7 2016

CITY MANAGER'S OFFICE

Unity of Title

Lots 11 and 12

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/3/2016

Scale:

0 0.0125 0.025 0.05

mi

This instrument was prepared under the direction of:
O. Reginald Osenton, Esq., City Attorney
Prepared by:
Kimberly A. Sala, Paralegal
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

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

Lots 11 and 12, Block 1549, Port St. Lucie Section Thirty, according to the plat thereof, as recorded in Plat Book 14, at Pages 10, 10A through 10I, of the Public Records of St. Lucie County, Florida.

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Jeffrey D. Petrick

NOTARIZATION AS TO OWNER'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Jeffrey D. Petrick who is [ ] personally known to me, or who has [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

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

NOTARY SEAL/STAMP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7M
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Ronald A. King and Teresa K. King, Husband and Wife, to combine Lots 6 and 7, Block 3065, Port St. Lucie Section Forty-Four

Submittal Date: 11/4/2016

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

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

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

ANALYSIS: In accordance with the applicable City Codes, rules and policies, the owners of record, Ronald A. King and Teresa K. King, husband and wife, desire to join the following lands described as Lots 6 and 7, Block 3065, in Port St. Lucie Section Forty-Four, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records of St. Lucie

County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, Codes or Ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton, and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: See attached map, Lots 6 and 7, Block 3065, Port St. Lucie Section Forty-Four

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

NOV 0 7 2016

CITY MANAGER'S OFFICE

Unity of Title

Lots 6 and 7

Scale:

0 0.025 0.05 0.1

mi

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/3/2016

This instrument was prepared under the direction of:
O. Reginald Osenton, Esq., City Attorney
Prepared by:
Kimberly A. Sala, Paralegal
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **RONALD A. KING** and **TERESA K. KING**, husband and wife, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 6 and 7, Block 3065, Port St. Lucie Section Forty-Four, according to the plat thereof, as recorded in Plat Book 16, at Pages 23, 23A through 23U, of the Public Records of St. Lucie County, Florida.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Ronald A. King

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Teresa K. King

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Ronald A. King and Teresa K. King who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7N
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Edward W. Franklin and Elizabeth V. Franklin, Husband and Wife, to combine Lots 7 and 8, Block 14, Port St. Lucie Section Twenty-Five

Submittal Date: 11/4/2016

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

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

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

ANALYSIS: In accordance with the applicable City Codes, rules and policies, the owners of record, Edward W. Franklin and Elizabeth V. Franklin, husband and wife, desire to join the following lands described as Lots 7 and 8, Block 14, in Port St. Lucie Section Twenty-Five, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records

of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, Codes or Ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton, and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

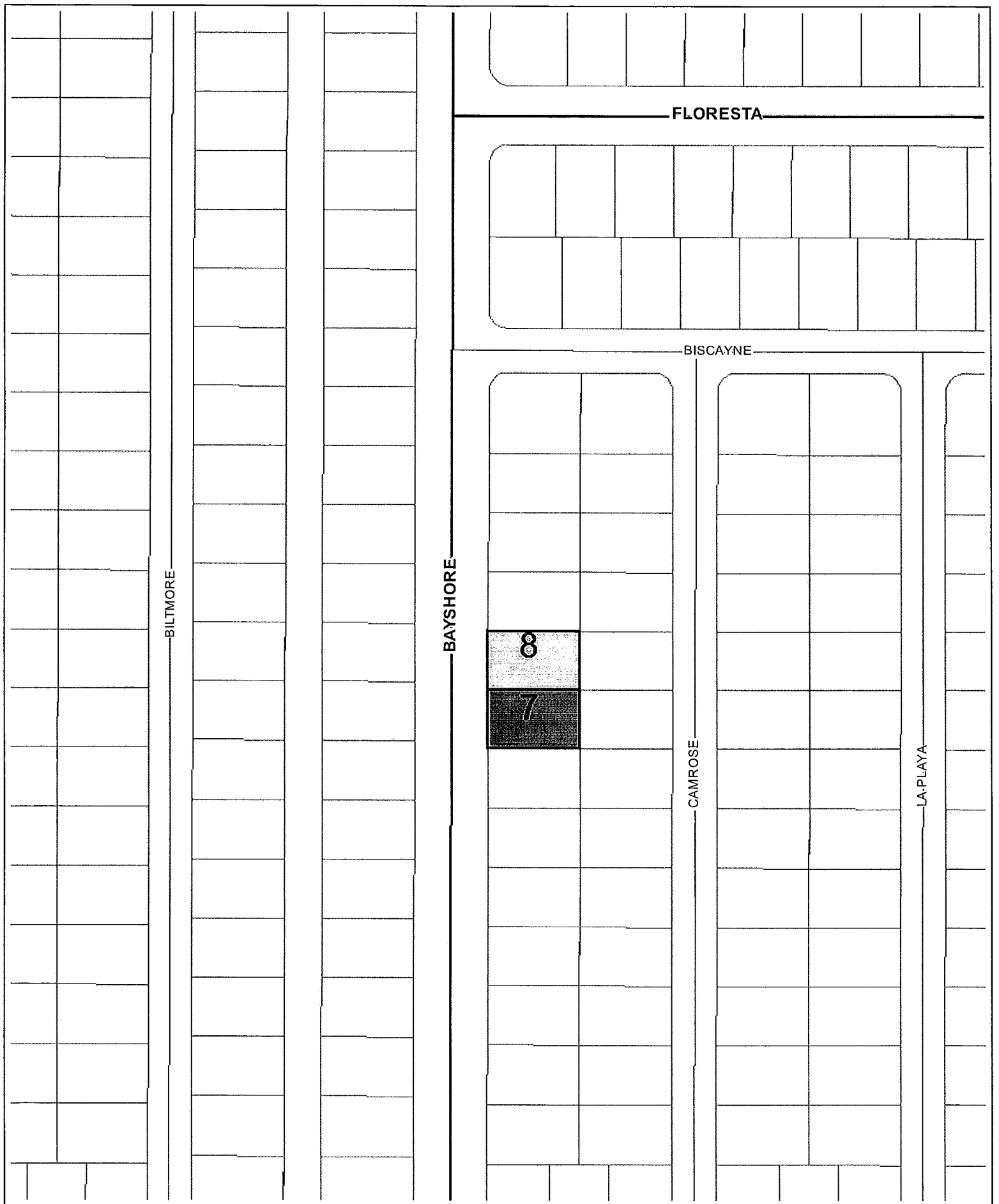
LOCATION OF PROJECT: See attached map, Lots 7 and 8, Block 14, Port St. Lucie Section Twenty-Five

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

NOV 0 7 2016

CITY MANAGER'S OFFICE



Unity of Title

Lots 7 and 8

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/3/2016

Scale:

0 0.0125 0.025 0.05

mi

This instrument was prepared under the direction of:
O. Reginald Osenton, Esq., City Attorney
Prepared by:
Kimberly A. Sala, Paralegal
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **EDWARD W. FRANKLIN** and **ELIZABETH V. FRANKLIN**, husband and wife, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 7 and 8, Block 14, Port St. Lucie Section Twenty-Five, according to the plat thereof, as recorded in Plat Book 13, at Pages 32, 32A through 32I, of the Public Records of St. Lucie County, Florida.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Edward W. Franklin

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Elizabeth V. Franklin

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Edward W. Franklin and Elizabeth V. Franklin who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____
_____ to be the person who executed the foregoing instrument.

NOTARY SEAL STAMP

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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 70
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager – City Engineer
Jesus Merejo, Utility Systems Department Director -Interim Assistant City Manager
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: E-Bid #20160191 CO #1 – Repairs to the Employee Health Clinic

Submittal Date: 10/26/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 1 Financially Sound City, High Performance City Organization, Short Term Challenges. "Upgrading City facilities and addressing deferred maintenance: Community Center, Minsky Gym, Civic Center, Public Works, Police Building, etc."

BACKGROUND: The weekend of September 18, 2016 a pressurized pipe to the hot water heater burst and approximately 11,000 gallons of water was dispersed throughout the City's Employee Health Clinic. Various Contractors have been working to get the Clinic in operating order. Joseph Enterprises, Inc. was previously contracted to make some needed upgrades to the Clinic that included installing new Luxury Vinyl Planking (LVP) over the existing Vinyl Composite Tile (VCT). To expedite the Clinic repairs, prices were requested from Joseph Enterprises, Inc. to install the new base cabinets, replace the damaged drywall, painting and various other repair items that were cited in the assessment report after the flooding. Repairs were also made to the plumbing lines to provide for proper drainage to the grinder system to prevent future back-ups. Insurance will be covering all work associated with the damage from the flooding only and not for any upgrades. Change Order #1 is specifically for the painting after the drywall repairs are made and to replace a new louvered door to the air handler room.

ANALYSIS: Staff reviewed the Change Order and finds it is reasonable and acceptable. The new flooring was budgeted and quotes had been received prior to this emergency event. Joseph Enterprises, Inc. was awarded the flooring project. This firm is a General Contracting firm and were available to handle the additional repairs necessary which also included a cost savings for mobilization fees. Joseph Enterprises, Inc. meets City standards and is not a local firm.

FINANCIAL INFORMATION: Funds are available for the upgrades in the Building Department / Administration / Repairs & Maintenance of Buildings

Insurance Reimbursement will pay for the water damage repairs only

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, good cause shown, Chapter 35.04 (c) and approve Change Order #1 to Contract #20160191 with Joseph Enterprises, Inc. in the amount of $4,200.00 for a new Contract amount of $27,230.00. There is no change to the original contract time.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: 2266 SW Best Street, Port St. Lucie, Florida

ATTACHMENTS: Change Order #1 form. Proposal from Joseph Enterprises, Inc.

*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

NOV 0 8 2016

CITY MANAGER'S OFFICE

CHANGE ORDER

No.: Change Order # 1

DATE OF ISSUANCE: _____

OWNER: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

OWNER's Project No.: 20160191

CONTRACTOR: Joseph Enterprises, Inc.
728 Teal Way
North Palm Beach, Fl 33408

ENGINEER: n/a

ENGINEER's Project # n/a

CONTRACT FOR: Furnish & Install New Flooring & Misc. Repairs at the Clinic

You are directed to make the following changes in the Contract Documents.

Description: City of Port St. Lucie Contract No. 20160191

Purpose of Change Order:
1. Painting of the Interior of the Clinic with Sherwin Williams paint. Color to be determined.
2. Supply and install 30" x 80" louvered bi-fold door at air handler closet.
3. All other contract provisions / addenda remain in full force & effect.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 23,030.00	Original Contract Time 30 days or date
Previous Change Orders No. 0through 1 $ -	Net change from previous Change Orders 0 days
Contract Price prior to this Change Order $ 23,030.00	Contract Time prior to this Change Order 30 days or date
Net Increase (Decrease) of this Change Order $ 4,200.00	Net Increase (Decrease) of this Change Order 0 days
Contract Price with all approved Change Orders $ 27,230.00	Contract Time with all approved Change Orders 30 days or date

APPROVED: APPROVED:

by_____ by_____

City Contractor

Joseph Enterprises, Inc.

General Contractor CGC055047

728 Teal Way, North Palm Beach, FL. 33408

October 25, 2016

Addendum to contract #20160191

Scope: Paint interior of Port St Lucie City Clinic, doors, walls and trim.

1) Walls to be one color**, Benjamin Moore Silver Mist # 1619 eggshell finish**. (**Sherwin Williams** low odor paint will be substituted with color match)

Trim and doors to be **Semi-Gloss White.**

Utility/water heater closet to be **flat white**.

Work to be done in professional matter with care to protect furniture, fixtures and medical equipment.

Rinsing of painting tools is strictly prohibited, i.e. using hoses, interior sinks,

bathrooms, etc. located on the premises that could result in materials entering the storm water system.

2) **Supply and install** 30" x 80" louvered bi-fold door at air handler closet.

CHANGE ORDER #1 - $4200.00

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7P
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: Bridget Kean – CRA Director BK

Agenda Item: Motion: Request for Waiver of City Fees - Riverwalk Boardwalk and Westmoreland Park Design Plan

Submittal Date: 11/2/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth, Goal 5: Expanded Leisure Activities, and Vision 2030, Principal J, St. Lucie River – A Natural Florida Experience. These goals and vision address expanding access to natural areas, the St. Lucie River, and the extension of the Riverwalk boardwalk.

BACKGROUND: The request is for a waiver of the application fees associated with the Riverwalk Boardwalk and Westmoreland Park Design Plan. It includes application fees for two site plans and application fees for an amendment to the Riverwalk South PUD.

On September 12, 2016, the City Council approved a contract with Culpepper and Terpening, Inc. for professional design, engineering, and surveying services for the extension of the existing Riverwalk Boardwalk, site development plans for the ±10 acre Westmoreland Middle Tract, and passive recreational improvements to the ± 13 acre Westmoreland Conservation Tract. As outlined in the approved contract, the project will be divided into two separate submittals. The first submittal is site plan and detail plans for the extension of the existing Riverwalk boardwalk and the second submittal is the site plan and detail plans for the 9.7 acre middle tract and the 12.87 acre conservation tract.

A Planned Unit Development (PUD) Zoning District, known as the Riverwalk South PUD, was approved for the 9.7 acre middle tract parcel on April 9, 2007. The PUD was associated with a potential purchase of the 9.7 acre city-owned property by a private developer for a mixed use project that was to include 156 hotel rooms, 70 residential units, 5,000 square feet of retail space, and 6,000 square feet of restaurant space. The proposed sale of the land did not occur and the project was abandoned. As set forth in Section 158.179 of the Zoning Code, a site plan has to be filed within two years of the rezoning of land to PUD. Otherwise, the PUD concept plan and zoning document expire. The PUD classification remains with the land. A

new application for a PUD is required and must be approved by the City Council. Staff is preparing the amendment to the PUD.

ANALYSIS: The extension of the Riverwalk boardwalk and development of the Westmoreland properties will provide area residents and visitors with enhanced public access to the North Fork of the St. Lucie River, additional recreational and cultural activities, and additional daytime boat dockage. It will enable people travelling by boat to visit the botanical gardens, the Riverwalk boardwalk, Westmoreland properties, and area restaurants. It will also provide an alternative route for pedestrians and bicyclists to cross Port St. Lucie Boulevard. In the 2016-17 General Appropriations Act, the City was awarded a $250,000 grant from the State of Florida to help fund design, engineering, permitting, and site plan services for the southern extension of the Riverwalk boardwalk and the development of two city owned parcels on Westmoreland Boulevard.

FINANCIAL INFORMATION: The total fees for the three applications comes to $14,557.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Staff recommends approval of the fee waiver due to the benefits that improvements to the Westmoreland properties and the extension of the Riverwalk boardwalk will bring to the City.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: The project is generally located north and south of the intersection of Port St. Lucie Boulevard Westmoreland/Veteran's Memorial Parkway along the North Fork of the St. Lucie River.

ATTACHMENTS: Application fees for the three submittals are attached as Exhibit "A". A map of the area is attached as Exhibit "B".

*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
NOV 0 3 2016
CITY MANAGER'S OFFICE

Exhibit “A”

One Fee

Calculate Fee

New Transaction

SLW NO
Type Site Plan - Commercial Minor - <1500 square feet

Include Fee	Description	Calculator	
✓	P&Z		
	P&Z (Optional)	Description	Value
		Optional Fee	
✓	Engineering Review	Description	Value
		Acre	1.0
✓	Engineering NPDES	Description	Value
		Acre	1.0
✓	Utility Systems		

Step 1:

Calculate Fee

Amount	Fee
1890	P&Z
611.0	Engineering Review
301.0	Engineering NPDES
1011	Utility Systems

Total Fee $ $3,813.00

Step 2:

Add Fee

	Amount	Fee Description	Amount Paid	Amount To Pay
Delete	$1,890.00	P&Z	$0.00	1890.00
Delete	$305.50	Engineering Review	$0.00	305.50
Delete	$305.50	Engineering Review	$0.00	305.50
Delete	$301.00	Engineering NPDES	$0.00	301.00
Delete	$1,011.00	Utility Systems	$0.00	1011.00

Total Fee $3,813.00

Method Check

Leave Project # empty if there is none!

Project # P16-192
Project Name Riverwalk Boardwalk E
Name City of PSL
Check #/Credit Card #
Receipt Date 11/3/2016

Pay

One Fee

Calculate Fee

New Transaction

SLW NO
Type PUD Zoning

Include Fee	Description	Calculator	
✓	P&Z	**Description**	**Value**
		Acre	9.75
	P&Z (Optional)	**Description**	**Value**
		Optional Fee	
✓	Engineering Review	**Description**	**Value**
		Acre	9.75
✓	Utility Systems		

Step 1:

Calculate Fee

Amount	Fee
4350.00	P&Z
404.75	Engineering Review
268	Utility Systems

[redacted]

Step 2:

Add Fee

	Amount	Fee Description	Amount Paid	Amount To Pay
Delete	$4,350.00	P&Z	$0.00	4350.00
Delete	$202.38	Engineering Review	$0.00	202.38
Delete	$202.38	Engineering Review	$0.00	202.38
Delete	$268.00	Utility Systems	$0.00	268.00

Total Fee $5,022.76

Method Check

Leave Project # empty if there is none!

Project # P16-193
Project Name Riverwalk South
Name City of PSL
Check #/Credit Card #
Receipt Date 11/3/2016

Pay

View Receipt(s)

Edit/Void

One Fee

Calculate Fee

New Transaction

SLW NO
Type Site Plan - Commercial Major - 10001 to 30000 sq

Include Fee	Description	Calculator	
✓	P&Z		
	P&Z (Optional)	**Description**	**Value**
		Optional Fee	
✓	Engineering Review	**Description**	**Value**
		Acre	22.62
✓	Engineering NPDES	**Description**	**Value**
		Acre	22.62
✓	Utility Systems		

Step 1:

Calculate Fee

Amount	Fee
3755	P&Z
632.62	Engineering Review
322.62	Engineering NPDES
1011	Utility Systems

Total Fee $ $5,721.24

Step 2:

Add Fee

	Amount	Fee Description	Amount Paid	Amount To Pay
Delete	$3,755.00	P&Z	$0.00	3755.00
Delete	$316.31	Engineering Review	$0.00	316.31
Delete	$316.31	Engineering Review	$0.00	316.31
Delete	$322.62	Engineering NPDES	$0.00	322.62
Delete	$1,011.00	Utility Systems	$0.00	1011.00

Total Fee $5,721.24

Method Check

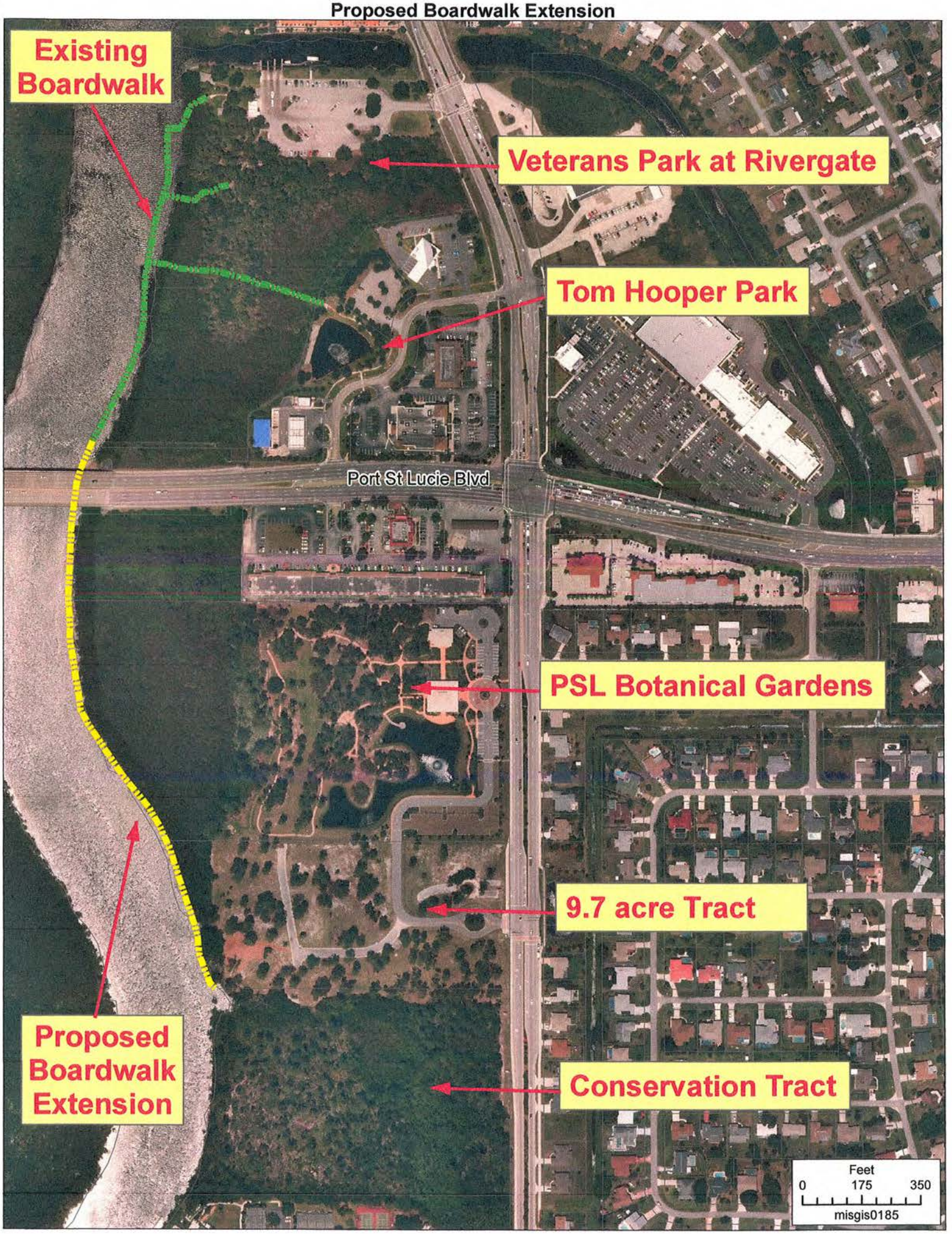
Leave Project # empty if there is none!

Project # P16-194
Project Name Westmoreland Properti
Name City of PSL
Check #/Credit Card #
Receipt Date 11/3/2016

Pay

Exhibit “B”

Proposed Boardwalk Extension



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7Q
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE. Interim City Manager-City Engineer
Jesus A. Merejo, Utility Systems Director- Interim Asst. City Manager
Cheryl Shanaberger, Procurement Management Department Director

FROM: Gina Jolly, Procurement Management Department Buyer

Agenda Item: Motion: #20160095 Amendment #2 Concrete Restoration of Headworks at Westport Wastewater Treatment Facility

Submittal Date: 11/4/2016

STRATEGIC PLAN LINK: Mission Principle A – Exceptional Municipal Services, Developing and maintaining a state of the art infrastructure and utility system.

BACKGROUND: The Westport Wastewater Treatment Facility (WWTF) currently services both the Westport and Southport area. One of the key components to the process is the headworks. The function of the headworks is to remove inorganics such as sticks, stones, grit and sand from the wastewater stream to protect and reduce wear on the downstream process equipment. The headworks has experienced extensive damage to the concrete and mechanical components due to hydrogen sulfide corrosion. In addition to repairing the damage to the concrete, a coating is going to be applied to the surface of the concrete to help protect against future corrosion issues. Contract #20160095 was approved by Council on April 11, 2016 and awarded to AM Construction Group. Once the headworks were taken off-line, and cleaned additional unforeseen damage was noted. Some of the repairs are such a concern that the repairs have begun immediately. Other repairs are not as serious; however need to be done prior to the coating of the structure. It would be cost effective to complete the repairs while the structure is currently off-line and cleaned.

ANALYSIS: Due to the fact that AM Construction Group Inc. is currently onsite and working on the initial repair work on the headworks, the Utility Systems Department (USD) requested a proposal from AM Construction Group Inc. to perform the

additional repair work that was discovered once the facility was taken off-line and cleaned. AM Construction Group Inc. proposal was for $61,300.00, USD staff has reviewed the cost and find it to be acceptable. The Westport WWTF is a critical component of the wastewater system and must remain operational. Time is of the essence; therefore, if repairs are not started immediately there is the possibility of major health, safety and operational issues.

FINANCIAL INFORMATION: Funds are available in the Renewal and Replacement Fund, Westport WWTF, Improvements O/T Buildings

LEGAL INFORMATION: Reviewed by Ella Gilbert on 11/3/16 and approved as to form

STAFF RECOMMENDATION: Approval of Amendment #2 to Contract 20160095 Concrete Restoration of Headworks at Westport Wastewater Treatment Facility with AM Construction Group in the amount of $61,300.00 for a new contract amount of $531,274.00. An additional forty five (45) calendar days is needed for a new contract period of two hundred forty six (246) calendar days.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: Westport Wastewater Facility. Due to the Critical Infrastructure Sector of the Homeland Security Act, no location map is provided for Water and Wastewater Facilities

ATTACHMENTS: Amendment #2, Proposal from AM Construction Group, Amendment #1

*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.

Contract #20160095 Amendment #2

Contract # 20160095 Amendment # 2 Date:

Contract Title: Concrete Restoration of Headworks at Westport Wastewater Treatment Facility

Contractor's Name: AM Construction Group, Inc

Current Expiration: 12/28/16

The following modifications to the Terms and Conditions contained in Contract/Agreement #20160095 between AM Construction Group, Inc. dated 4/22/16 and the City of Port St. Lucie are hereby incorporated and made a part of that Contract/Agreement.

1. SCOPE OF SERVICES: Unforeseen damage to the headworks.

TIME OF PERFORMANCE:
The original contract period started April 29, 2016, with a completion date of November 13, 2016. New completion date is December 28, 2016, forty five (45) additional days needed.

COMPENSATION:

1. Replace grating & structural angle: Install scaffolding, remove existing angle & cut out anchors. Install new 3" perimeter aluminum angle, grating and 316 S.S. anchor bolts. Blast/cut/chip and coat vertical & horizontal concrete above angle with 5 Star structural concrete. $5,150.00

2. Fiberglass pipe lining: Remove epoxy paint off bolts, remove blind flange, blast/chip/brush all rusted metal. Prime with inter-protect epoxy paint. Fill voids with vinyl-ester fiberglass putty. Build in place a 1/4" - 3/8" woven raven fiberglass sleeve and gelcoat. $3,250.00

3. Clean out concrete basins: Confined space safety, ventilation, remove solids from floor. AM. Construction to provide 4 days of Vac-truck service and cleaning. (to be discharged/unloaded on site based on 36'-6" x 11'-6" each, dumpsters by Westport if needed) $25,300.00

4. 6 - S.S. Sheets: S.S. sheets installed at 3 bar screen areas by spectra-shield. $3,000.00

5. 1 - 8" Scrubber suction pipe: Supply and install and fiberglass an 8" fiberglass suction pipe from the 24" tee with 2 mitered 90's, damper, S.S. hardware and a flange bolted to the aluminum cover at the concrete structure with S.S. hardware $5,900.00

6. Repair 2 cracks & re-gelcoat existing joints: Supply and install fiberglass and gelcoat materials to fix 2 pipe joint cracks. Grind, prep, clean and gelcoat existing deteriorated pipe joints. Lift equipment rental.

$13,300.00

7. Repair cracks in concrete deck & wall: Cut, chip, demo, patch 2 cracks in the wall and floor.Epox #5 rebar staples over cracks.Epoxy injection into cracks $2,000.00

8. Blast, Spectra-shield spray & install 316 S.S. bolts to the 30" 90:_Install scaffolding, blast and prep the 30"- 90, demo existing carbon steel bolts and install new 316 S. S. bolts and nuts spray spectra shield coating. $3,400.00

Total Price: $61,300.00

2. All other terms and conditions of the original contract and/or Addenda apply.

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: _____
Acting City Manager

By:_____
Authorized Representative of AM Construction Group, Inc.

State of:_____

County of:_____

Before me personally appeared: _____
(please print)

Personally known _____

or Produced Identification: _____
(type of identification)

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

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

_____
Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(*seal*)

12689 – 164th Court North
Jupiter, FL 33478
Fax: (561) 748-9203
Office (561) 262-7874
Cell: (561) 262-7833
Email: amconstruction@bellsouth.net

AM Construction Group, Inc.

DATE: October 31, 2016

LICENSED & INSURED:
General & Plumbing Contractor
AM Construction Group, Inc.
CGC1504453 QB21671 CFC1425723

NAME / ADDRESS:
John Eason
Westport WWTF
3721 SW Darwin Blvd.
Port St. Lucie, FL. 34953
jeason@cityofpsl.com
Phone: (772) 873-6400

Westport WWTF List of Items

SCOPE OF WORK:

1. **Replace grating & structural angle:** Install scaffolding, remove existing angle & cut out anchors. Install new 3" perimeter aluminum angle, grating and 316 S.S. anchor bolts. Blast/cut/chip and coat vertical & horizontal concrete above angle with 5 Star structural concrete. **$5,150.00**

2. **Fiberglass pipe lining:** Remove epoxy paint off bolts, remove blind flange, blast/chip/brush all rusted metal. Prime with inter-protect epoxy paint. Fill voids with vinyl-ester fiberglass putty. Build in place a 1/4" - 3/8" woven roven fiberglass sleeve and gelcoat. **$3,250.00**

3. **Clean out concrete basins:** Confined space safety, ventilation, remove solids from floor. A.M. Construction to provide 4 days of Vac-truck service and cleaning. (to be discharged/unloaded on site based on 36'-6" x 11'-6" each, dumpsters by Westport if needed) **$25,300.00**

4. **6 - S.S. Sheets:** S.S. sheets installed at 3 bar screen areas by spectra-shield. **$3,000.00**

5. **1 - 8" Scrubber suction pipe:** Supply and install and fiberglass an 8" fiberglass suction pipe from the 24" tee with 2 mitered 90's, damper, S.S. hdwr. and a flange bolted to the aluminum cover at the concrete structure with S.S. hardware. **$5,900.00**

6. **Repair 2 cracks & re-gelcoat existing joints:** Supply and install fiberglass and gelcoat materials to fix 2 pipe joint cracks. Grind, prep, clean and gelcoat existing deteriorated pipe joints. Lift equipment rental. **$13,300.00**

7. **Repair cracks in concrete deck & wall:** Cut, chip, demo, patch 2 cracks in the wall and floor. Epoxy 5 - #5 rebar staples over cracks. Epoxy injection into cracks. **$2,000.00**

8. **Blast, Spectra-shield spray & install 316 S.S. bolts to the 30" 90:** Install scaffolding, blast and prep the 30"- 90, demo existing carbon steel bolts and install new 316 S.S. bolts and nuts, spray spectra shield coating. **$3,400.00**

9. **All insurances**

BOND COST:	$ 0.00
TOTAL PRICE:	**$61,300.00**

NOTE: Please add 2% for cost of bond to total if applicable.
EXCLUDED: Anything not in scope of work & any dumpsters needed.

If this proposal is acceptable to you, please sign below and return to AM Construction Group, Inc., and keep the attached copy for your records.

_____
Customer Signature & Printed Name

ABEL MENDEZ **AM Construction Group Inc.**

Abel Mendez

Contract #20160095 Amendment #1

Contract # 20160095 Amendment # 1 Date: September 30, 2016

Contract Title: Concrete Restoration of Headworks at Westport Wastewater Treatment Facility

Contractor's Name: AM Construction Group, Inc

Current Expiration: 11/13/16

The following modifications to the Terms and Conditions contained in Contract/Agreement #20160095 between AM Construction Group, Inc. dated 4/22/16 and the City of Port St. Lucie are hereby incorporated and made a part of that Contract/Agreement.

1. SCOPE OF SERVICES: Bypass piping install labor and equipment

TIME OF PERFORMANCE:
The original contract period started April 29, 2016, with a completion date of October 24, 2016. New completion date is November 13, 2016, twenty one (21) additional days needed.

COMPENSATION:

1. At ground level Remove 8" tee, cap off 2 - 8" lines Install 8" 90 and 8" valve. Install approximately 100' of 12" C-900 with 7 -12" fittings and joint restraints. 2 men 20 hrs. each (2 days) With Backhoe & crane.
2. Vertical wall & on top deck. Install 2 – 12" vertical supports, approximately 70' of 12" C-900 with 3 12" fittings and joint restraints. 2 men 20hrs each (2 days) with backhoe & crane.
3. Remove 12" temporary line and reinstall 8" tee. 2 men 20hrs each (2 days) with backhoe & crane
4. Clean all areas.
5. All equipment, backhoe, crane, materials & labor.
6. All insurances.

Total Price: Thirteen Thousand seven hundred and fifty dollars. $13,750

2. All other terms and conditions of the original contract and/or Addenda apply.

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: _____
Actg- City Manager

By: Abel Mendez
Authorized Representative of AM Construction Group, Inc.

State of: Florida

County of: Palm Beach

Before me personally appeared: Abel Mendez
(please print)

Personally known _____

or Produced Identification: FL Driver's License
(type of identification)

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

WITNESS my hand and official seal, this 22 day of September, 2016 .

_____
Notary Signature

Notary Public-State of Florida at Large

My Commission Expires Apr 25, 2017.

F. AYER, III
Notary Public, State of Florida
Commission # FF 12883
My comm. expires Apr. 25, 2017

(seal)

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7R
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager
Jesus Merejo, Interim Assistant City Manager

FROM: Sherman Conrad, Parks & Recreation Director

Agenda Item: Motion: American Healthways Services, LLC – Amendment #4

Submittal Date: 10/26/2016

STRATEGIC PLAN LINK: Goal 1: *Financially Sound City, High Performance City Organization, "Maintain high customer satisfaction with City services,"* and Goal 5: *"Expanded Leisure Activities, "Expand the use of the Civic Center and the Community Center."*

BACKGROUND: Please see attached memorandum from Kelly Tiger, Recreation Manager which provides background and history of the City's association with American Healthways Services, LLC Agreement and the ensuing Amendments we've entered into pursuant to the Agreement.

ANALYSIS: Amendment #4 will allow the two facilities, Humana Fitness & Wellness Center and the Community Fitness & Wellness Center, to generate an additional $.10 per member visit, and up to a maximum of $1.00 extra per member per month. The Agreement shall be amended to extend the Term of the Agreement through December 31, 2017.

FINANCIAL INFORMATION: There are no costs associated with Healthways Amendment #4.

LEGAL INFORMATION: Approved by City Attorney O. Reginald Osenton, as to form on October 20, 2016.

STAFF RECOMMENDATION: Staff recommends approval to execute Amendment #4 to the American Healthways Agreement.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: Humana Fitness & Wellness Center at the PSL Civic Center and the Community Fitness & Wellness Center.

ATTACHMENTS: Attachment "1"-Memo from K. Tiger, Recreation Manager, Attachment "2" – 4th Amendment to the Agreement between American Healthways Services, LLC and City of Port St. Lucie, Attachment "3" – 3rd Amendment to the Agreement between American Healthways Services, LLC and City of Port St. Lucie, Attachment "4" – 2nd Amendment to the Agreement between American Healthways Services, LLC and City of Port St Lucie, Attachment "5" – 1st Amendment to the Agreement between American Healthways Services, LLC and City of Port St. Lucie, Attachment "6" – Agreement between American Healthways Services, LLC and City of Port St. Lucie, and, Attachment "7" – Maps of the Humana Fitness and Wellness Center at the Port St. Lucie Civic Center and the Community Fitness and Wellness Center.

*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
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CITY MANAGER'S OFFICE

ATTACHMENT "1"

(to Agenda Memorandum)

Memo from Kelly Tiger, Recreation Manager

PORT ST. LUCIE PARKS & RECREATION

TO: Sherman Conrad, Director, Parks & Recreation

FROM: Kelly A. Tiger, Recreation Manager KAT

Re: Healthways – Silver Sneakers Agreement and Amendments

DATE: October 26, 2016

BACKGROUND:

Please allow this memo to serve as historical background behind our association with American Healthways Services, LLC (hereinafter referred to as Healthways), as it relates to the Humana Fitness and Wellness Center and the Community Fitness and Wellness Center.

Healthways is a well-being improvement company founded in 1981 which is headquartered in Franklin, Tennessee. Healthways owns Silver Sneakers. Medicare-eligible group retiree members and members of other sponsoring organizations (such as Humana) can participate in the Silver Sneakers program once their benefits are confirmed by staff during the registration process.

The Silver Sneakers program pays both of our Fitness Centers up to $30 per month or $3 per visit per eligible member for the use of the facility and/or for their participation in classes taught by our trained staff specifically for Silver Sneaker members. We track each Silver Sneaker members' usage of the facility and provide a monthly detailed report to Healthways. Once the information is confirmed, Healthways will issue the City a wire check to cover the usage of the facility by approved members. If a Silver Sneakers member only uses the facility four times in one month, the fee paid to us by Healthways is $12. Similarly, if a member visits our facilities 15 times in one month, the fee paid to us is $30. It should be noted herein that Silver Sneaker members who use our fitness facilities are not charged any fee by the City to do so.

ORIGINAL AGREEMENT

Based upon the above, and in an effort to increase memberships (and subsequent revenue), and, upon the review and approval of the City Attorney, we brought the Healthways Provider Agreement before City Council for their approval at the January 14, 2013 meeting. Council approved our request and the Agreement was fully executed by all parties effective February 12, 2013 and is enclosed herein.

FIRST AMENDMENT

In March 2013, we were notified through Healthways, that our agreement had been received but that, through an omission on their behalf, an oversight had occurred relative to their product offerings, those being Silver Sneakers, Forever Fit, Prime and Affinity. Healthways provided us with an Amendment removing all programs except for the Silver Sneakers products. At this time, we did attempt to negotiate with Healthways, requesting that we be able to offer all products but they declined our request, noting low enrollment with the other products. This first Amendment was again reviewed by Legal and we then placed it on the City Council agenda for their approval at the March 25, 2013, meeting. City Council did approve the Amendment and a fully executed Amendment was reached on April 10, 2013, a copy of which is enclosed.

SECOND AMENDMENT

The Second Amendment we received from Healthways pertained to the Community Fitness and Wellness Center. As you may recall, the City took over operations of the fitness center at the Community Center in January 2014, when the lease for the fitness center here was terminated by Martin Health Systems. The Second Amendment, received by us in June 2014, was to allow us to offer Silver Sneakers and Prime products at our second location. The Second Amendment was then sent to Mr. Bremer, City Manager, for his signature. At this juncture, we have no knowledge as to why the Second Amendment was not submitted to City Council for their review, however, a fully executed copy of the Second Amendment was reached on September 29, 2014. I've enclosed an attachment of the Second Amendment.

THIRD AMENDMENT

The Third Amendment arose in December, 2014, as we had an individual who indicated the Humana Fitness & Wellness Center and the Community Fitness and Wellness Center were listed as providers for Prime products. After checking with Healthways, the Community Fitness & Wellness Center was a Prime provider but we needed to amend our contract to reflect that the Humana Fitness & Wellness Center is a Prime provider. Prime is a product that Healthways offers to individuals that are still employed. Enrollment is not as high as the Silver Sneakers program, however, Prime pays the City of Port St. Lucie $3.50 per visit and up to $35.00 a month per individual, per location. The Prime program is not as high in enrollment memberships as Silver Sneakers, however, as we strive to be consistent with our members, we wanted to be in a position to offer Prime at both locations. City Council did approve the Amendment and a fully executed Amendment was reached on June 8, 2015, which is enclosed herein.

CONCLUSION

Please note that we currently have 2,000+ Silver Sneaker members and two Prime members. In FY 2012-2013, when we first unveiled Silver Sneakers programs, between the months of March through October, we recognized $5,774.96 in revenue. In FY 2013-2014, we received $45,968.00 in revenue. It should be noted that we opened the second fitness location at the Community Center in FY 2013-2014. In FY 2015-16 we recognized $92,029.50 alone in membership revenue. As you can see, the revenue recognized by the City for the Silver Sneakers and Prime memberships is significant and valued. With the latest Amendment, Healthways is looking to increase our program utilization payment and we expect to see a further increase in our monthly payment.

Lastly, when asked whether the Healthways Agreement and/or any of its ensuing Amendments carry any direct costs, the appropriate response is that there are no direct costs to us. Indirect costs, include the additional and anticipated increase in wear and tear on the fitness equipment at both locations. To that end, please know that we are currently working with the Procurement Management Department to lease cardio equipment and purchase strength equipment for the Humana Fitness & Wellness Center.

Should you have any further questions or concerns, please advise. Thank you.

KT/pr

Enclosures

c: Brad Keen, Assistant Director, Parks & Recreation
Jay Liss, Recreation Administrator, Parks & Recreation

ATTACHMENT "2"

(to Agenda Memorandum)

4th Amendment to the Agreement between American Healthways Services, LLC and City of Port St. Lucie

AMENDMENT TO THE AGREEMENT
BETWEEN AMERICAN HEALTHWAYS SERVICES, LLC AND
CITY OF PORT ST. LUCIE
EFFECTIVE SEPTEMBER 1, 2016

This document serves as an Amendment to the Healthways Provider Agreement (the "Agreement") between **AMERICAN HEALTHWAYS SERVICES, LLC** ("Healthways"), and **CITY OF PORT ST. LUCIE** ("Facility"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows.

1. The Agreement shall be amended to extend the Term of the Agreement through December 31, 2017.

2. The Agreement shall be amended such that the 9. "Notices." section of the Agreement shall be replaced with the following effective September 1, 2016:

   9. Notices. Unless expressly provided otherwise, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when sent by 1) **Electronic Mail**; or 2) hand delivery, including by a recognized courier service; or 3) registered or certified mail, postage prepaid, return receipt requested. Notices under the Agreement to Facility shall be to the Contract Administrator in Exhibit A-2. Notices under the Agreement to Healthways shall be to: Healthways Provider Networks Department, 1445 South Spectrum Blvd., Suite 100, Chandler, Arizona 85286.

   Facility shall provide a minimum of ten (10) days' notice to Healthways in the event of a change in any of the information provided in Exhibit A of this Agreement. Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

3. The Agreement shall be amended such that the Mature Market Fully Subsidized Program Schedule Section 1. "Program Duties and Obligations of Facility" e), "SilverSneakers Classes," f),"SilverSneakers Class Equipment," g), "Instructor and Facility Staff Training" and h), "Facility Staff Qualifications" shall be deleted in their entirety and replaced with the following:

   e) Healthways Proprietary Classes. Facility shall provide the Healthways group exercise classes as selected on the Fitness Provider Portal. Each week, Facility shall provide at least one (1) Healthways class a minimum of two (2) days during such week on non-consecutive days, and additional Healthways classes may be provided at any frequency. All Healthways classes shall be offered during Members' primary hours of utilization. Facility agrees to add additional classes if the current classes remain at capacity for four (4) or more consecutive weeks, or as demand dictates, and will solely bear the costs of adding such classes. "At capacity" means, with respect to a particular class, that all available spaces in such class are filled by attendee Members. Facility and Healthways agree to work cooperatively to add optional Healthways classes as needed. Facility also agrees, no less than quarterly, to update or validate the Fitness Provider Portal to accurately document which Healthways classes are currently being offered at Facility.

   f) Healthways Proprietary Class Equipment. Healthways shall provide all required equipment for classes selected on the Fitness Provider Portal. Following the initial equipment order, Facility shall be responsible for maintaining and replenishing the equipment, and shall comply with the exact specifications for this equipment as defined in the Reference Guide.

   g) Instructor and Facility Staff Training. Facility staff who have regular contact with Members are required to participate in Healthways training prior to commencement of the Program and as needed thereafter to account for staff turnover ensure proper service for Members. Healthways shall provide an instructor training workshop to provide Facility instructors with the necessary guidelines to teach Healthways Proprietary Classes according to Program specifications.

   h) Instructor and Facility Staff Qualifications. All fitness professionals who come in contact with Members shall be qualified for their respective positions. All group exercise instructors must 1) possess current CPR certification; 2) be eighteen years of age or older; and 3) hold (i) a two (2) or four (4) year degree in health, exercise science, recreation or physical activity related field; (ii) a current license for the following: RN, LPN, LMT, LPT, RYT;

or (iii) a nationally recognized instructor/trainer certification available to the general population and requires continuing education courses and CPR certification as criteria for recertification. Each instructor teaching a Healthways Proprietary class must complete the Healthways instructor training workshop for such class prior to teaching and once every four (4) years thereafter. Facility shall also agree to on no less than quarterly basis to require instructors to update or validate the instructor certification information on the Instructor Resource Center.

4. The Agreement shall be amended such that the Mature Market Fully Subsidized Program, "Program Schedule" Section 3, "Compensation," shall be deleted in its entirety and replaced with the following, effective January 1, 2017.

   a) Program Utilization Payment. Healthways shall compensate Facility $3.10 per Program Visit, up to a maximum of $31.00 per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Healthways shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Healthways Network at least once in a given month.

   b) Payment Schedule. Payment shall be processed for direct deposit by Healthways by the last day of the month following the month in which Program Visits occurred ("following month"), provided Healthways receives Facility's monthly utilization data by the fifth (5th) day of the following month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Healthways within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

5. The Agreement shall be amended such that the Commercial Fully Subsidized Program, "Program Schedule" Section 3. "Compensation," a) "Program Utilization Payment," shall be modified to compensate Facility $3.50 per Program Visit, up to a maximum of $30.00 per Program Participant per month, for services provided on and after January 1, 2017.

6. The Agreement shall be amended such that the Commercial Member Pay Program, "Program Schedule" Section 2. "Compensation," a) "Program Utilization Payment," shall be modified to compensate Facility $3.50 per Program Visit, up to a maximum of $30.00 per Program Participant per month, for services provided on and after January 1, 2017.

7. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect.

8. The individual signing below on behalf of Facility represents and warrants that he/she has all requisite corporate power and authority to enter into this Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of September 1, 2016.

AMERICAN HEALTHWAYS SERVICES, LLC a Delaware corporation	CITY OF PORT ST. LUCIE
Signature	Signature
Joy Powell	Printed Name
Chief Operating Officer, Network Solutions	Title
Date	Date

ATTACHMENT "3"

(to Agenda Memorandum)

3rd Amendment to the Agreement between American Healthways Services, LLC and City of Port St. Lucie

Confidential

AMENDMENT TO THE AGREEMENT BETWEEN AMERICAN HEALTHWAYS SERVICES, LLC AND CITY OF PORT ST. LUCIE EFFECTIVE FEBRUARY 1, 2015

This document serves as an Amendment to the Healthways Provider Agreement (the "Agreement") between **AMERICAN HEALTHWAYS SERVICES, LLC** ("Healthways") and **CITY OF PORT ST. LUCIE** ("Facility"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows.

1. The Agreement shall be amended such that Civic Center Fitness Center - Port St. Lucie shall now be included as a participating location under the terms of the Agreement.
2. The Agreement shall be amended such that Exhibit A-1 for Civic Center Fitness Center - Port St. Lucie shall be deleted in its entirety and replaced with the following new Exhibit A-1.
3. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in force and effect.
4. The individual signing below on behalf of Facility represents and warranties that he/she has all requisite corporate power and authority to enter into this Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of February 1, 2015.

AMERICAN HEALTHWAYS SERVICES, LLC a Delaware corporation	CITY OF PORT ST. LUCIE
Joy Powell Signature	Jeff Bremer Signature
~~[illegible]~~ JOY POWELL	Jeffrey A. Bremer Printed Name
~~[illegible]~~ President, Fitness Programs	City Manager Title
7/20/15 Date	June 11, 2015 Date

EXHIBIT A-1

FACILITY INFORMATION

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

Facility Name:	Civic Center Fitness Center - Port St. Lucie
Physical Address:	9221 S.E. Civic Center Pl.
	Port St. Lucie, FL 34952
Phone Number:	(772) 807-4488
Web Site Address:	[illegible]

To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal:

Amenity Program	☒ Offered as part of basic membership at no additional cost to Members	☒ Not offered as part of basic membership - additional cost to Members
Cardiovascular Equipment	X	
Group Exercise/Aerobics Area	X	
Hot Tub/Whirlpool		
Resistance Training Equipment	X	
Steam and or Sauna		
Swimming Pool – Seasonal (not available throughout the year)		
Swimming Pool – Year-Round		

Fax: (772) 395-2944 ☒ Direct Fax ☐ Need to call first

General Email: ktiger@cityofpsl.com

Who will be our primary location contact (Healthways Program Advisor)? This individual will be responsible for scheduling training, coordinating with our Provider Service Liaison, and will need access to member records.

Contact Person: Kelly Tiger

Contact Title: Recreation Manager

Contact Phone: (772) 807-4467

Contact Fax: (772) 395-2944

Contact Email: ktiger@cityofpsl.com

Mailing Address (if not the same as Physical Address):

Mailing Address: Same as physical address

Shipping Address (if not the same as Physical Address):

Shipping Address: Same as Physical Address

Staffed Hours of Operation

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open	7:30 am	6am	6am	6am	6am	6am	7:30am
Closed	6 pm	9pm	9pm	9pm	9pm	3pm	6pm

Are Members able to access Facility during unstaffed hours? ☒ No ☐ Yes

What non-English languages does staff speak fluently? Please list: Spanish

Please select one category that best describes Facility:

- ☐ Commercial
- ☐ Hotel or Resort
- ☐ JCC
- ☐ Kroc Center
- ☐ Medical with physical therapy
- ☐ Medical without physical therapy
- ☒ Municipal
- ☐ Senior living
- ☐ US Tennis Association
- ☐ YMCA
- ☐ YWCA
- ☐ Other not-for-profit

Please select one location type:

- ☒ Men and women
- ☐ Women only
- ☐ Men only

ATTACHMENT "4"

(to Agenda Memorandum)

2nd Amendment to the Agreement between American Healthways Services, LLC and City of Port St. Lucie

Confidential

AMENDMENT TO THE AGREEMENT
BETWEEN AMERICAN HEALTHWAYS SERVICES, LLC AND
CITY OF PORT ST. LUCIE
EFFECTIVE MAY 1, 2014

This document serves as an Amendment to the Healthways Provider Agreement (the "Agreement") between **AMERICAN HEALTHWAYS SERVICES, LLC** ("Healthways"), and **CITY OF PORT ST. LUCIE** ("Facility"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows.

1. The Agreement shall be amended such that the Program Schedule for Mature Market Fully Subsidized Program shall be deleted in its entirety and replaced with the following new Program Schedule as attached.

2. The Agreement shall be amended to include the attached Program Schedule for the Commercial Fully Subsidized Program, with the exception of SilverSneakers® class-only location, as applicable.

3. The Agreement shall be amended to include the attached Program Schedule for the Commercial Member Pay Program.

4. The Agreement shall be amended such that Martin Memorial Health & Fitness at Port St. Lucie Community Center shall be added as a participating location under the terms of the Agreement, as set forth in Exhibit A-1 attached hereto.

5. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect.

6. The individual signing below on behalf of Facility represents and warrants that he/she has all requisite corporate power and authority to enter into this Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of May 1, 2014.

AMERICAN HEALTHWAYS SERVICES, LLC a Delaware corporation	CITY OF PORT ST. LUCIE
Mary Jo Ferron Signature	Signature
Mary Jo Ferron	JEFF BRUNER Printed Name
Vice President, Fitness Programs	City Manager Title
9-29-14 Date	9-5-14 Date

PROGRAM SCHEDULE

Program Name:	Mature Market Fully Subsidized Program
Program Brands:	SilverSneakers® Fitness program, SilverSneakers Private Brand, and other brand names for the Mature Market Fully Subsidized Program communicated to Facility by Healthways from time to time
Member Type:	Medicare, Group Retirees and Older Adults
Program Description:	The Program is offered to Members of the Sponsoring Organization. The Program includes SilverSneakers exercise classes and basic fitness membership services, which may include other Healthways services, for Members provided through a network of facilities; also included in the Program are all facets presented in the Duties and Obligations of Facility section of the Agreement.

1. Program Duties and Obligations of Facility. In exchange for the compensation to be paid by Healthways, Facility shall perform the following services:

   a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Healthways of electronic reporting containing the required data elements; 2) Healthways-scheduled and led training; and 3) Healthways' evaluation of Facility prior to the Program Ready Date to certify Facility's preparedness to provide Program.

   b) Staffed Hours. Facility shall be appropriately staffed in accordance with professionally-recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday.

   c) Program Enrollment. Facility shall enroll Members in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

   d) Reporting Obligations of Facility. Facility shall report Program utilization to Healthways on a monthly basis. Program utilization reporting shall consist of all 1) Program forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Healthways no later than the fifth (5th) day of the following month. The required file format, data elements and submission options are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Healthways may provide technical support to Facility if necessary.

   e) SilverSneakers Classes. Facility shall provide Healthways' group exercise class, the basic, signature SilverSneakers class, a minimum of two (2) days per week on non-consecutive days. All SilverSneakers classes shall be offered during Members' primary hours of utilization. Facility agrees to add additional classes if the current classes remain at capacity for four (4) or more consecutive weeks, or as demand dictates, and will solely bear the costs of adding such classes. Facility and Healthways agree to work cooperatively to add optional SilverSneakers classes as needed.

   f) SilverSneakers Class Equipment. Healthways shall ensure that Facility has all required equipment for the classes available by the Program Ready Date, including chairs, elastic tubing with handles, hand-held weights, the SilverSneakers ball and appropriate music, and shall provide such equipment to Facility as necessary. Following the Program Ready Date, Facility shall be responsible for maintaining and replenishing the equipment, and shall comply with the exact specifications for this equipment as defined in the Reference Guide.

   g) Instructor and Facility Staff Training. Facility staff who have regular contact with Members are required to participate in Healthways training prior to commencement of the Program and as needed thereafter to account for staff turnover and to ensure proper service for Members. Healthways will hold an instructor training workshop to provide Facility instructors with the necessary guidelines to teach the SilverSneakers class according to Program specifications. Two (2) instructors from Facility will be able to attend the initial

workshop at no charge; additional instructors who pre-register may attend the initial workshop for a nominal fee.

h) Facility Staff Qualifications. All fitness professionals who come in contact with Members shall be qualified for their respective positions. All group exercise instructors must 1) possess current CPR certification; 2) be eighteen years of age or older; and 3) either hold a two (2) or four (4) year degree in health, exercise science, recreation or physical activity related field; or hold a current license for the following: RN, LPN, LMT, LPT, RYT; or hold a nationally recognized instructor/trainer certification that is available to the general population and requires continuing education courses and CPR certification as criteria for recertification. Each instructor teaching a SilverSneakers group format class must complete the Healthways instructor training workshop for that class prior to teaching and once every four (4) years thereafter.

i) SilverSneakers Program Advisor. Facility shall designate one staff member as the SilverSneakers Program Advisor, who shall serve as a liaison to Healthways and as a resource person for SilverSneakers Members utilizing the Healthways Network, and is knowledgeable concerning all services provided by Facility to Members.

j) Guest Pass Program. Facility shall provide Program services to persons presenting a Healthways guest pass. Properly documented guest visits will be counted the same as a Member visit for purposes of calculating Facility's compensation.

2. Medicare Compliance for Program(s) Provided to Medicare Recipients. In recognition that Sponsoring Organization and its subcontractors may be obligated to comply with all applicable federal governmental regulations regarding services to Medicare members, including the rules and regulations of the Centers for Medicare and Medicaid Services (CMS), Healthways and Facility mutually agree to comply with the following for services provided to Medicare members.

a) Compliance with Federal and State Laws. Facility acknowledges that payments made to Facility under this Agreement may be made from federal funds. Therefore, in connection with all services rendered under the Agreement, Facility agrees to comply with the requirements of the contracts between Healthways' customers and CMS (the "CMS Contracts"), and all applicable federal and state laws and regulations and CMS guidance and instructions, including, but not limited to all Medicare laws, such as the Medicare Modernization Act and the regulations contained in 42 CFR Parts 422 and 423; all applicable state and federal privacy and security requirements, including but not limited to the confidentiality, privacy and security provisions for Medicare health plans contained in the regulations found at 42 CFR 422.118 and 42 CFR 423.136; and all applicable laws, regulations and guidance designed to prevent fraud, waste or abuse of federal funds, including the False Claims Act (31 U.S.C. 3729 et seq.), the Anti-kickback statute (Social Security Act § 1128B(b)), and HIPAA administrative simplification rules (45 CFR Parts 160, 162, and 164).

b) Right to Inspect. Facility acknowledges and agrees that the Department of Health and Human Services (HHS), the Comptroller General, or their designees, or any applicable state or federal governmental entity, or Sponsoring Organization, shall have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, and records involving transactions related to services provided under this Agreement to Medicare Members. Facility shall maintain accurate records of compliance with this Agreement ("Records") in accordance with recognized accounting and document retention practices and in a format that shall permit audit. Such Records shall be maintained by Facility for a period of ten (10) years following expiration or termination of this Agreement. This right to inspect shall extend for a period of ten (10) years from the termination date of the CMS Contracts (or applicable CMS Contract), or the date of completion of any audit in connection with the Medicare health plans, whichever is later. Facility will make its books and other records available in accordance with 42 CFR 422.504(i)(2) and 42 CFR 423.505(i)(2) and any other applicable laws and regulations. In the event Facility is unable to retain such records for ten (10) years, Facility shall provide the records to Healthways at the conclusion of this Agreement and Healthways will retain the records on behalf of Facility.

c) External Review. Facility agrees to cooperate with all independent quality review and improvement organization activities required by CMS and/or Sponsoring Organization pertaining to the provision of services to Sponsoring Organization Members.

d) Privacy/Confidentiality. Facility agrees to safeguard the privacy of any information that identifies a particular Sponsoring Organization Member in accordance with federal and state laws and Sponsoring Organization policy and to maintain Sponsoring Organization Members' records in an accurate and timely manner.

e) Non-Discrimination. Facility agrees to not discriminate against any person because of race, sex, age, marital status, national origin, religion, color, citizenship, disability, health status, health insurance coverage or veteran status. As applicable, Facility agrees to comply with 1) Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR Part 84; 2) The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR Part 91; 3) The Americans With Disabilities Act; 4) The Rehabilitation Act of 1973; 5) Other laws applicable to recipients of federal funds; and 6) All other applicable laws and rules. This Agreement incorporates by reference and is subject to the following regulations of the Office of Federal Contract Compliance Programs, Department of Labor: 41 C.F.R. §60-1.4, Equal Opportunity Clause; 41 C.F.R. §60-250.5, Equal Opportunity Clause and Affirmative Action Clause for Special Disabled Veterans and Veterans of the Vietnam Era; 41 C.F.R. §60-741.5, Equal Opportunity Clause and Affirmative Action Clause for Handicapped and Disabled Persons. Facility agrees not to discriminate against any Medicare Member on the basis of any factor that is related to health status, including, but not limited to the following: (1) medical condition, including mental as well as physical illness; (2) claims experience; (3) receipt of health care; (4) medical history; (5) genetic information; (6) evidence of insurability, including conditions arising out of acts of domestic violence; and (7) disability.

f) Exclusion of Certain Persons. Facility certifies that neither it nor any of its principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) (Principals) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program (including, but not limited to, Medicare and Medicaid) by any Federal department or agency. Facility agrees to provide immediate written notice to Healthways if it learns at any time that the certification herein was erroneous when submitted or if, during the Term of this Agreement, it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program. If subcontracting is permitted by the Agreement, Facility agrees that its subcontractors will comply with the foregoing covenant. Facility agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of either party, or any of its principals or subcontractors, shall constitute cause for immediate termination of this Agreement. Facility further agrees to comply with all Federal anti-terrorism rules and regulations. Each party's signature below shall serve as certification that, to the best of the party's knowledge, the party 1) is not; 2) has not been designated as; 3) is not owned, affiliated, or controlled by; and 4) does not support, assist or aid a suspected terrorist organization or individual as defined by Federal law including, but not limited to, Executive Order 13224.

g) Hold Harmless. With the exception of charges for services not covered under this Agreement, Facility shall in no event bill, charge, collect a deposit from, or hold liable for any debts of Healthways or Facility, Members or any applicable government agency. In the event a Member provides payment to Facility for services provided pursuant to this Agreement, Healthways retains the right to deduct an equivalent amount from the compensation payable to Facility for the purpose of Member reimbursement. All obligations under this section shall survive the termination of this Agreement, regardless of the cause giving rise to such termination, including, without limitation, insolvency of either party or breach of this Agreement.

h) Mutual Waiver of Claims and Indemnity. Unless caused by the gross negligence or intentional wrongdoing of either Party, Sponsoring Organization, or any applicable government agency, the Parties hereby waives and releases all claims against the other Party, Sponsoring Organization, and applicable government agency, and/or any of their respective officers, directors, shareholders, employees, or representatives, in respect of a Member participating in the Healthways Network, and Parties, Sponsoring Organization, and government agency shall not be liable for injury to person or damage to property sustained by Sponsoring Organization's Members as a result of participation in any activities which may be undertaken in or sponsored by Facility, including, but not limited, to any accident, or from any occurrence, or act, or from negligence or omission on the part of Facility or any employee or agent thereof. Parties shall indemnify, defend, and hold harmless the other Party, Sponsoring Organization, Members, and applicable government agency and their respective officers, directors, shareholders, employees, and representatives, on a current basis, from any and all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys' fees) arising out of or in any

way related to any negligent act or other wrongful conduct by either Party under this Agreement, except to the extent caused by the gross negligence or intentional wrongdoing of either Party, Sponsoring Organization, or applicable government agency.

Healthways and Facility agree that to the extent permitted by law, the Parties shall cooperate with one another in the defense of any claim arising from alleged tortious acts of their respective officers, shareholders, employees, or agents and to give one another written notice of any claims covered by this paragraph. All obligations under this section shall survive the termination of this Agreement, regardless of the cause giving rise to such termination, including, without limitation, insolvency of either party or breach of this Agreement.

i) Professionally-Recognized Standards. Healthways and Facility shall provide the Program to Sponsoring Organization Members in a manner consistent with quality assurance standards, the Reference Guide, and professionally-recognized standards of fitness and wellness programs.

3. Compensation.

a) Program Utilization Payment for Martin Memorial Health & Fitness at Port St. Lucie Community Center (Loc ID 4032). Healthways shall compensate Facility $3.25 per Program Visit, up to a maximum of $32.50 per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Healthways shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Healthways Network at least once in a given month

b) Program Utilization Payment for All Other Locations. Healthways shall compensate Facility $3.00 per Program Visit, up to a maximum of $30.00 per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Healthways shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Healthways Network at least once in a given month.

c) Minimum Payment Guarantee. With the exception of the month in which Program Ready Date occurs, Facility is guaranteed the greater of 1) the Program Utilization Payment above; or 2) a minimum monthly payment of $250.00 per location of Facility identified in Exhibit A as providing classes. For the month in which Program Ready Date occurs, the Minimum Payment Guarantee may be pro-rated based on the number of days remaining in the month beginning with the Program Ready Date.

d) Payment Schedule. Payment shall be processed for direct deposit by Healthways by the last day of the month following the month in which Program Visits occurred ("following month"), provided Healthways receives Facility's monthly utilization data by the fifth (5th) day of the following month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Healthways within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

PROGRAM SCHEDULE

Program Name:	Commercial Fully Subsidized Program
Program Brands:	Prime®, Prime MCA, and other brand names for the Commercial Fully Subsidized Program communicated to Facility by Healthways from time to time
Member Type:	Commercial
Program Description:	The Program is offered to Members of the Sponsoring Organization. The Program includes basic fitness membership services for Members provided through a network of facilities; also included in the Program are all facets presented in the Duties and Obligations of Facility section of the Agreement.

1. Program Duties and Obligations of Facility. In exchange for the compensation to be paid by Healthways, Facility shall perform the following services:

   a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Healthways of electronic reporting containing the required data elements; and 2) Healthways-scheduled and led training.

   b) Introductory Orientation for Prime Members. Facility shall offer the Program to all Members identified by Healthways as eligible for the Program. In addition to a basic fitness membership at no cost to the Member, Facility shall provide Members with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).

   c) Reporting Obligations of Facility. Facility shall report Program utilization to Healthways on a monthly basis. Program utilization reporting shall consist of all a) Program forms, and b) Member visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Healthways no later than the fifth (5th) day of the following month. The required file format and data elements are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Healthways may provide technical support to Facility if necessary.

   d) Program Training for Facility Staff. Facility staff who have regular contact with Members are required to participate in Healthways training prior to commencement of the Program and as needed thereafter to account for staff turnover and to ensure proper service for Members.

2. Medicaid Compliance for Program(s) Provided to Medicaid Recipients. In recognition that Sponsoring Organization and its subcontractors may be obligated to comply with all applicable federal governmental regulations regarding services to Medicaid members, including the rules and regulations of the Centers for Medicare and Medicaid Services (CMS), Healthways and Facility mutually agree to comply with the following for services provided to Medicaid members.

   a) Compliance with Federal and State Laws. Healthways and Facility acknowledge that payments made to Facility under this Agreement may be made from federal funds. Therefore, in connection with all services rendered under the Agreement, Healthways and Facility agree to comply with the requirements of the contracts between Healthways' customers and CMS (the "CMS Contracts"), and all applicable federal and state laws and regulations and CMS guidance and instructions, including, but not limited to all Medicaid laws, such as the Medicare Modernization Act and the regulations contained in 42 CFR Parts 422 and 423; all applicable state and federal privacy and security requirements, including but not limited to the confidentiality, privacy and security provisions for Medicare health plans contained in the regulations found at 42 CFR 422.118 and 42 CFR 423.136; and all applicable laws, regulations and guidance designed to prevent fraud, waste or abuse of federal funds, including the False Claims Act (31 U.S.C. 3729 et seq.), the Anti-kickback statute (Social Security Act § 1128B(b)), and HIPAA administrative simplification rules (45 CFR Parts 160, 162, and 164).

b) Right to Inspect. Healthways and Facility acknowledge and agree that the Department of Health and Human Services (HHS), the Comptroller General, or their designees, or any applicable state or federal governmental entity, or Sponsoring Organization, shall have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, and records involving transactions related to services provided under this Agreement to Medicaid Members. Healthways and Facility shall maintain accurate records of compliance with this Agreement ("Records") in accordance with recognized accounting and document retention practices and in a format that shall permit audit. Such Records shall be maintained by Healthways and Facility for a period of ten (10) years following expiration or termination of this Agreement. This right to inspect shall extend for a period of ten (10) years from the termination date of the CMS Contracts (or applicable CMS Contract), or the date of completion of any audit in connection with the Medicaid health plans, whichever is later. Healthways and Facility will make its books and other records available in accordance with 42 CFR 422.504(i)(2) and 42 CFR 423.505(i)(2) and any other applicable laws and regulations. In the event Facility is unable to retain such records for ten (10) years, Facility shall provide the records to Healthways at the conclusion of this Agreement and Healthways shall retain the records on behalf of Facility.

c) External Review. Healthways and Facility agree to cooperate with all independent quality review and improvement organization activities required by CMS and/or Sponsoring Organization pertaining to the provision of services to Sponsoring Organization Members.

d) Privacy/Confidentiality. Healthways and Facility agree to safeguard the privacy of any information that identifies a particular Sponsoring Organization Member in accordance with federal and state laws and Sponsoring Organization policy and to maintain Sponsoring Organization Members' records in an accurate and timely manner.

e) Non-Discrimination. Healthways and Facility agree to not discriminate against any person because of race, sex, age, marital status, national origin, religion, color, citizenship, disability, health status, health insurance coverage or veteran status. As applicable, Healthways and Facility agree to comply with 1) Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR Part 84; 2) The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR Part 91; 3) The Americans With Disabilities Act; 4) The Rehabilitation Act of 1973; 5) Other laws applicable to recipients of federal funds; and 6) All other applicable laws and rules. This Agreement incorporates by reference and is subject to the following regulations of the Office of Federal Contract Compliance Programs, Department of Labor: 41 C.F.R. §60-1.4, Equal Opportunity Clause; 41 C.F.R. §60-250.5, Equal Opportunity Clause and Affirmative Action Clause for Special Disabled Veterans and Veterans of the Vietnam Era; 41 C.F.R §60-741.5, Equal Opportunity Clause and Affirmative Action Clause for Handicapped and Disabled Persons. Healthways and Facility agree not to discriminate against any Medicaid Member on the basis of any factor that is related to health status, including, but not limited to the following: (1) medical condition, including mental as well as physical illness; (2) claims experience; (3) receipt of health care; (4) medical history; (5) genetic information; (6) evidence of insurability, including conditions arising out of acts of domestic violence; and (7) disability.

f) Exclusion of Certain Persons. Healthways and Facility each certify that neither it nor any of its principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) (Principals) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program (including, but not limited to, Medicare and Medicaid) by any Federal department or agency. Facility agrees to provide immediate written notice to Healthways if it learns at any time that the certification herein was erroneous when submitted or if, during the Term of this Agreement, it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program. If subcontracting is permitted by this Agreement, Healthways and Facility agree that its subcontractors will comply with the foregoing covenant. Healthways and Facility agree that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of either party, or any of its Principals or subcontractors, shall constitute cause for immediate termination of this Agreement. Healthways and Facility further agree to comply with all Federal anti-terrorism rules and regulations. Each party's signature below shall serve as certification that, to the best of the party's knowledge, the party 1) is not; 2) has not been designated as; 3) is not owned, affiliated, or controlled by; and 4) does not support, assist or aid a suspected terrorist organization or individual as defined by Federal law including, but not limited to, Executive Order 13224.

g) Hold Harmless. With the exception of charges for services not covered under this Agreement, Healthways and Facility shall in no event bill, charge, collect a deposit from, or hold liable for any debts of Healthways or Facility, Members or any applicable government agency. In the event a Member provides payment to Facility for services provided pursuant to this Agreement, Healthways retains the right to deduct an equivalent amount from the compensation payable to Facility for the purpose of Member reimbursement. All obligations under this section shall survive the termination of this Agreement, regardless of the cause giving rise to such termination, including, without limitation, insolvency of either party or breach of this Agreement.

h) Mutual Waiver of Claims and Indemnity. Unless caused by the gross negligence or intentional wrongdoing of either Party, Sponsoring Organization, or any applicable government agency, the Parties hereby waives and releases all claims against the other Party, Sponsoring Organization, and applicable government agency, and/or any of their respective officers, directors, shareholders, employees, or representatives, in respect of a Member participating in the Healthways Network, and Parties, Sponsoring Organization, and government agency shall not be liable for injury to person or damage to property sustained by Sponsoring Organization's Members as a result of participation in any activities which may be undertaken in or sponsored by Facility, including, but not limited, to any accident, or from any occurrence, or act, or from negligence or omission on the part of Facility or any employee or agent thereof. Parties shall indemnify, defend, and hold harmless the other Party, Sponsoring Organization, Members, and applicable government agency and their respective officers, directors, shareholders, employees, and representatives, on a current basis, from any and all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys' fees) arising out of or in any way related to any negligent act or other wrongful conduct by either Party under this Agreement, except to the extent caused by the gross negligence or intentional wrongdoing of either Party, Sponsoring Organization, or applicable government agency.

Healthways and Facility agree that to the extent permitted by law, the Parties shall cooperate with one another in the defense of any claim arising from alleged tortious acts of their respective officers, shareholders, employees, or agents and to give one another written notice of any claims covered by this paragraph. All obligations under this section shall survive the termination of this Agreement, regardless of the cause giving rise to such termination, including, without limitation, insolvency of either party or breach of this Agreement.

i) Professionally-Recognized Standards. Healthways and Facility shall provide the Program to Sponsoring Organization Members in a manner consistent with quality assurance standards, the Reference Guide, and professionally-recognized standards of fitness and wellness programs.

3. Compensation.

a) Program Utilization Payment. Healthways shall compensate Facility $3.30 per Program Visit, up to a maximum of $35.00 per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Healthways shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Healthways Network at least once in a given month.

b) Payment Schedule. Payment shall be processed for direct deposit by Healthways by the last day of the month following the month in which Program Visits occurred ("following month"), provided Healthways receives Facility's monthly utilization data in a timely manner. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Healthways within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

PROGRAM SCHEDULE

Program Name:	Commercial Member Pay Program
Program Brands:	Prime PB and other brand names for the Commercial Member Pay Program communicated to Facility by Healthways from time to time
Member Type:	Commercial
Program Description:	The Program is offered to Members of the Sponsoring Organization. The Program includes basic fitness membership services for Members provided through a network of facilities; also included in the Program are all facets presented in the Duties and Obligations of Facility section of the Agreement. For purposes of this Program, Member Pay is defined as a monthly payment made by Member to Healthways to participate in the Program.

1. Program Duties and Obligations of Facility. In exchange for the compensation to be paid by Healthways, Facility shall perform the following services:

   a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Healthways of electronic reporting containing the required data elements; and 2) Healthways-scheduled and led training.

   b) Introductory Orientation for Prime Members. Facility shall offer the Program to all Members identified by Healthways as eligible for the Program. In addition to a basic fitness membership at no cost to the Member, Facility shall provide Members with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).

   c) Reporting Obligations of Facility. Facility shall report Program utilization to Healthways on a monthly basis. Program utilization reporting shall consist of all a) Program forms, and b) Member visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Healthways no later than the fifth (5th) day of the following month. The required file format and data elements are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Healthways may provide technical support to Facility if necessary.

   d) Program Training for Facility Staff. Facility staff who have regular contact with Members are required to participate in Healthways training prior to commencement of the Program and as needed thereafter to account for staff turnover and to ensure proper service for Members.

2. Compensation.

   a) Program Utilization Payment. Healthways shall compensate Facility $3.50 per Program Visit, up to a maximum of $35.00 per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Healthways shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Healthways Network at least once in a given month.

   b) Payment Schedule. Payment shall be processed for direct deposit by Healthways by the last day of the month following the month in which Program Visits occurred ("following month"), provided Healthways receives Facility's monthly utilization data in a timely manner. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Healthways within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

EXHIBIT A-1

FACILITY INFORMATION

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

Facility Name:	Martin Memorial Health & Fitness Center at Port St. Lucie Community Center
Physical Address:	2195 S. E. Airoso Blvd.
	Port St. Lucie, FL 34984
Phone Number:	(772) 873-6432
Web Site Address:	www.cityofpsl.com

**To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal.*

Amenity/Program	☒ Offered as part of basic membership at no additional cost to Members
Cardiovascular Equipment	
Group Exercise/Aerobics Area	
Hot Tub/Whirlpool	
Resistance Training Equipment	
Steam and/or Sauna	
Swimming Pool – Seasonal (not available throughout the year)	
Swimming Pool – Year-Round	

Fax: ( ) _____ ☐ Direct Fax ☐ Need to call first

General Email: _____

Who will be our primary location contact (Healthways Program Advisor)? This individual will be responsible for scheduling training, coordinating with our Provider Services Liaison, and will need access to member records.

Contact Person: _____

Contact Title: _____

Contact Phone: ( ) _____

Contact Fax: ( ) _____

Contact Email: _____

Mailing Address (if not the same as Physical Address):

Mailing Address: _____

_____

Shipping Address (if not the same as Physical Address):

Shipping Address: _____

_____

Staffed Hours of Operation

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open							
Closed							

Are Members able to access Facility during unstaffed hours? ☐ No ☐ Yes

What non-English languages does staff speak fluently? Please list:

_____

Please select one category that best describes Facility:
☐ Commercial
☐ Hotel or Resort
☐ JCC
☐ Kroc Center
☐ Medical with physical therapy
☐ Medical without physical therapy
☐ Municipal
☐ Senior Living
☐ US Tennis Association
☐ YMCA
☐ YWCA
☐ Other not-for-profit

Please select one location type:
☐ Men and women
☐ Women only
☐ Men only

EXHIBIT A-1

FACILITY INFORMATION

SSFP ONLY

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

Facility Name:	Civic Center Fitness Center – Port St. Lucie (Loc ID 23546)
Physical Address:	9221 S.E. Civic Center Pl. Port St. Lucie, FL 34952
Phone Number:	(772) 807-4483
Web Site Address:	www.cityofpsl.com

**To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal.*

Amenity/Program	☒ Offered as part of basic membership at no additional cost to Members
Cardiovascular Equipment	
Group Exercise/Aerobics Area	
Hot Tub/Whirlpool	
Resistance Training Equipment	
Steam and/or Sauna	
Swimming Pool – Seasonal (not available throughout the year)	
Swimming Pool – Year-Round	

Fax: ( ) _____ ☐ Direct Fax ☐ Need to call first

General Email: _____

Who will be our primary location contact (Healthways Program Advisor)? This individual will be responsible for scheduling training, coordinating with our Provider Services Liaison, and will need access to member records.

Contact Person: _____

Contact Title: _____

Contact Phone: ( ) _____

Contact Fax: ( ) _____

Contact Email: _____

Mailing Address (if not the same as Physical Address):

Mailing Address: _____

_____

Shipping Address (if not the same as Physical Address):

Shipping Address: _____

_____

Staffed Hours of Operation

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open							
Closed							

Are Members able to access Facility during unstaffed hours? ☐ No ☐ Yes

What non-English languages does staff speak fluently? Please list:

_____

Please select one category that best describes Facility:
☐ Commercial
☐ Hotel or Resort
☐ JCC
☐ Kroc Center
☐ Medical with physical therapy
☐ Medical without physical therapy
☐ Municipal
☐ Senior Living
☐ US Tennis Association
☐ YMCA
☐ YWCA
☐ Other not-for-profit

Please select one location type:
☐ Men and women
☐ Women only
☐ Men only

ATTACHMENT "5"

(to Agenda Memorandum)

1st Amendment to the Agreement between American Healthways Services, LLC and City of Port St. Lucie

FAX TO: 602-391-2138 ATTN: CONTRACTS DEPARTMENT

AMENDMENT TO THE AGREEMENT
BETWEEN AMERICAN HEALTHWAYS SERVICES, LLC AND
CITY OF PORT ST. LUCIE
EFFECTIVE MARCH 1, 2013

This document serves as an Amendment to the Healthways Provider Agreement (the "Agreement") between **AMERICAN HEALTHWAYS SERVICES, LLC** ("Healthways") and **CITY OF PORT ST. LUCIE** ("Facility"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows.

1. The Agreement shall be amended such that Facility shall not provide services for the brand SilverSneakers® Private Brand under the Mature Market Fully Subsidized Program, effective March 31, 2013.

2. The Agreement shall be amended such that the Program Schedule for Commercial Fully Subsidized Program shall be deleted in its entirety, effective March 31, 2013.

3. The Agreement shall be amended such that the Program Schedule for Commercial Member Pay Program shall be deleted in its entirety, effective March 31, 2013.

4. The Agreement shall be amended such that the Addendum for the Affinity product shall be deleted in its entirety, effective March 31, 2013.

5. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in force and effect.

6. The individual signing below on behalf of Facility represents and warranties that he/she has all requisite corporate power and authority to enter into this Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of March 1, 2013.

AMERICAN HEALTHWAYS SERVICES, LLC a Delaware corporation	CITY OF PORT ST. LUCIE
Signature	Signature
Mary Jo Ferron	Jeffrey Bremer Printed Name
Vice President, Fitness Programs	Interim City Manager Title
4-10-13 Date	March 27, 2013 Date

FL/24738/33471

ATTACHMENT "6"

(to Agenda Memorandum)

Agreement between American Healthways Services, LLC and City of Port St. Lucie

Confidential

HEALTHWAYS PROVIDER AGREEMENT

This Agreement is entered into between **AMERICAN HEALTHWAYS SERVICES, LLC**, for itself and on behalf of its subsidiaries (hereinafter referred to as "Healthways"), a Delaware corporation, and the undersigned Facility whose name and other identifying information appear herein ("Facility"); and together, the "Parties." This Agreement replaces and supersedes any other agreement between or among Facility and Healthways and its subsidiaries and affiliates for the Healthways programs and products represented herein. Following the execution hereof, all such other agreements shall be terminated on the effective date of this Agreement.

PREAMBLE

WHEREAS, Healthways has entered into agreements with health plans and other sponsoring organizations to provide fitness services, benefits, and programs to eligible Members within an established network of fitness centers;

WHEREAS, Facility offers health and fitness programming and services;

WHEREAS, Healthways would like to include Facility, and Facility desires to be included, as a member of the network of facilities for one or more Healthways products to provide subsidized basic fitness memberships and services, all on the terms and conditions as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises set forth above and the promises hereinafter appearing, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

I. Definitions. The terms defined in this section shall have the meanings specified for all purposes of this Agreement.

a) "Agreement" means this Healthways Provider Agreement between Healthways and Facility and any amendments thereto.

b) "Confidential Information" means all provisions of this Agreement and any business expertise, manuals, videos, trade secrets, compensation and Sponsoring Organization Member information, to the extent of the Florida Public Records Law, Chapter 119, Florida Statutes et seq., permits.

c) "Facility" means Facility and any additional participating locations of Facility as mutually agreed to and set forth in Exhibit A, which have entered into this Agreement with Healthways to be part of its Healthways Network, on the terms and conditions set forth herein.

d) "Healthways Network" means, collectively, all participating locations that have entered into a contract agreement with Healthways to provide the Program.

e) "Member" means a Sponsoring Organization member, employee, dependent or other person eligible for the Program as determined by the Sponsoring Organization's criteria.

f) "Program" means each of the Healthways programs described in the Program Schedules.

g) "Program Schedule" means each, and "Program Schedules" shall mean all, of the program schedules attached to this Agreement, and incorporated herein by reference, that describe the Healthways programs provided by Facility to Members of Sponsoring Organizations. Healthways and Facility acknowledge and agree that notwithstanding any other provision of this Agreement, Healthways may amend this Agreement upon sixty (60) days' prior written notice to Facility to modify existing Program Schedules or to add one or more new Program Schedules, and that Facility may decline participation in a new Program Schedule or decline proposed modifications to an existing Program Schedule upon written notice to Healthways within such sixty (60) day period if such modified or new Program Schedule would have a material adverse effect on Facility.

h) "Reference Guide" means the procedures and guidelines established by Healthways for participation in the Healthways Network by Facility and under which the Program is administered. The Reference Guide, which shall be

provided to Facility prior to the commencement of this Agreement, is incorporated herein by reference; the Reference Guide may be periodically updated by Healthways and updated copies shall be provided to Facility from time to time.

i) "Sponsoring Organization" means any organization, employer group, health plan or subset thereof that is contracted with Healthways to provide the Program to its members and whose members may therefore utilize Facility in accordance with the terms of this Agreement. Facility shall provide the Program to eligible Members of all Sponsoring Organizations. Sponsoring Organization information shall be available to Facility, and such Sponsoring Organization information shall be incorporated herein by reference.

j) "Term" means the Initial Term of the Agreement and each successive one (1) year period as provided in the Term section of this Agreement.

2. Duties and Obligations of Facility.

a) Acceptance to and Participation in the Healthways Network. Healthways' execution of this Agreement shall serve as notice of Facility's acceptance into the Healthways Network. In order to become and remain a participant in the all quality assurance standards, operations, protocols, policies, procedures, follow-up guidelines, and health and safety standards of Healthways.

b) Member Program Rights. Facility shall not impose any charges on Members for Program services covered under this Agreement. At no charge to the Member, each Member shall establish and maintain a basic fitness membership with unrestricted hours at Facility, provided that such individual remains a Member and this Agreement remains in effect. The Program excludes programs and services offered by Facility which carry additional charges beyond basic fitness membership services, such as racquetball, tennis, massage and similar fee-based activities. If a Member requests services after being informed that the services are not covered under the Program, the Member shall be solely liable for payment.

c) Joint Marketing and Public Relations. Facility agrees to allow Healthways and Sponsoring Organization to use the name, address, phone, amenities and web site information provided in Exhibit A in marketing and advertising materials and campaigns. All marketing and advertising materials, and materials intended for distribution to Members prepared by Facility that refer to the Program, Healthways, or Sponsoring Organization shall be approved by Healthways in writing prior to their distribution. Facility agrees to make best efforts to coordinate all media communications through the Healthways Public Relations Department, and immediately inform Healthways of all media inquiries regarding the Program, Healthways, or Sponsoring Organization.

d) Limited Facility Use of Healthways Trademarks, Logos, and Copyrighted Materials. Facility agrees that for the Term of this Agreement, all external marketing and advertising of all Healthways trademarked and service marked names, logos, identities, formats, and materials, including the Program name, will first be approved in writing by Healthways, and that at the conclusion of this Agreement, Facility shall cease all advertising, marketing, and references to the same.

e) Customer Service. Facility agrees that in the event any disagreement arises between Facility, Healthways and/or Sponsoring Organization on any matter whatsoever, Healthways, Facility, and/or Sponsoring Organization or any subset thereof shall work with the other party(ies) to reach a resolution of the disagreement, and no one shall involve Members in any matter concerning such a disagreement.

f) Research Studies. Facility shall obtain prior written approval from Healthways for any research or clinical studies of Members or the Program. Facility shall provide study findings and results to Healthways prior to any publication or presentation of such findings or results.

g) Membership Conversion. Facility agrees that Members eligible for a fully subsidized Program who are currently members of Facility will be able to inactivate or "freeze" their memberships for the duration of this Agreement and pay no monthly dues, cancellation fee, or other fees during the inactivation period so that they may attend Facility at no charge under the Program. At the time this Agreement terminates, or if applicable Members terminate their membership in Sponsoring Organization, those Members will then be responsible for the remaining terms of their individual memberships with Facility. Facility shall not refuse or dissuade eligible Members from participating in the Program.

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h) Healthways Network Reciprocity. For the Term of this Agreement, all Members utilizing the Program will be allowed, after completing Program enrollment, to visit any and all Healthways Network participating locations offering the Healthways Program for which they are eligible. Reciprocity rights under this Agreement shall not include locations of Facility or other affiliated facilities not specifically set forth in Exhibit A.

i) Healthways Fitness Provider Portal. Facility shall work cooperatively with Healthways to create and maintain user accounts on the web-based Healthways Fitness Provider Portal. Facility shall utilize the Healthways Fitness Provider Portal to verify Member eligibility and to obtain and access Healthways materials, including Sponsoring Organization information, training materials, Program forms, Program reports, and the Reference Guide.

3. Compensation. As payment for Program services, Healthways shall pay Facility according to the terms set forth in each applicable Program Schedule attached hereto for services provided on or after the Program Ready Date. Compensation paid by Healthways is inclusive of any and all taxes which Facility may be required to pay to any governmental authority. Healthways will make payment to Facility via electronic funds transfer.

4. Term.

a) Initial Term and Ready Date. This Agreement will commence upon execution by the Parties, and shall continue in full force and effect until December 31, 2013 ("Initial Term"), subject to cancellation as provided in the Cancellation section below. Services to Members and payment for such services shall commence on a date following the commencement of this Agreement that shall be communicated to Facility by Healthways ("Ready Date").

b) Renewal of Agreement. This Agreement shall be automatically renewed for successive one year terms after the Initial Term unless either party gives written notice of termination at least one hundred twenty (120) days prior to the expiration of the Initial Term or the current renewal Term of the Agreement or unless the Agreement is canceled pursuant to the Cancellation section below.

5. Cancellation.

a) Change in Terms; Poor Usage. Healthways retains, upon thirty (30) days' written notice, the right to terminate this Agreement or the participation by Facility under any Program Schedule for any location of Facility in Exhibit A on the basis of poor usage of Facility by Members or upon termination or change in terms of a Sponsoring Organization's contract with Healthways. In the event Healthways terminates Facility's participation in Healthways Network, Facility shall be compensated per this Agreement for services rendered up to and including the date of cancellation.

b) Bankruptcy. Notwithstanding any provision in this Agreement, if at any time there shall be filed by or against a party to this Agreement, in any court, tribunal, administrative agency, or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if this action is not dismissed after ninety (90) calendar days, this Agreement may be immediately canceled and terminated by the other party.

c) Material Breach. Either party may terminate this Agreement by providing the other party with a minimum of thirty (30) days' prior written notice in the event the other party commits a material breach of any provision of this Agreement. The notice must specify the nature of said material breach. The breaching party shall have thirty (30) days from receipt of the notice to correct the material breach. In the event the breaching party fails to cure the material breach within the thirty (30) day period, this Agreement shall automatically terminate upon completion of the thirty (30) day period, notwithstanding any other provision in this Agreement.

d) Early Termination. Notwithstanding any other provision of this Agreement, Healthways may terminate this Agreement at any time upon notice to Facility due to 1) failure of Facility to maintain necessary insurance coverage as required by this Agreement; 2) closure of Facility, resulting in denial of Program services to Members, without a minimum of thirty (30) days' prior written notice to Healthways; 3) fraudulent Program utilization reporting by Facility; or 4) Healthways' reasonable determination that the health or safety of Members may be in jeopardy if this Agreement is not terminated.

e) Default. In the event that Facility defaults under this Agreement or the Agreement is terminated pursuant to the Material Breach section or the Early Termination section above, Healthways may, at its sole discretion and without limiting other remedies available to Healthways at law or in equity, withhold payment of any amounts otherwise due and payable to Facility under this Agreement.

f) Mutual Cancellation Option. Either Party may terminate this Agreement without cause upon sixty (60) days written notice to the other Party.

6. Confidentiality. All Confidential Information between Healthways and Facility are shared in strictest confidence. During the Term and at all times thereafter, Facility shall not divulge, furnish or make accessible to anyone or use in any way (other than use in the ordinary course of providing services under this Agreement) any Confidential Information. Upon completion of this Agreement or in the event of its termination, Facility shall return to Healthways all of Healthways' materials used in the provision of the Program, including the Reference Guide and Member files. Facility's obligations under this chapter are subject to the requirements of the Florida Public Records Law, Chapter 119, Florida Statutes et seq.

7. Member Contact. Facility agrees to not directly contact Members during the Term of this Agreement in regard to business related matters pertaining to the Program, such as, but not limited to, switching health care plans, disenrolling, enrolling with other health care plans or similar entities, or contracting directly with Facility instead of Healthways and Sponsoring Organization.

8. Insurance. Facility shall obtain and maintain in force general liability insurance coverage in an amount of at least $1,000,000 per occurrence, and shall cause such insurance to require that the carrier will provide Healthways written notice of expiration, termination, or cancellation at least thirty (30) days prior to any expiration, termination, or cancellation of such policy. Facility shall provide a current certificate of insurance with this Agreement and within ten (10) days of request by Healthways thereafter. PLEASE ATTACH A COPY OF FACILITY LIABILITY POLICY FACE SHEET.

9. Notices. Unless expressly provided otherwise, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when sent by 1) facsimile transmission using equipment that provides automatic verification of transmission; 2) hand delivery, including by a recognized courier service; or 3) registered or certified mail, postage prepaid, return receipt requested. Notices under the Agreement to Facility shall be to the Contract Administrator in Exhibit A-2. Notices under the Agreement to Healthways shall be to: Healthways Provider Networks Department, 1446 South Spectrum Blvd., Suite 100, Chandler, Arizona 85286; Fax: 602-391-2138.

Facility shall provide a minimum of ten (10) days notice to Healthways in the event of a change in any of the information provided in Exhibit A of this Agreement. Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

10. Miscellaneous.

a) Compliance with Federal and State Rules and Regulations. For the Term of this Agreement, Facility shall comply with all applicable federal and state rules and regulations regarding services provided to Members.

b) Business License and Regulatory Standards. Facility shall hold an active and unrestricted business license as required by law, covering all aspects of services offered, and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Facility operates.

c) [illegible] remaining provisions of this Agreement.

d) Amendment of Agreement to Comply with Law. Healthways and Facility acknowledge and agree that Healthways may amend this Agreement in order to comply with applicable law, by sixty (60) days' prior written notice to Facility, and that Facility may elect to withdraw its acceptance with regard to such amendment within such sixty (60) day period if such amendment would have a material adverse effect on Facility.

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e) Applicable Law. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida.

f) Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

g) Integration. This Agreement, together with any Exhibits and Schedules hereto, represents the entire understanding and agreement among the Parties with respect to the subject matter hereof and shall supersede any prior writings, understandings, or agreements among the Parties with respect to the subject matter hereof.

h) Sale of Business/Transfer of Assets. If Facility desires to sell or transfer its business to another entity, Facility shall so advise Healthways in writing at least ninety (90) days' prior to the sale or transfer date. Upon notification of sale, Healthways may, in its sole discretion, choose to terminate the Agreement effective on date of sale or extend the terms of the Agreement to the new entity.

i) Authority to Sign. The individual signing below on behalf of Facility represents and warrants that he/she has all requisite corporate power and authority to enter into this Agreement on behalf of Facility.

IN WITNESS WHEREOF, the Parties have agreed as set forth above.

AMERICAN HEALTHWAYS SERVICES, LLC
a Delaware corporation

Mary Jo Ferron
Signature

Mary Jo Ferron

Vice President, Fitness Programs

2/12/13
Date

City of PSL Civic Center
Name of Facility

Signature

GREGORY J. DRAVEC
Printed Name

City Manager
Title

1/28/13
Date

Confidential

PROGRAM SCHEDULE

Program Name:	Mature Market Fully Subsidized Program
Program Brands:	SilverSneakers® Fitness Program, SilverSneakers® Private Brand, and other brand names for the Mature Market Fully Subsidized Program communicated to Facility by Healthways from time to time
Member Type:	Medicare, Group Retirees and Older Adults
Program Description:	The Program is offered to Members of the Sponsoring Organization. The Program includes SilverSneakers exercise classes and basic fitness membership services for Members provided through a network of facilities; also included in the Program are all facets presented in the Duties and Obligations of Facility section of the Agreement.

1. Program Duties and Obligations of Facility. In exchange for the compensation to be paid by Healthways, Facility shall perform the following services:

   a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Healthways of electronic reporting containing the required data elements; 2) Healthways-scheduled and led training; and 3) Healthways' evaluation of Facility prior to the Program Ready Date to certify Facility's preparedness to provide Program.

   b) Facility shall be appropriately staffed in accordance with professionally-recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday.

   c) Program Enrollment. Facility shall enroll Members in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

   d) Reporting Obligations of Facility. Facility shall report Program utilization to Healthways on a monthly basis. Program utilization reporting shall consist of all 1) Program forms, including enrollment forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Healthways no later than the fifth (5th) day of the following month. The required file format and data elements are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Healthways may provide technical support to Facility if necessary.

   e) SilverSneakers Classes. Facility shall provide Healthways' group exercise class, SilverSneakers Muscular Strength and Range of Movement, a minimum of two (2) days per week on non-consecutive days. All SilverSneakers classes shall be offered during Members' primary hours of utilization. Facility agrees to add additional classes if the current classes remain at capacity for four (4) or more consecutive weeks, or as demand dictates, and will solely bear the costs of adding such classes. Facility and Healthways agree to work cooperatively to add optional SilverSneakers classes as needed.

   f) SilverSneakers Class Equipment. Healthways shall ensure that Facility has all required equipment for the classes available by the Program Ready Date, including chairs, elastic tubing with handles, hand-held weights, the SilverSneakers ball and appropriate music, and shall provide such equipment to Facility as necessary. Following the Program Ready Date, Facility shall be responsible for maintaining and replenishing the equipment, and shall comply with the exact specifications for this equipment as defined in the Reference Guide.

   g) Instructor and Facility Staff Training. Facility staff who have regular contact with Members are required to participate in Healthways training prior to commencement of the Program and as needed thereafter to account for staff turnover and to ensure proper service for Members. Healthways will hold an Instructor training workshop to provide Facility Instructors with the necessary guidelines to teach the SilverSneakers class according to Program specifications. Two (2) instructors from Facility will be able to attend the initial workshop at no charge; additional instructors who pre-register may attend the initial workshop for a nominal fee.

h) Facility Staff Qualifications. All fitness professionals who come in contact with Members shall be qualified for their respective positions. All group exercise instructors must 1) possess current CPR certification; 2) be eighteen years of age or older; and 3) either hold a two (2) or four (4) year degree in health, exercise science, recreation or physical activity related field; or hold a current license for the following: RN, LPN, LMT, LPT, RYT; or hold a nationally recognized instructor/trainer certification that is available to the general population and requires continuing education courses and CPR certification as criteria for recertification. Each instructor teaching a SilverSneakers group format class must complete the Healthways Instructor training workshop for that class prior to teaching and once every four (4) years thereafter.

i) SilverSneakers Program Advisor. Facility shall designate one staff member as the SilverSneakers Program Advisor, who shall serve as a liaison to Healthways and as a resource person for SilverSneakers Members utilizing the Healthways Network, and is knowledgeable concerning all services provided by Facility to Members.

j) Guest Pass Program. Facility shall provide Program services to persons presenting a Healthways guest pass. Properly documented guest visits will be counted the same as a Member visit for purposes of calculating Facility's compensation.

2. Exclusivity. Facility agrees to an exclusive relationship with Healthways during the Term of this Agreement for all fully subsidized Medicare memberships, programs, products, and services, and Facility will not contract with any health plan, insurance plan, or third party benefits administrator to provide services that may compete in any way with the services being offered by Healthways. For the purposes of this Exclusivity provision, "fully subsidized" shall mean that the Member does not provide any direct payment to Facility.

3. Services to Members of Sponsoring Organization. Facility agrees that during the Term and for a period of one (1) year after the completion or termination of this Agreement, Facility shall not contract to provide a fully subsidized fitness benefit to Members of the Sponsoring Organization which has contracted with Healthways to provide the Program in a geographic area proximate to Facility, or engage in any competing fully subsidized fitness network business (defined as the ownership, management, or consultation of programs or services similar to those covered by this Agreement).

4. Insurance. Facility shall cause American Healthways Services, LLC, to be named as an additional insured on its general liability insurance policy "for all services provided under the contract agreement between Healthways and the insured." Facility shall provide such certificate of insurance to Healthways no later than thirty (30) days after Program Ready Date and within ten (10) days of request by Healthways thereafter.

5. Medicare Compliance for Program(s) Provided to Medicare Recipients. In recognition that Sponsoring Organization and its subcontractors may be obligated to comply with all applicable federal governmental regulations regarding services to Healthways and Facility mutually agree to comply with the following for services provided to Medicare members.

a) Compliance with Federal and State Laws. Healthways and Facility acknowledge that payments made to Facility under this Agreement may be made from federal funds. Therefore, in connection with all services rendered under the Agreement, Healthways and Facility agree to comply with the requirements of the contracts between Healthways' customers and CMS (the "CMS Contracts"), and all applicable federal and state laws and regulations and CMS guidance and instructions, including, but not limited to all Medicare laws, such as the Medicare Modernization Act and the regulations contained in 42 CFR Parts 422 and 423; all applicable state and federal privacy and security requirements, including but not limited to the confidentiality, privacy and security provisions for Medicare health plans contained in the regulations found at 42 CFR 422.118 and 42 CFR 423.136; and all applicable laws, regulations and guidance designed to prevent fraud, waste or abuse of federal funds, including the False Claims Act (31 U.S.C. 3729 et seq.), the Anti-kickback statute (Social Security Act § 1128B(b)), and HIPAA administrative simplification rules (45 CFR Parts 160, 162, and 164).

b) Right to Inspect. Healthways and Facility acknowledge and agree that the Department of Health and Human Services (HHS), the Comptroller General, or their designees, or any applicable state or federal governmental entity, or Sponsoring Organization, shall have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, and records involving transactions related to services provided under this Agreement to Medicare Members. Healthways and Facility shall maintain accurate records of compliance with this Agreement ("Records") in accordance with recognized accounting and document retention practices and in a format that shall permit audit. Such Records shall be maintained by Healthways and Facility for a period of ten (10) years following expiration or termination of this Agreement. This right to inspect shall extend for a period of ten (10) years from the

termination date of the CMS Contracts (or applicable CMS Contract), or the date of completion of any audit in connection with the Medicare health plans, whichever is later. Healthways and Facility will make its books and other records available in accordance with 42 CFR 422.504(i)(2) and 42 CFR 423.505(i)(2) and any other applicable laws and regulations. In the event Facility is unable to retain such records for ten (10) years, Facility shall provide the records to Healthways at the conclusion of this Agreement and Healthways shall retain the records on behalf of Facility.

c) External Review. Healthways and Facility agree to cooperate with all independent quality review and improvement organization activities required by CMS and/or Sponsoring Organization pertaining to the provision of services to Sponsoring Organization Members.

d) Privacy/Confidentiality. Healthways and Facility agree to safeguard the privacy of any information that identifies a particular Sponsoring Organization Member in accordance with federal and state laws and Sponsoring Organization policy and to maintain Sponsoring Organization Members' records in an accurate and timely manner.

e) Non-Discrimination. Healthways and Facility agree to not discriminate against any person because of race, sex, age, marital status, national origin, religion, color, citizenship, disability, health status, health insurance coverage or veteran status. As applicable, Healthways and Facility agree to comply with 1) Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR Part 84; 2) The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR Part 91; 3) The Americans With Disabilities Act; 4) The Rehabilitation Act of 1973; 5) Other laws applicable to recipients of federal funds; and 6) All other applicable laws and rules. This Agreement incorporates by reference and is subject to the following regulations of the Office of Federal Contract Compliance Programs, Department of Labor: 41 C.F.R. §60-1.4, Equal Opportunity Clause; 41 C.F.R. §60-250.5, Equal Opportunity Clause and Affirmative Action Clause for Special Disabled Veterans and Veterans of the Vietnam Era; 41 C.F.R §60-741.5, Equal Opportunity Clause and Affirmative Action Clause for Handicapped and Disabled Persons. Healthways and Facility agree not to discriminate against any Medicare Advantage Member on the basis of any factor that is related to health status, including, but not limited to the following: (1) medical condition, including mental as well as physical illness; (2) claims experience; (3) receipt of health care; (4) medical history; (5) genetic information; (6) evidence of insurability, including conditions arising out of acts of domestic violence; and (7) disability.

f) Exclusion of Certain Persons. Healthways and Facility each certify that neither it nor any of its principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) (Principals) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program (including, but not limited to, Medicare and Medicaid) by any Federal department or agency. Facility agrees to provide immediate written notice to Healthways if it learns at any time that the certification herein was erroneous when submitted or if, during the Term of this Agreement, it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program. If subcontracting is permitted by this Agreement, Healthways and Facility agree that its subcontractors will comply with the foregoing covenant. Healthways and Facility agree that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of either party, or any of its Principals or subcontractors, shall constitute cause for immediate termination of this Agreement. Healthways and Facility further agree to comply with all Federal and terrorism rules and regulations. Each party's signature below shall serve as certification that, to the best of the party's knowledge, the party 1) is not; 2) has not been designated as; 3) is not owned, affiliated, or controlled by; and 4) does not support, assist or aid a suspected terrorist organization or individual as defined by Federal law including, but not limited to, Executive Order 13224.

g) Hold Harmless. With the exception of charges for services not covered under this Agreement, Healthways and Facility shall in no event bill, charge, collect a deposit from, or hold liable for any debts of Healthways or Facility, Members or any applicable government agency. In the event a Member provides payment to Facility for services provided pursuant to this Agreement, Healthways retains the right to deduct an equivalent amount from the compensation payable to Facility for the purpose of Member reimbursement. All obligations under this section shall survive the termination of this Agreement, regardless of the cause giving rise to such termination, including, without limitation, insolvency of either party or breach of this Agreement.

h) Mutual Waiver of Claims and Indemnity. Unless caused by the negligence or intentional wrongdoing of either Party, Sponsoring Organization, or any applicable government agency, the Parties hereby waive and release all

claims against the other Party, Sponsoring Organization, and applicable government agency, and/or any of their respective officers, directors, shareholders, employees, or representatives, in respect of a Member participating in the Healthways Network, and Parties, Sponsoring Organization, and government agency shall not be liable for injury to person or damage to property sustained by Sponsoring Organization's Members as a result of participation in any activities which may be undertaken in or sponsored by Facility, including, but not limited, to any accident, or from any occurrence, or act, or from negligence or omission on the part of Facility or any employee or agent thereof. Parties shall indemnify, defend, and hold harmless the other Party, Sponsoring Organization, Members, and applicable government agency and their respective officers, directors, shareholders, employees, and representatives, on a current basis, from any and all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys' fees) arising out of or in any way related to any negligent act or other wrongful conduct by either Party under this Agreement, except to the extent caused by the negligence or intentional wrongdoing of either Party, Sponsoring Organization, or applicable government agency.

Healthways and Facility agree that to the extent permitted by law, the Parties shall cooperate with one another in the defense of any claim arising from alleged tortious acts of their respective officers, shareholders, employees, or agents and to give one another written notice of any claims covered by this paragraph. All obligations under this section shall survive the termination of this Agreement, regardless of the cause giving rise to such termination, including, without limitation, insolvency of either party or breach of this Agreement.

l) Professionally-Recognized Standards. Healthways and Facility shall provide the Program to Sponsoring Organization Members in a manner consistent with quality assurance standards, the Reference Guide, and professionally-recognized standards of fitness and wellness programs.

6. Compensation.

a) Program Utilization Payment. Healthways shall compensate Facility $3.00 per Program Visit, up to a maximum of $30.00 per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Healthways shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Healthways Network at least once in a given month.

b) Minimum Payment Guarantee. With the exception of the month in which Program Ready Date occurs, Facility is guaranteed the greater of 1) the Program Utilization Payment above; or 2) a minimum monthly payment of $250.00 per location of Facility identified in Exhibit A as providing SilverSneakers classes. For the month in which Program Ready Date occurs, the Minimum Payment Guarantee may be pro-rated based on the number of days remaining in the month beginning with the Program Ready Date.

c) Payment Schedule. Payment shall be processed for direct deposit by Healthways by the last day of the month following the month in which Program Visits occurred ("following month"), provided Healthways receives Facility's monthly utilization data by the fifth (5th) day of the following month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Healthways within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

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PROGRAM SCHEDULE

Program Name:	Commercial Fully Subsidized Program
Program Brands:	Prime® and other brand names for the Commercial Fully Subsidized Program communicated to Facility by Healthways from time to time (fully subsidized shall mean that the Member does not provide any direct payment to Facility).
Member Type:	Commercial
Program Description:	The Program is offered to Members of the Sponsoring Organization. The Program includes basic fitness membership services for Members provided through a network of facilities; also included in the Program are all facets presented in the Duties and Obligations of Facility section of the Agreement.

1. Program Duties and Obligations of Facility. In exchange for the compensation to be paid by Healthways, Facility shall perform the following services:

   a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Healthways of electronic reporting containing the required data elements; and 2) Healthways-scheduled and led training.

   b) Introductory Orientation for Prime Members. Facility shall offer the Program to all Members identified by Healthways as eligible for the Program. In addition to a basic fitness membership at no cost to the Member, Facility shall provide Members with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).

   c) Reporting Obligations of Facility. Facility shall report Program utilization to Healthways on a monthly basis. Program utilization reporting shall consist of all a) Program forms, and b) Member visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Healthways no later than the fifth (5th) day of the following month. The required file format and data elements are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Healthways may provide technical support to Facility if necessary.

   d) Program Training for Facility Staff. Facility staff who have regular contact with Members are required to participate in Healthways training prior to commencement of the Program and as needed thereafter to account for staff turnover and to ensure proper service for Members.

2. Compensation.

   a) Program Utilization Payment. Healthways shall compensate Facility $3.50 per Program Visit, up to a maximum of $35.00 per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Healthways shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Healthways Network at least once in a given month.

   b) Payment Schedule. Payment shall be processed for direct deposit by Healthways by the last day of the month following the month in which Program Visits occurred ("following month"), provided Healthways receives Facility's monthly utilization data in a timely manner. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Healthways within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

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PROGRAM SCHEDULE

Program Name:	Commercial Member Pay Program
Program Brands:	Prime PB and other brand names for the Commercial Member Pay Program communicated to Facility by Healthways from time to time.
Member Type:	Commercial
Program Description:	The Program is offered to Members of the Sponsoring Organization. The Program includes basic fitness membership services for Members provided through a network of facilities; also included in the Program are all facets presented in the Duties and Obligations of Facility section of the Agreement. For purposes of this Program, Member Pay is defined as a monthly payment made by Member to Healthways to participate in the Program.

3. Program Duties and Obligations of Facility. In exchange for the compensation to be paid by Healthways, Facility shall perform the following services:

   e) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following: 1) coordination with Healthways of electronic reporting containing the required data elements and 2)

   f) Introductory Orientation for Prime Members. Facility shall offer the Program to all Members identified by Healthways as eligible for the Program. In addition to a basic fitness membership at no cost to the Member, Facility shall provide Members with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).

   g) Reporting Obligations of Facility. Facility shall report Program utilization to Healthways on a monthly basis. Program utilization reporting shall consist of all a) Program forms, and b) Member visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Healthways no later than the fifth (5th) day of the following month. The required file format and data elements are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Healthways may provide technical support to Facility if necessary.

   h) Program Training for Facility Staff. Facility staff who have regular contact with Members are required to participate in Healthways training prior to commencement of the Program and as needed thereafter to account for staff turnover and to ensure proper service for Members.

4. Compensation.

   c) Program Utilization Payment. Healthways shall compensate Facility $3.50 per Program Visit, up to a maximum of $35.00 per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Healthways shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Healthways Network at least once in a given month.

   d) Payment Schedule. Payment shall be processed for direct deposit by Healthways by the last day of the month following the month in which Program Visits occurred ("following month"), provided Healthways receives Facility's monthly utilization data in a timely manner. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Healthways within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

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ADDENDUM

Facility hereby agrees to provide the Affinity product to commercial members under the terms and conditions set forth in this Agreement, and as described below.

Product Description: The Affinity product is a discount cash payment arrangement whereby Facility agrees to provide to individuals eligible for Affinity access to Facility services at a specific discount percent off Facility's published fee schedule.

Affinity Discount: Facility agrees to extend to individuals eligible for the Healthways Affinity product discounted services as follows. The following discounts represent a minimum of 10% off at least one of the rates:

Standard Initiation Rate: N/A % Discount

Monthly Membership Rate: 20 % Discount

[illegible] below is intended for distribution to members. Please confirm that it is accurate.

Facility Name:	Civic Center Fitness Center – Port Saint Lucie
Physical Address:	9221 S.E. Civic Center Pl.
	Port St. Lucie, FL 34952
Phone Number:	(772) 807-4488
Web Site Address:	www.cityofpsl.com

Please check the following amenities offered by Facility:

Amenity/Program	☒ Offered as part of basic membership at no additional cost to Members	☒ Not offered as part of basic membership - additional cost to Members
Cardiovascular Equipment	X	
Group Exercise/Aerobics Area	X	
Hot Tub/Whirlpool		
Resistance Training Equipment	X	
Steam and/or Sauna		
Swimming Pool – Seasonal (not available throughout the year)		
Swimming Pool – Year-Round		
Acupuncture		
Child Care		
Chiropractic Services		
Group Cycling	X	
Indoor Track		
Massage		X
Nutritional Services		
Personal Training		X
Physical Therapy		
Pilates	X	

Fax: (772) 398-2944 ☒ Direct Fax ☐ Need to call first

General Email: tonyat@cityofpsl.com

Who is responsible for daily Facility operations?

Contact Person: Tonya Taylor

Contact Title: Facility Administrator

Contact Phone: (772) 871-5092

Contact Fax: (772) 398-2944

Contact Email: tonyat@cityofpsl.com

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Who should Healthways contact to coordinate the technical aspects of monthly utilization data reporting?

Name: Tonya Taylor

Phone: 871-5092 (772)

Email: tonyat@cityofpsl.com

Mailing Address (if not the same as Physical Address):

Mailing Address: Same

Shipping Address (if not the same as Physical Address):

Shipping Address: Same

Staffed Hours of Operation

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open	7:30am	6am	6am	6am	6am	6am	7:30am
Closed	6pm	9pm	9pm	9pm	9pm	8pm	6pm

Are Members able to access Facility during unstaffed hours? ☒ No ☐ Yes

What non-English languages does staff speak fluently? Please list: Italian, Spanish

Please select one category that best describes Facility:

☐ Commercial
☐ JCC
☐ Medical/hospital
☒ Municipal
☐ YMCA
☐ YWCA
☐ Other not-for-profit

Please select one location type:

☒ Men and women
☐ Women only
☐ Men only

Confidential

EXHIBIT A-2

CONTRACT ADMINISTRATOR

Name: Tonya Taylor

Title: Facility Administrator

Mailing Address: 9221 SE Civic Center Place

Phone: 772, 871-5092

Fax: 772, 398-2944

Email: tonyat@cityofpsl.com

The Contract Administrator shall receive legal correspondence regarding the Agreement, shall have access to payment information for all Facilities in Exhibit A-1 to this Agreement, and shall be responsible for setting up Healthways Fitness Provider Portal accounts for Facility staff.

BUSINESS INFORMATION (Required)

Tax Identification Number / Employer Identification Number: 5 9 6 1 4 1 6 6 2

Business Name: Humana Fitness + Wellness Center / City of Port St. Lucie

- ☐ Individual/sole proprietor
- ☐ Corporation
- ☐ LLC
- ☒ Other government
- ☐ Partnership
- ☐ Exempt from backup withholding
- ☐ Not-For-Profit

Business License No.: N/A Licensing Authority (i.e., County/State): N/A

Tax Reporting Address: 121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Contract Administrator Signature: Tonya Taylor Date: 1/28/13

By signing this Agreement, under penalty of perjury I certify that: 1) all information provided above is true and correct to the best of my knowledge, 2) all Facilities in Exhibit A-1 to this Agreement are providing services under the above named business, and 3) in the event that the Business Name above differs from a Facility Name in Exhibit A-1 to this Agreement, then Facility is operating as a d/b/a of the above Business Name.

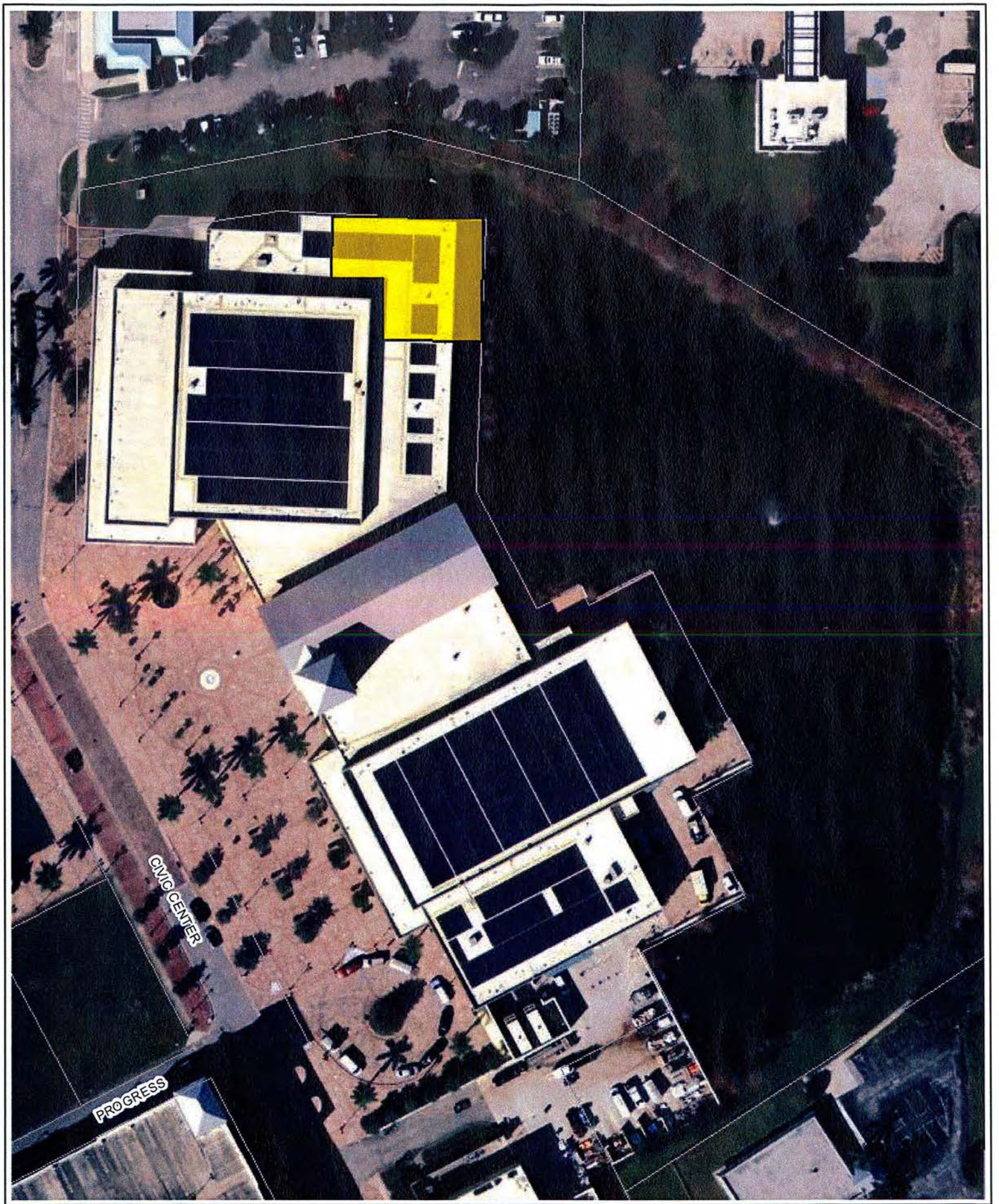
Payment Address: 9221 SE Civic Center Place
Port St. Lucie, FL 34952

Attention: Accounts Receivable

ATTACHMENT "7"

(to Agenda Memorandum)

Maps of the Humana Fitness and Wellness Center at the Port St. Lucie Civic Center and the Community Fitness and Wellness Center



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Humana Fitness & Wellness Center

at the PSL Civic Center

Map produced by the City of Port St Lucie City Council Map Generator Website on: 10/20/2016

Scale:

0 0.005 0.01 0.02

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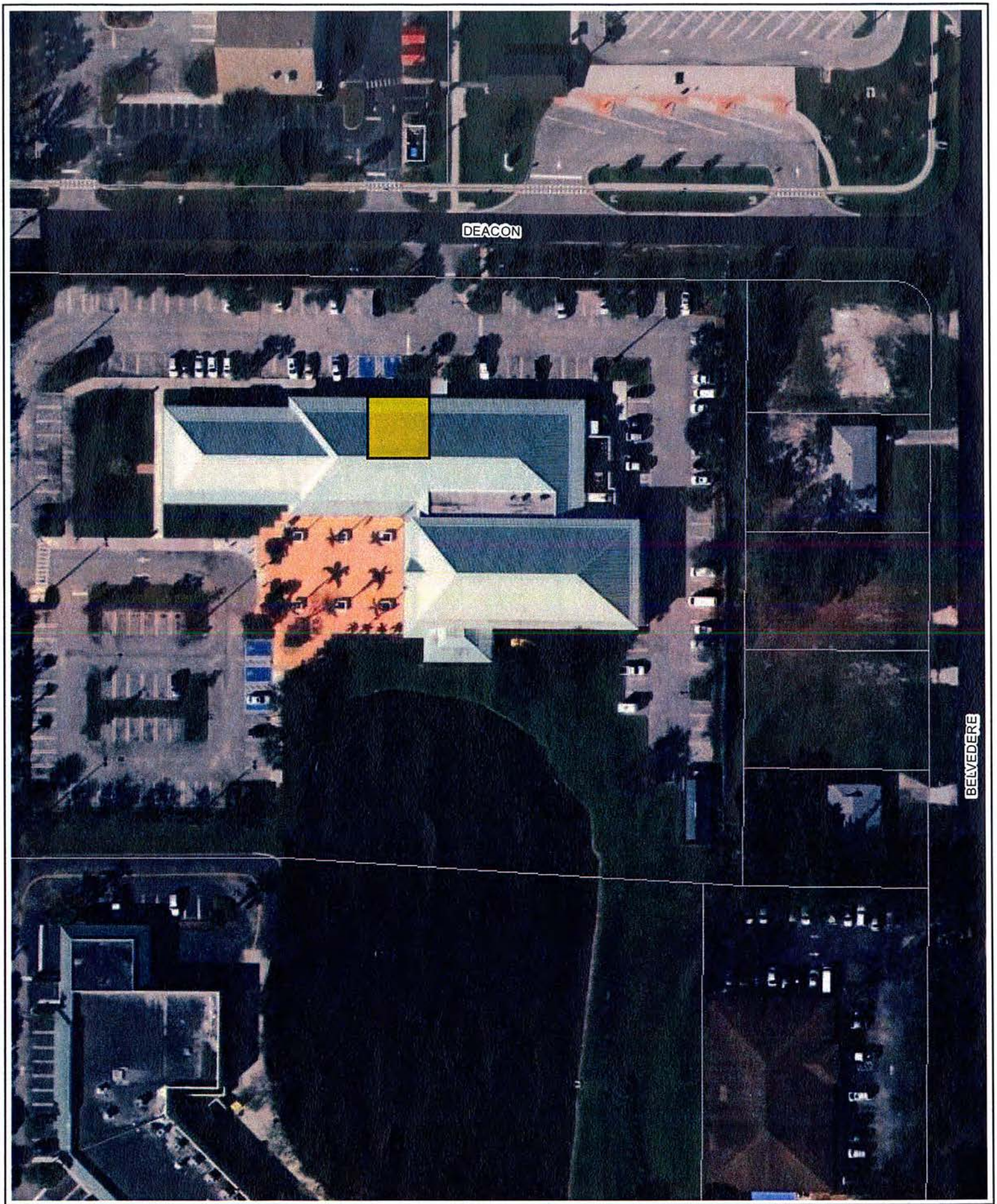

Community Fitness & Wellness Center

Map produced by the City of Port St Lucie City Council Map Generator Website on: 10/20/2016

Scale:

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

ADDENDUM

Agenda Item #: 75
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Neal Wilkins and Kathy Wilkins, Husband and Wife, to combine Lots 13 and 14, Block 1670, Port St. Lucie Section Thirty-One

Submittal Date: 11/10/2016

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

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

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

ANALYSIS: In accordance with the applicable City Codes, rules and policies, the owners of record, Neal Wilkins and Kathy Wilkins, husband and wife, desire to join the following lands described as Lots 13 and 14, Block 1670, in Port St. Lucie Section Thirty-One, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records of St. Lucie

County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, Codes or Ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton, and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: See attached map, Lots 13 and 14, Block 1670, Port St. Lucie Section Thirty-One

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED
2016
CITY MANAGER'S OFFICE

Unity of Title

Lots 13 and 14

Scale:

0 0.0125 0.025 0.05

mi

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/10/2016

This instrument was prepared under the direction of:
O. Reginald Osenton, Esq., City Attorney
Prepared by:
Kimberly A. Sala, Paralegal
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **NEAL WILKINS** and **KATHY WILKINS**, husband and wife, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 13 and 14, Block 1670, Port St. Lucie Section Thirty-One, according to the plat thereof, as recorded in Plat Book 14, at Pages 22, 22A through 22G, of the Public Records of St. Lucie County, Florida.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Neal Wilkins

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Kathy Wilkins

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Neal Wilkins and Kathy Wilkins who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____
_____ to be the person who executed the foregoing instrument.

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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

ADDENDUM

Agenda Item #: 7T
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Declaration of Unity of Title –John C. Gajewski and Lucila L. Gajewski, Husband and Wife, to combine Lots 4 and 5, Block 1648, Port St. Lucie Section Five

Submittal Date: 11/10/2016

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

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

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

ANALYSIS: In accordance with the applicable City Codes, rules and policies, the owners of record, John C. Gajewski and Lucila L. Gajewski, husband and wife, desire to join the following lands described as Lots 4 and 5, Block 1648, in Port St. Lucie Section Five, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records of St. Lucie

County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, Codes or Ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton, and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

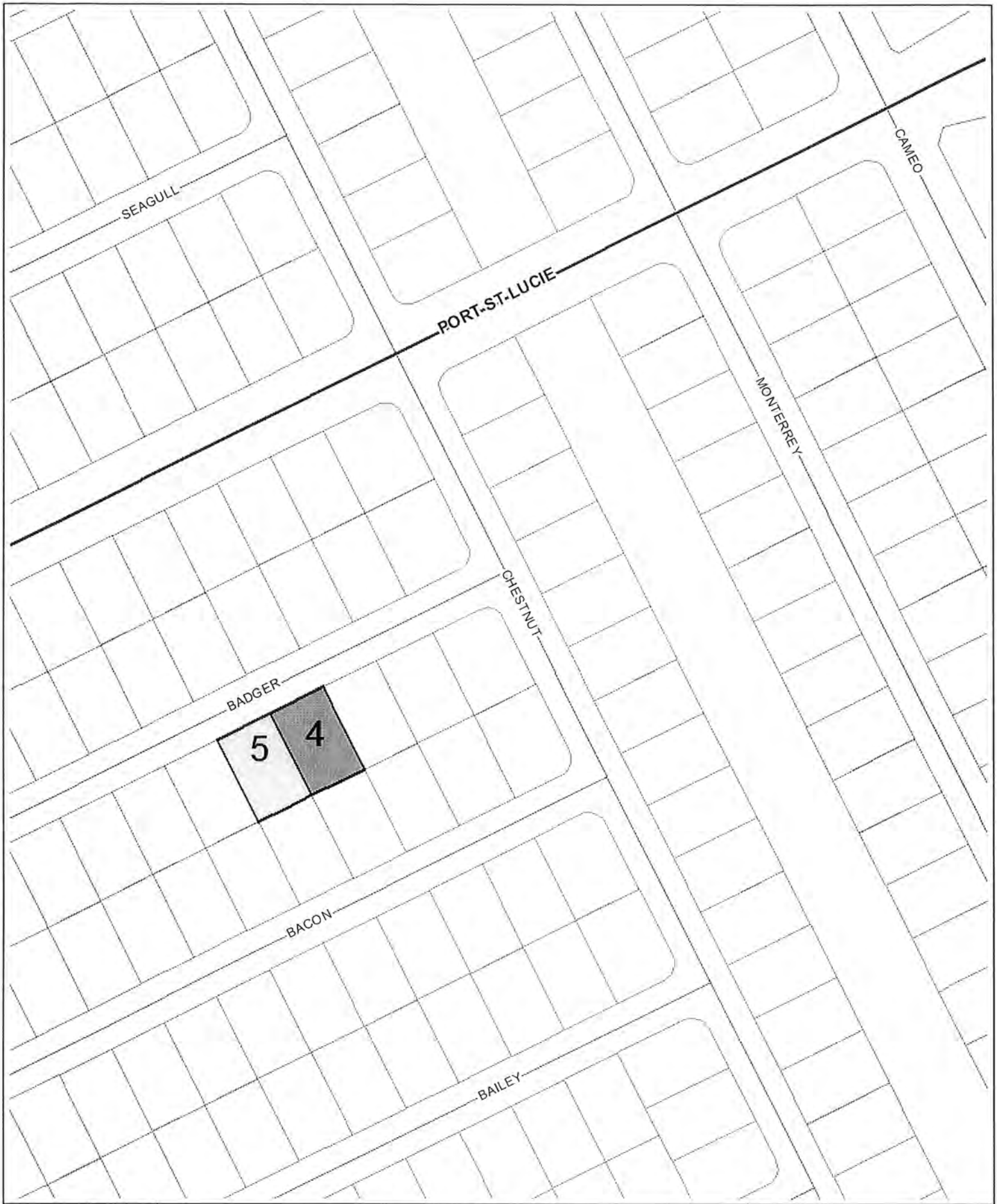
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: See attached map, Lots 4 and 5, Block 1648, Port St. Lucie Section Five

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED
NOV 1 0
CITY MANAGER'S OFFICE



N

Unity of Title

Lots 4 and 5

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/10/2016

Scale:

0 0.0125 0.025 0.05

mi

This instrument was prepared under the direction of:
O. Reginald Osenton, Esq., City Attorney
Prepared by:
Kimberly A. Sala, Paralegal
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **JOHN C. GAJEWSKI** and **LUCILA L. GAJEWSKI**, husband and wife, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 4 and 5, Block 1648, Port St. Lucie Section Five, according to the plat thereof, as recorded in Plat Book 12, at Pages 15A through 15E, of the Public Records of St. Lucie County, Florida.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: John C. Gajewski

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Lucila L. Gajewski

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by John C. Gajewski and Lucila L. Gajewski who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ to be the person who executed the foregoing instrument.

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

ORDINANCE 16-74

COUNCIL ITEM 10A
DATE 10/24/16

COUNCIL ITEM 8A
DATE 11/14/16

AN ORDINANCE TO REZONE 73.30 ACRES OF PROPERTY LOCATED SOUTH OF DISCOVERY WAY AND WEST OF VILLAGE PARKWAY FROM MPUD (MASTER PLANNED UNIT DEVELOPMENT) TO GU (GENERAL USE) FOR A PROJECT KNOWN AS TRADITION LAND COMPANY SOUTHERN GROVE PLAT NO. 3 REZONING APPLICATION P16-123; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tradition Land Company, LLC, seeks to rezone approximately 73.30 acres of property located south of Discovery Way, and west of Village Parkway, and within the City of Port St. Lucie, from the zoning designation of MPUD (Master Planned Unit Development) to GU (General Use); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on September 6, 2016 to consider the rezoning application (P16-123), notice of said hearing to adjoining property owners for a radius of seven-hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on October 10, 2016 to consider the rezoning application (P16-123), advertising of the public hearing having been made; and

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

Section 1: That the property described as Southern Grove Plat No. 3, Conservation Tracts Nos. 8, 9, 10, 11, 14, 17, Utility Site 6, and a portion of Southern Grove Plat No. 3 as noted on Exhibit A, Port St. Lucie be rezoned from the Zoning designation of MPUD (Master Planned Unit Development) to GU (General Use).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____ 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
O. Reginald Osenton, City Attorney

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

TO: **PLANNING AND ZONING BOARD - MEETING OF SEPTEMBER 6, 2016**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **TRADITION LAND COMPANY SOUTHERN GROVE PLAT NO. 3 REZONING APPLICATION PROJECT NO. P16-123**

DATE: **AUGUST 24, 2016**

PROPOSED ZONING: To rezone approximately 73.30 acres from the Tradition Lagoon Master Planned Unit Development (MPUD) to General Use (GU), to separate the conservation, utility, and public facility (future water management and school) tracts from the existing MPUD area.

APPLICANT: Fishkind & Associates, Inc. The authorization letter is attached to the staff report.

OWNER: Tradition Land Company, LLC.

LOCATION: This property is located south of Discovery Way and west of Village Parkway.

LEGAL DESCRIPTION: Southern Grove Plat No. 3 Conservation Tract No. 14, Conservation Tract No. 8, Utility Site 6, and others. Please see the staff report for the full legal description for these parcels. This rezoning application encompasses several tracts within the existing Southern Grove Plat No. 3.

SIZE: This application encompasses approximately 73.30 acres which is the total of all the parcels covered in this rezoning application. This rezoning application covers several parcels within the current Southern Grove Plat No. 3 area.

EXISTING ZONING: Tradition Lagoon Master Planned Unit Development (MPUD).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	NCD	MPUD	Vacant Land
S	NCD	MPUD	Vacant Land
E	NCD	MPUD	Vacant Land
W	NCD	MPUD	Vacant Land

REQUESTED ZONING: General Use (GU).

FUTURE LAND USE: New Community Development (NCD).

IMPACTS AND FINDINGS:

Land Use Consistency: These parcels are located within the Southern Grove Development of Regional Impact (DRI). The Southern Grove Development Order provides for uses consistent with the NCD land use. These uses include residential, mixed use, employment center, and neighborhood village center. In 2013, all of these tracts were included in the Tradition Lagoon MPUD rezoning application (P13-152), and they currently have an MPUD zoning designation. However, the Tradition Lagoon project never materialized. As new plans are being considered for the Tradition Lagoon property, it is the intension of the applicant to rezone these conservation, utility, and public facility tracts. The conservation tracts are currently dedicated to the Tradition Community Association, Inc. The public facility tract includes part of the E/W 2 right of way, a water management tract, and a portion of a future school site. So, this application will remove the MPUD zoning designation from these parcels and replace them with the GU zoning designation, which is the only other zoning designation compatible with the NCD land use.

The rezoning of this property is consistent with the direction and policies of the City's Comprehensive Plan. In particular, Policy 1.1.4.13 allows for the conversion of NCD (New Community Development) future land use to GU (General Use) zoning.

Compliance With Conversion Area Requirements: N/A.

Sewer/Water Service: N/A.

Environmental: This property contains wetlands which will be preserved and enhanced. Upland buffers will be created around four of these wetlands, while an upland habitat will be created connecting the other five wetland areas to provide suitable foraging habitat for the Sandhill Crane. These conservation areas are shown on the Southern Grove Revised Master Development Plan Map H. The developer is required to remove any exotic vegetation from the property.

School Concurrency: N/A.

Other: The rezoning is required to comply with all applicable conditions outlined in the Southern Grove Development Order.

RELATED PROJECTS:

P13-152 Tradition Lagoon Southern Grove Plat No. 3 MPUD Zoning Application. This application proposed 2,500 dwelling units, 80,000 square feet of commercial development and a recreation area. This application was approved by City Council on May 12, 2014.

P07-398 Southern Grove Plat No. 3 Preliminary and Final Subdivision Plat. This application was a master plat for 3,606 acres of the Southern Grove DRI. This master plat created eight (8) tracts and two (2) right-of-way tracts. This application was approved by City Council on May 26, 2009.

P15-116 Southern Grove DRI – 4th Amendment to the Development Order. This amendment included changes to Map H, the Master Development Plan and to the Trip Conversion Matrix. This application was approved by City Council on October 26, 2015.

STAFF RECOMMENDATION:

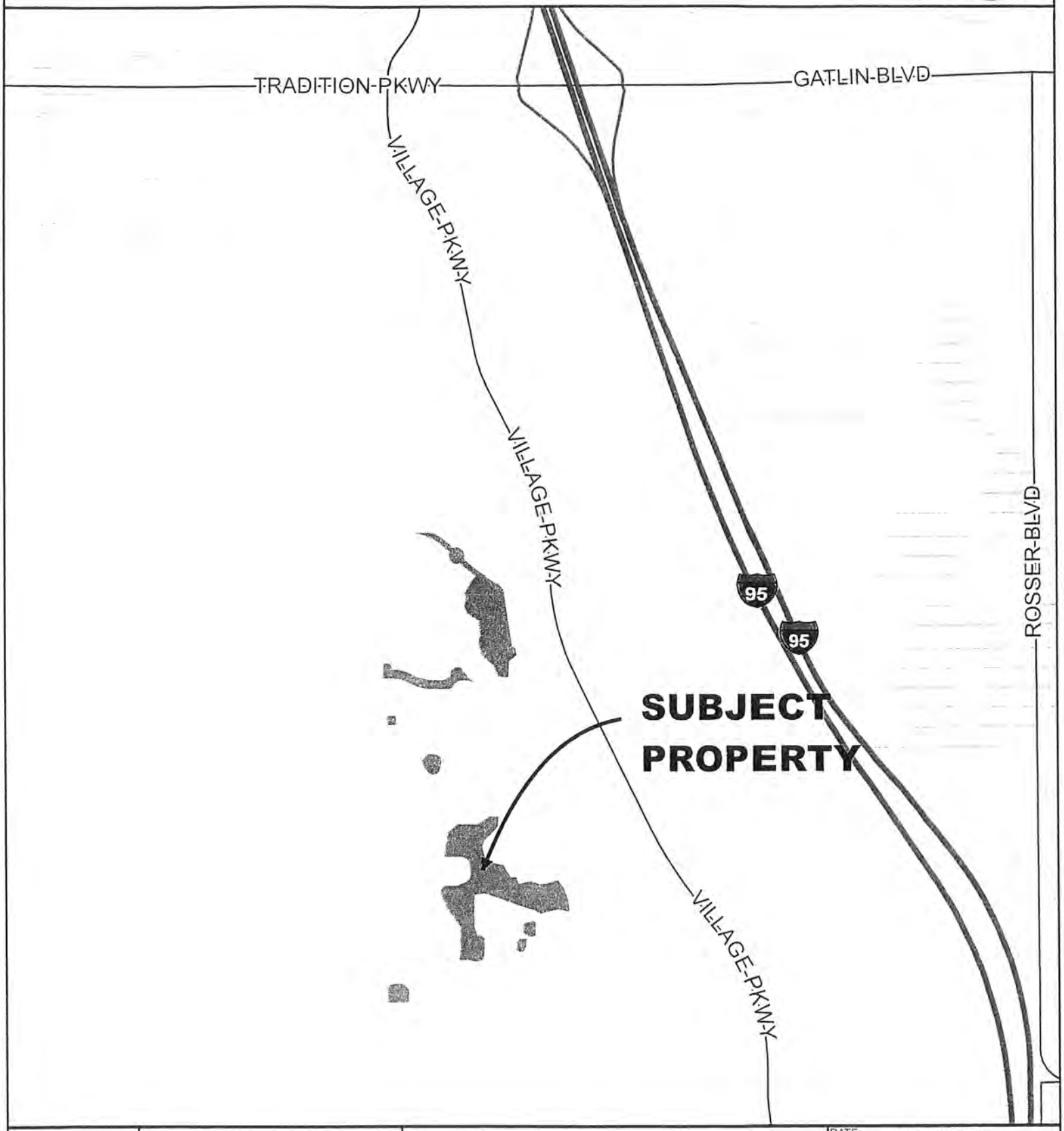
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

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

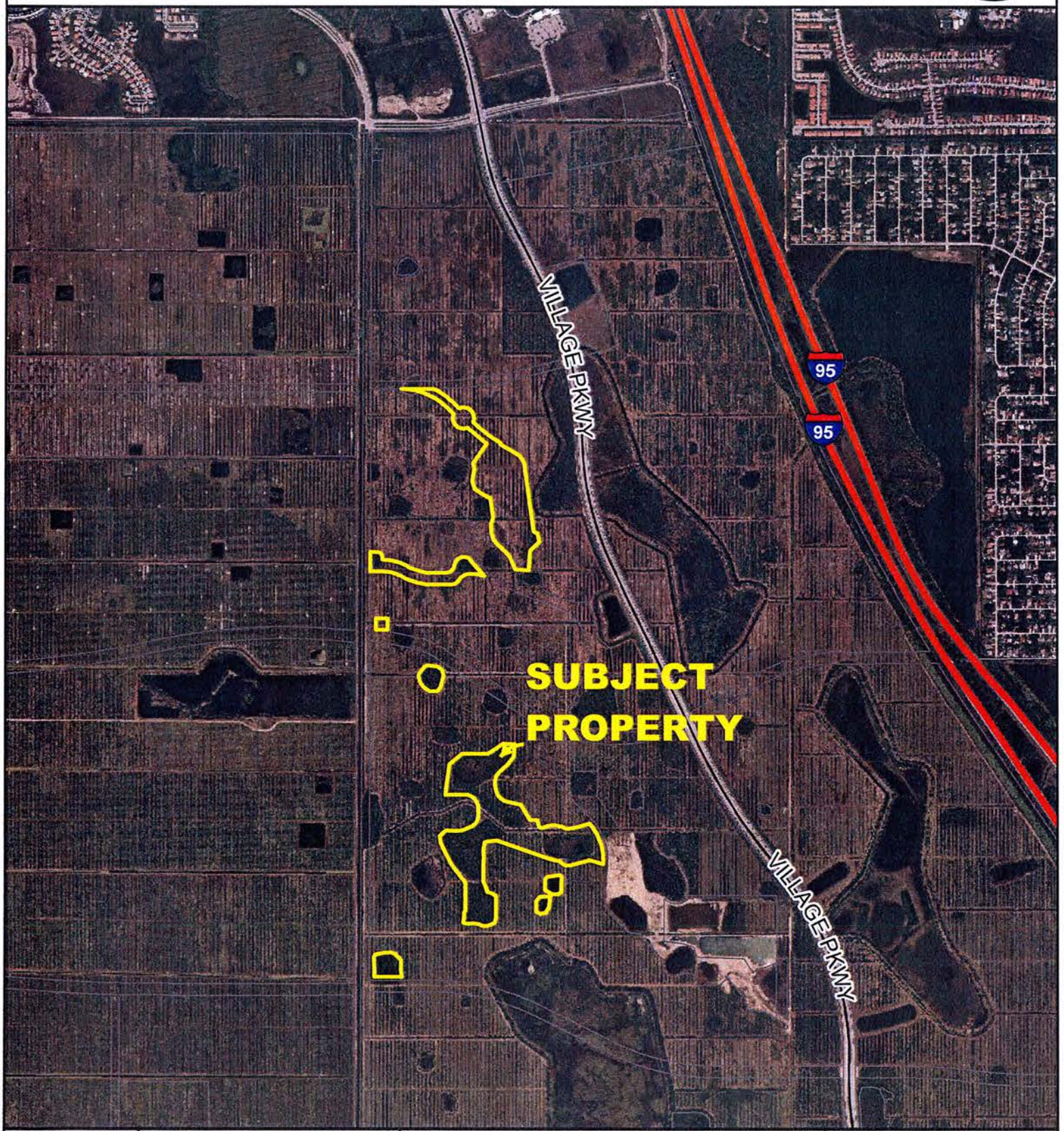
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



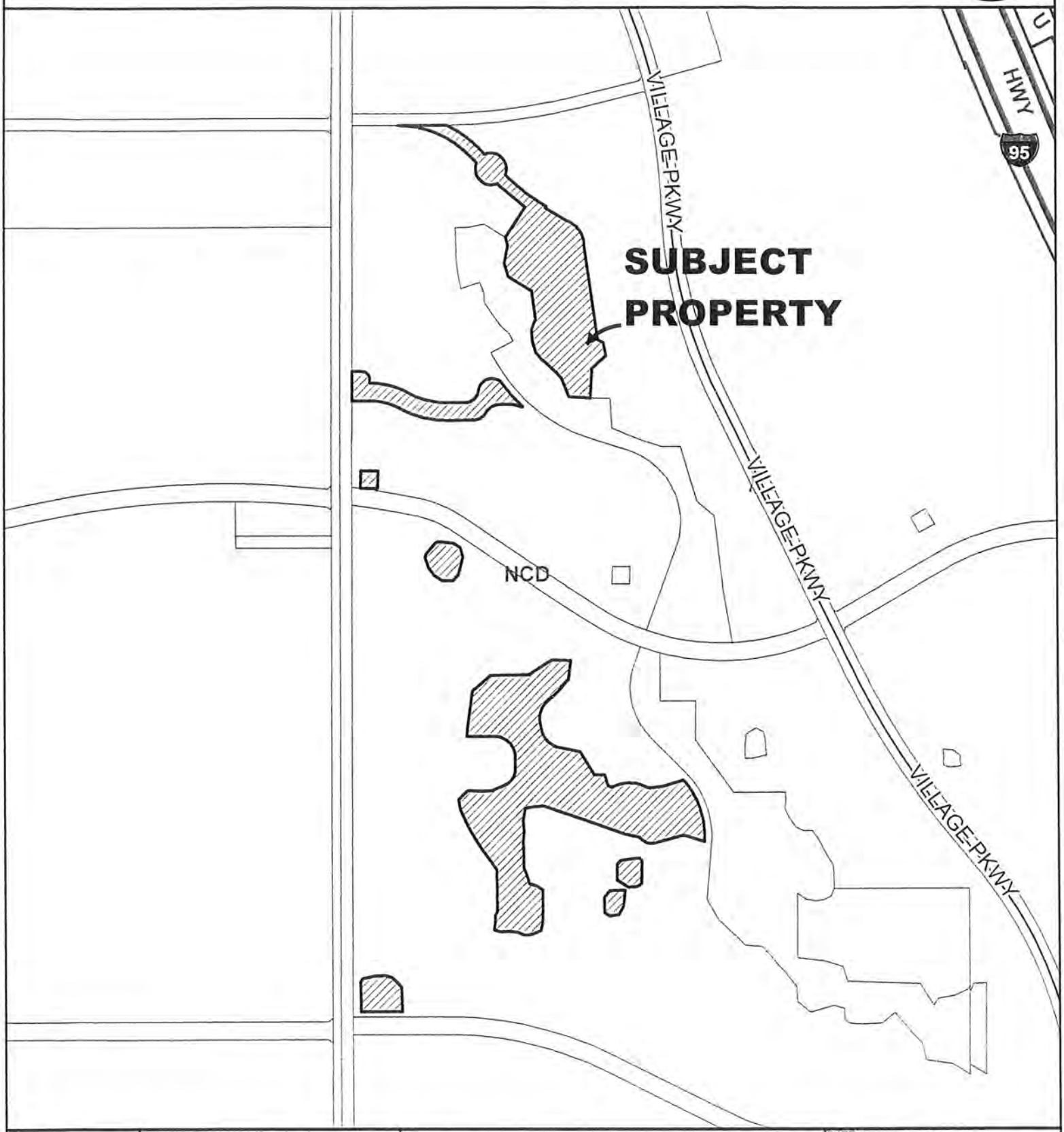
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING TRADITION LAND COMPANY PORTIONS OF SOUTHERN GROVE PLAT NO. 3	DATE 8/22/2016 APPLICATION NUMBER: P16-123 USER: mkohler SCALE 1 in = 2,083 ft	

AERIAL



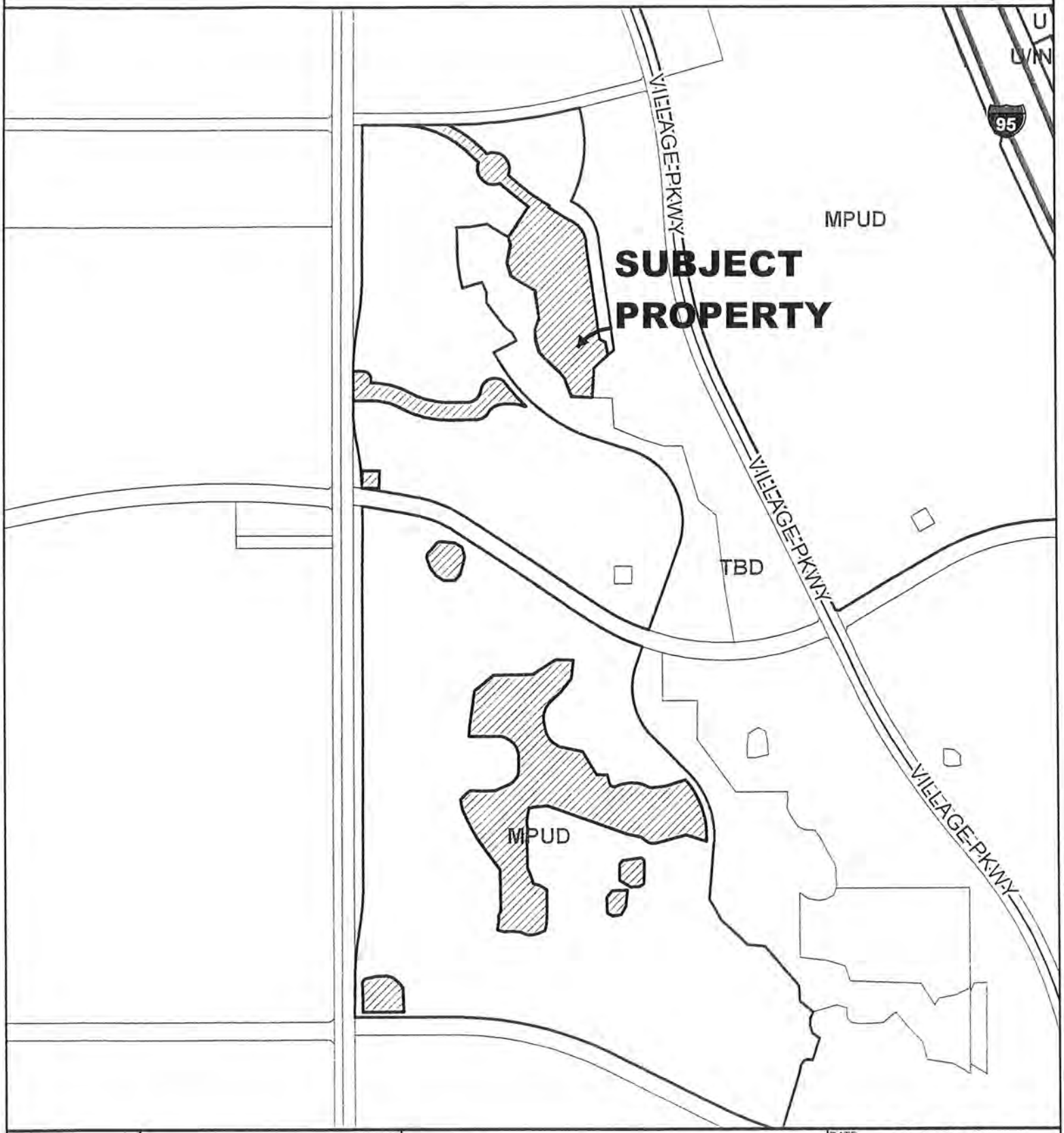
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING TRADITION LAND COMPANY PORTIONS OF SOUTHERN GROVE PLAT NO. 3 AERIAL DATE 2014	DATE: 8/22/2016 APPLICATION NUMBER: P16-123 USER: mkohler SCALE: 1 in = 1,667 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING TRADITION LAND COMPANY PORTIONS OF SOUTHERN GROVE PLAT NO. 3	DATE: 8/22/2016 APPLICATION NUMBER: P16-123 USER: mkohler SCALE: 1 in = 1,106 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING TRADITION LAND COMPANY PORTIONS OF SOUTHERN GROVE PLAT NO. 3	DATE: 8/22/2016 APPLICATION NUMBER: P16-123 USER: mkohler SCALE: 1 in = 1,106 ft

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept. P16-123
Fee (Nonrefundable)$ 5,078.32
Receipt # 163861

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: wmccurry@traditionfl.com

PROPERTY OWNER:

Name: Tradition Land Company, LLC Attn: David C. Feltman, President

Address: 10489 SW MEETING STREET, PORT ST. LUCIE, FL 34987

Telephone No.: 772-340-3500 FAX No.: 772-340-3718

AGENT OF OWNER (if any)

Name: FISHKIND & ASSOCIATES, INC. Attn: WESLEY MCCURRY

Address: 10489 SW MEETING STREET, PORT ST. LUCIE, FL 34987

Telephone No.: 772-340-3500 FAX No: 772-340-3718

RECEIVED
JUL 22 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PROPERTY INFORMATION

Legal Description: (Include Plat Book and Page) See attached sketch and legal description

Parcel I.D. Number: portion of 4315-700-0026-000-6, 4315-700-0018-000-7, 4315-700-0012-000-5, 4315-700-0022-(

Current Zoning: MPUD

Proposed Zoning: GU

Future Land Use Designation: NCD Acreage of Property: 73.296

Reason for Rezoning Request:

To rezone to GU certain portions of the former Tradition Lagoon MPUD (Ord. 14-20) that are not included in the MPUD rezoning application P16-096.

*Signature of Owner	David C. Feltman Hand Print Name	July 18, 2016 Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

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

TRADITION
Your Kind of Town!

LETTER OF AUTHORIZATION

July 7, 2016

Ms. Patricia Tobin, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Rezoning from MPUD to GU

Dear Ms Tobin:

Please be advised by this correspondence that Wes McCurry with Fishkind & associates, Inc. is authorized to act as Applicant/Agent on behalf of Tradition Land Company, LLC for the purpose of making application submittals for permits and negotiating conditions for the above referenced project.

David C. Feltman
President/Manager

Signature
Tradition Land Company, LLC
4333 NE Edgewood Rd.
Cedar Rapids, IA 52499

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th **day of** July **, 2016 by** David C. Feltman **, as** President/Manager **, who is personally known to me on behalf of** Tradition Land Company, LLC **an Iowa Corporation or LLC.**

[Notary Seal or Stamp]

DYANA WATKINS
My Comm. Exp. Apr 5, 2019
NO. FF 2[illegible]
NOTARY PUBLIC
STATE OF FLORIDA

Notary Public-State of Florida

My Commission Expires: April 5, 2019 **Print Name:** Dyana Watkins

LEGAL DESCRIPTION

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 9 (Wetland No. 475), together with the associated 25.00 foot Maintenance Easement Buffer.

Containing 2.992 acres, more or less.

Together With:

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 10 (Wetland No. 466), together with the associated 25.00 foot Maintenance Easement Buffer and all of Conservation Tract No. 11 (Wetland No. 467), together with the associated 25.00 foot Maintenance Easement Buffer.

Containing 2.665 acres, more or less.

Together With:

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 8 (Wetland No. 447), together with the associated 25.00 foot Maintenance Easement Buffer.

Containing 2.483 acres, more or less.

Togerther With:

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 14 (Wetland Nos. 440 and 441).

Containing 5.650 acres, more or less.

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 17 (Wetland Nos. 452, 455, 462, 463 and 465).

Containing 37.311 acres, more or less.

(Continued on Page 2 of 4)

8/10/16

THOMAS P. KIERNAN DATE
Professional Surveyor & Mapper
Florida Certificate No. 6199

REVISION: REVISED LEGAL DESCRIPTION AND UTILITY SITE 6 GLM 8-10-2016

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4280

PARCELS FOR ZOINING CHANGE

DESCRIPTION

JOB NO: 15-030	SCALE: N/A
FILE: 15-030s&d parcels.dwg	DATE: 6-15-2016

P:\Proj-2015\15-030.102 SG PLAT NO. 13\sketch & desc\15-030 s&d parcels.dwg, 8/10/2016 3:13:12 PM

(Continued on Page 1 of 4)

LEGAL DESCRIPTION

Together With:

Commence at the Northeast corner of Wetland No. 462; thence North 10°50'28" West, a distance of 129.35 feet to the POINT OF BEGINNING of the following described parcel;

Thence North 48°11'06" East, a distance of 60.00 feet to the intersection with a non tangent curve concave to the west, having a radius of 760.00 feet, the chord of which bears South 18°47'49" East, 594.35 feet; thence southerly along the arc of said curve, a distance of 610.65 feet through a central angle of 46°02'10"; thence North 85°46'59" West, a distance of 60.00 feet to the intersection with a non tangent curve concave to the west, having a radius of 700.00 feet, the chord of which bears North 18°47'50" West, 547.43 feet; thence northerly along the arc of said curve, a distance of 562.44 feet through a central angle of 46°02'10" to the POINT OF BEGINNING.

Containing 0.808 acres, more or less.

Containing 38.119 Total acres, more or less.

Together With:

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Southwest corner of Parcel 24; thence North 90°00'00" East, a distance of 385.32 feet to a point of curve to the right having a radius of 950.00 feet, a central angle of 26°22'56"; thence easterly along the arc a distance of 437.43 feet to the POINT OF BEGINNING of the following described parcel;

Thence continue southeasterly along said curve through a central angle of 17°46'03", a distance of 294.60 feet, said curve also having a chord bearing of South 54°44'03" East, and chord distance of 293.42 feet; thence South 45°51'01" East, a distance of 109.97 feet to the intersection with a non tangent curve concave to the southwest, having a radius of 135.00 feet, the chord of which bears South 45°51'01" East, 250.80 feet; thence southeasterly along the arc of said curve, a distance of 321.67 feet through a central angle of 136°31'23"; thence South 45°51'01" East, a distance of 41.90 feet to a point of curve to the left having a radius of 1,550.00 feet, a central angle of 14°47'05"; thence southeasterly along the arc a distance of 399.97 feet to the intersection with a non tangent curve concave to the northwest, having a radius of 1,002.55 feet, the chord of which bears South 32°18'00" West, 12.74 feet; thence southwesterly along the arc of said curve, a distance of 12.74 feet through a central angle of 00°43'41"; thence South 58°51'58" East, a distance of 208.30 feet to the intersection with a non tangent curve concave to the southwest, having a radius of 224.86 feet, the chord of which bears South 33°40'48" East, 252.58 feet; thence southeasterly along the arc of said curve, a distance of 268.20 feet through a central angle of 68°20'20"; thence South 08°07'28" East, a distance of 802.63 feet; thence South 61°46'12" East, a distance of 54.03 feet; thence South 12°02'10" East, a distance of 112.44 feet; thence South 48°11'19" West, a distance of 160.56 feet;

(Continued on Page 3 of 4)

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

PARCELS FOR ZOINING CHANGE

DESCRIPTION

JOB NO: 15-030	SCALE: N/A
FILE: 15-030s&d parcels.dwg	DATE: 6-15-2016

P:\Proj-2015\15-030,102 SG PLAT NO. 13\sketch & desc\15-030 s&d parcels.dwg, 8/10/2016 3:13:05 PM

(Continued from Page 2 of 4) LEGAL DESCRIPTION

thence South 03°31'56" West, a distance of 251.43 feet; thence North 89°02'46" West, a distance of 15.87 feet; thence North 87°15'07" West, a distance of 159.43 feet; thence North 21°09'50" West, a distance of 172.22 feet; thence North 40°42'50" West, a distance of 55.14 feet; thence North 47°29'53" West, a distance of 50.95 feet; thence North 46°24'21" West, a distance of 66.99 feet; thence North 47°56'40" West, a distance of 63.78 feet; thence North 40°11'16" West, a distance of 68.02 feet; thence North 17°46'35" West, a distance of 94.59 feet; thence North 03°08'45" West, a distance of 105.24 feet; thence North 19°35'41" East, a distance of 96.22 feet; thence North 08°26'23" West, a distance of 239.39 feet; thence North 58°41'08" West, a distance of 236.07 feet; thence North 16°59'22" West, a distance of 115.17 feet; thence North 11°01'24" East, a distance of 152.57 feet; thence North 13°10'01" West, a distance of 68.24 feet; thence North 33°37'18" East, a distance of 305.32 feet to the intersection with a non tangent curve concave to the northeast, having a radius of 1,650.00 feet, the chord of which bears North 50°33'42" West, 271.05 feet; thence northwesterly along the arc of said curve, a distance of 271.35 feet through a central angle of 09°25'22"; thence North 45°51'01" West, a distance of 41.90 feet to the intersection with a non tangent curve concave to the northeast, having a radius of 135.00 feet, the chord of which bears North 45°51'01" West, 250.80 feet; thence northwesterly along the arc of said curve, a distance of 321.67 feet through a central angle of 136°31'23"; thence North 45°51'01" West, a distance of 109.97 feet to a point of curve to the left having a radius of 850.00 feet, a central angle of 44°08'59"; thence westerly along the arc a distance of 654.97 feet; thence North 89°58'46" East, a distance of 338.65 feet to the intersection with a non tangent curve concave to the north, having a radius of 5,565.41 feet, the chord of which bears North 89°21'27" East, 83.50 feet; thence easterly along the arc of said curve, a distance of 83.50 feet through a central angle of 00°51'35" to the POINT OF BEGINNING.

Containing 21.674 acres, more or less.

Together With:

Being a Utility Site lying in a portion of Parcel 25, according to the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Southwest corner of said Parcel 25 and the beginning of a curve to the right, of which the radius point lies South 07°39'30" West, a radial distance of 8,076.97 feet and having a chord bearing of South 82°04'34" East, 74.89 feet; thence easterly along the arc, and along the North right-of-way of E/W 3 R/W (a 150.00 foot wide right-of-way), through a central angle of 00°31'52", a distance of 74.89 feet to the POINT OF BEGINNING of the following described parcel;

To the intersection with a non tangent curve concave to the west, having a radius of 2,215.00 feet, the chord of which bears North 03°17'00" West, 141.00 feet; thence northerly along the arc of said curve, a distance of 141.03 feet through a central angle of 03°38'53"; thence North 90°00'00" East, a distance of 148.95 feet; thence South 00°00'00" East, a distance of 162.32 feet to the intersection with a non tangent curve concave to the south, having a radius of 8,076.97 feet, the chord of which bears North 81°18'18" West, 142.51 feet; thence westerly along the arc of said curve, a distance of 142.51 feet through a central angle of 01°00'39" to the POINT OF BEGINNING.

Containing 0.500 acres, more or less.

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
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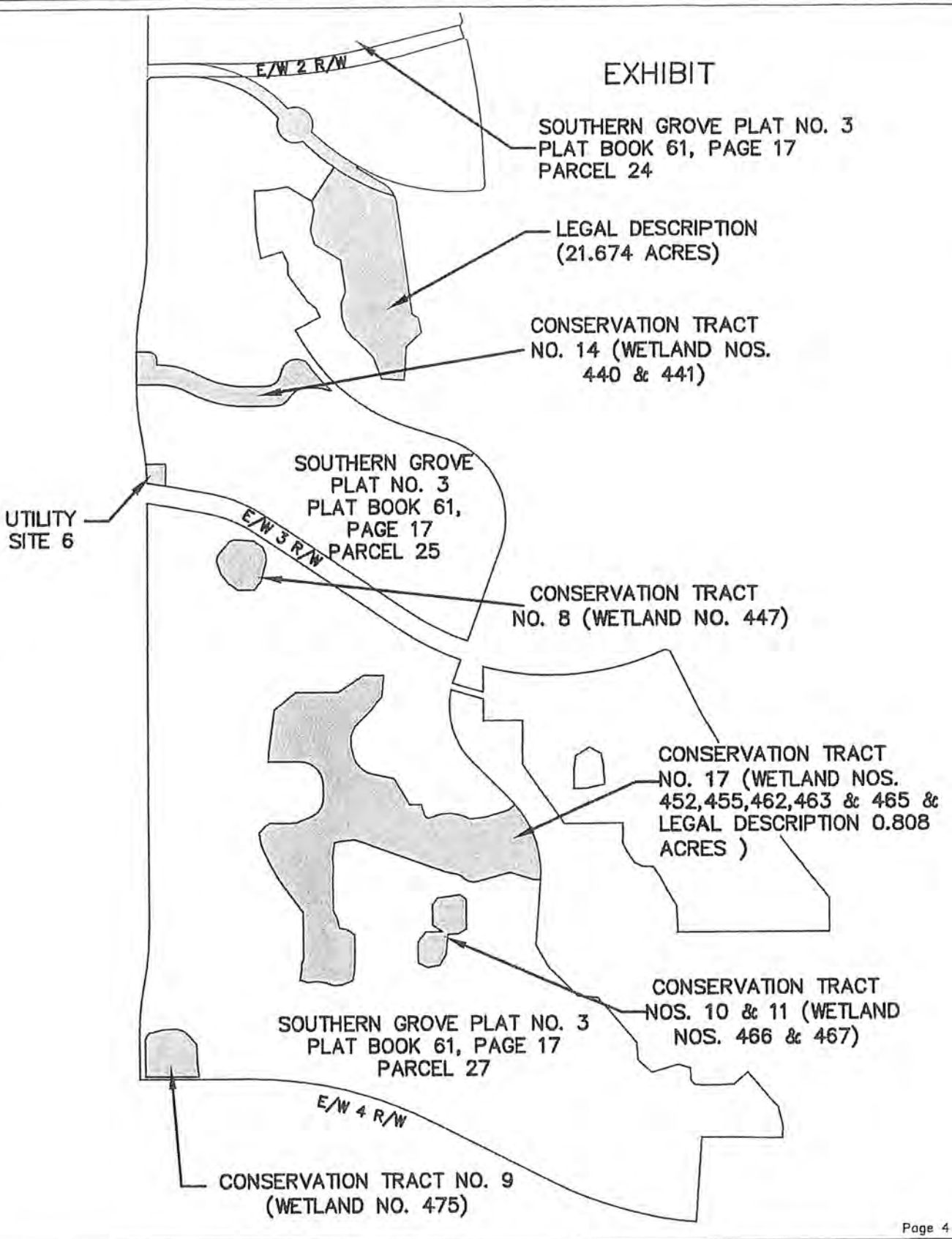
P:\Proj-2015\15-030.102 SG PLAT NO. 13\sketch & desc\15-030 s&d parcels.dwg, 8/10/2016 3:12:57 PM



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P:\Proj-2015\15-030,102 SG PLAT NO. 13\sketch & desc\15-030 s&d parcels.dwg, 8/10/2016 3:12:50 PM

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: October 24, 2016
November 14, 2016

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Ordinance: Tradition Land Company Southern Grove Plat No. 3 – Rezoning Application (P16-123)

Submittal Date: 10/12/2016

16-74

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

BACKGROUND: The rezoning application is to change the zoning on approximately 73.30 acres from the Tradition Lagoon Master Planned Unit Development (MPUD) to General Use (GU), to separate the conservation, utility, and public facility (future water management and school) tracts from the existing MPUD area.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on October 12, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City's Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this rezoning application on September 6, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 10/24/2016 and 11/14/2016

LOCATION OF PROJECT: This property is located south of Discovery Way and west of Village Parkway.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
OCT 1 3 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10B
DATE 10/24/16

ORDINANCE 16-75

COUNCIL ITEM 8B
DATE 11/14/16

AN ORDINANCE REZONING PROPERTY LOCATED SOUTH OF THE E/W #2 RIGHT-OF-WAY, NORTH OF THE PAAR DRIVE RIGHT-OF-WAY, BETWEEN THE COMMUNITY BOULEVARD RIGHT-OF-WAY AND SW VILLAGE PARKWAY FROM TRADITION LAGOON MPUD AND ST. LUCIE COUNTY AG-5 (AGRICULTURAL – ONE DWELLING UNIT PER FIVE ACRES) TO AN MPUD (MASTER PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN (p16-096); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Steven Garrett of Lucido & Associates, agent for Tradition Land Company, LLC, hereinafter referred to as the Applicant, requested the rezoning of certain land located south of the E/W # 2 right-of-way, north of the Paar Drive right-of-way, between the Community Boulevard right-of-way and SW Village Parkway, within the City of Port St. Lucie, and more particularly described in the composite exhibit attached hereto and by reference incorporated herein, from Tradition Lagoon MPUD and St. Lucie County AG-5 (Agricultural – one dwelling unit per five acres) to an MPUD (Master Planned Unit Development) Zoning District; and

WHEREAS, the Applicant has presented firm evidence of unified control of a majority of the subject property, see the composite exhibit attached hereto and by reference incorporated herein; and

WHEREAS, the subject property is of such a size to permit its design and development as a cohesive unit fulfilling the purpose of an MPUD District; and

WHEREAS, the subject property is located with respect to arterial and collector streets so as to provide suitable access; and

WHEREAS, the proposed MPUD district is located within an approved DRI and

shall be consistent with all applicable conditions of the approved DRI development order; and

WHEREAS, the proposed MPUD zoning is consistent with all applicable elements of the City's adopted Comprehensive Plan; and

WHEREAS, the subject property is suitable for development in the proposed manner without hazard to persons or property on or off the subject property from possibility of flooding, erosion or other dangers, annoyances or inconveniences; and

WHEREAS, The Applicant has agreed to (1) proceed with the proposed development according to the provisions of these zoning regulations and such conditions as may be attached to the rezoning of the land to MPUD; (2) provide agreements, contracts, deed restrictions and sureties acceptable to the City for completion of the development according to the plans approved at the time of rezoning to MPUD, and for continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense; and (3) bind all successors in title to any commitments made under (1) and (2) preceding (see the composite exhibit); and

WHEREAS, a conceptual development plan has been submitted consistent with the requirements of Section 158.185, et seq., Port St. Lucie City Code; and

WHEREAS, the standards for internal MPUD design as set forth in Section 158.185, et seq., Port St. Lucie City Code, will be complied with at the time of final development approval; and

WHEREAS, a surface water drainage system will be constructed at no cost to the City; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public

hearing on the 4th day of October, 2016, to consider the rezoning application, notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on the day of , 2016, to consider the rezoning application, advertising of the public hearing having been made.

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

Section 1. That the property described in the composite exhibit, attached hereto and by reference incorporated herein, be zoned MPUD (Planned Unit Development) Zoning District as defined by Port St. Lucie City Code.

Section 2. That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
O. Reginald Osenton, City Attorney

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

TO: **PLANNING AND ZONING BOARD - MEETING OF OCTOBER 4, 2016**

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

RE: **DEL WEBB AT TRADITION - MPUD REZONING**
REZONING APPLICATION
PROJECT NO P16-096

DATE: **SEPTEMBER 22, 2016**

APPLICANT: Steven Garrett of Lucido & Associates is the agent for the property owner.

OWNERS: Tradition Land Company, LLC.

LOCATION: The property is located south of the E/W # 2 right-of-way, north of the Paar Drive right-of-way, between the Community Boulevard right-of-way and SW Village Parkway.

LEGAL DESCRIPTION: The legal description is parcels of land lying in Sections 22, 26 and 27, Township 37 South, Range 39 East, St. Lucie County, Florida. The proposed legal description is Parcels 25C, 27A, 27B and 27C of the proposed Southern Grove Plat No. 13.

SIZE: 426.78 acres

EXISTING ZONING: Tradition Lagoon MPUD and St. Lucie County AG-5 (Agricultural – one dwelling unit per five acres)

EXISTING USE: agriculture

SURROUNDING USES: The surrounding properties are agricultural and conservation areas.

REQUESTED ZONING: MPUD (Master Planned Unit Development).

FUTURE LAND USE: NCD (New Community Development District)

PROPOSED USE: The proposed MPUD will allow for 1,350 residential dwelling units and recreational facilities. The residential units may be a combination of detached single family, attached villas, townhomes and multi-family units.

IMPACTS AND FINDINGS:

Land Use Consistency: The proposed MPUD is consistent with Policy 1.2.2.2 of the City's Comprehensive Plan regarding Residential areas.

Sewer/Water Service: The Port St. Lucie Utility Systems will provide water and sewer service.

Environmental: The property contains no wetlands or native upland habitat. Conservation areas as identified in the Southern Grove DRI are located adjacent to the property.

School Concurrency: Per Policy PSFE 2.4.1 of the City's Comprehensive Plan, approval of any residential site plans or final subdivision plats shall be subject to the availability of adequate school capacity based on the Level of Service standards adopted in the Public Schools Facilities Element.

Other: Development will be required to comply with all applicable conditions in the Southern Grove DRI Development Order. Temporary access will be from Village Parkway to access the sales center. A portion of E/W # 3 will be constructed to provide access to the first phase of the development.

STAFF RECOMMENDATION:

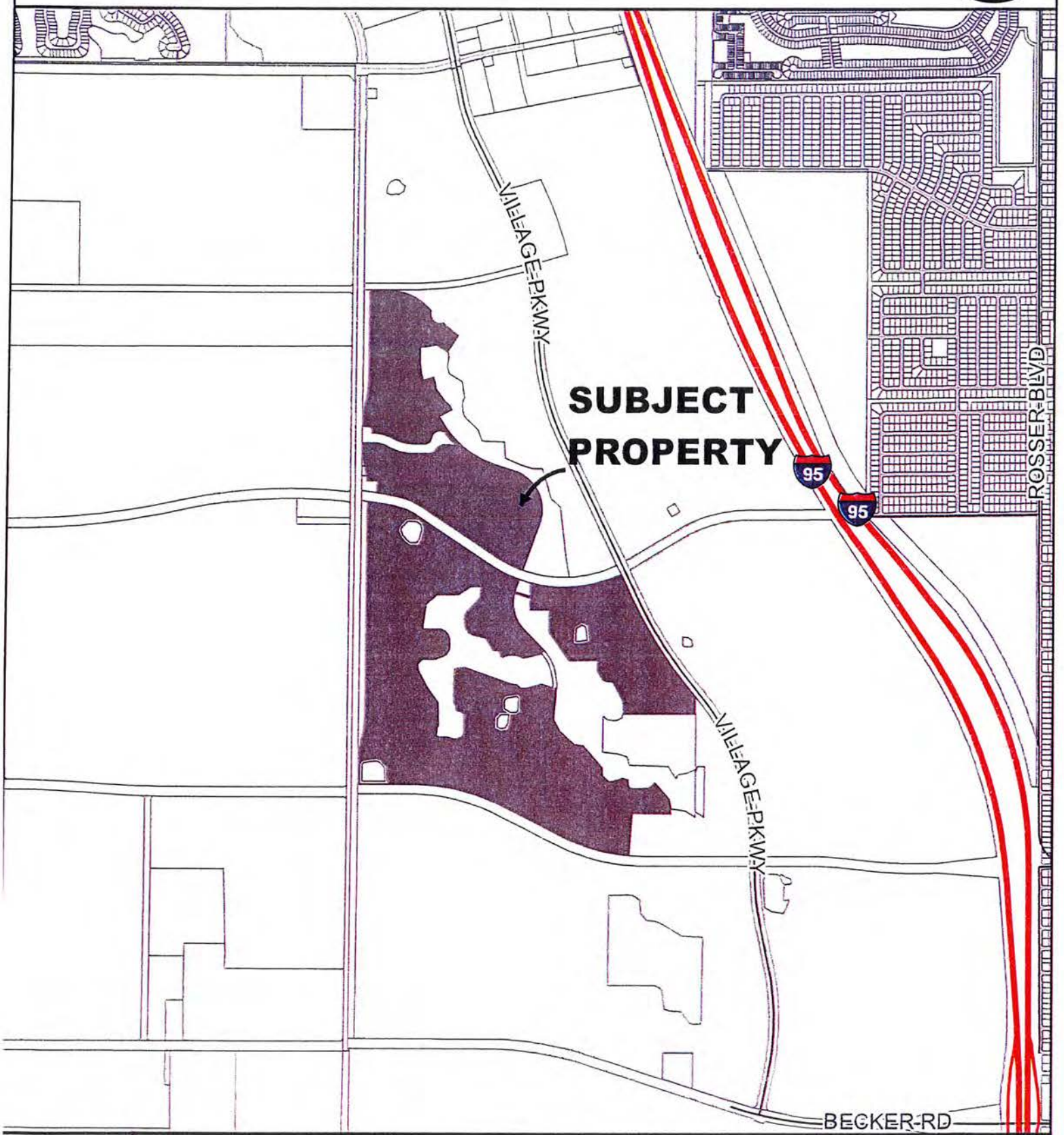
The Site Plan Review Committee reviewed the request at their meeting of August 10, 2016 and recommended approval. The Planning and Zoning Department finds the request to be consistent with the direction and intent of the City's Comprehensive Plan and recommends approval.

PLANNING AND ZONING BOARD ACTION OPTIONS:

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

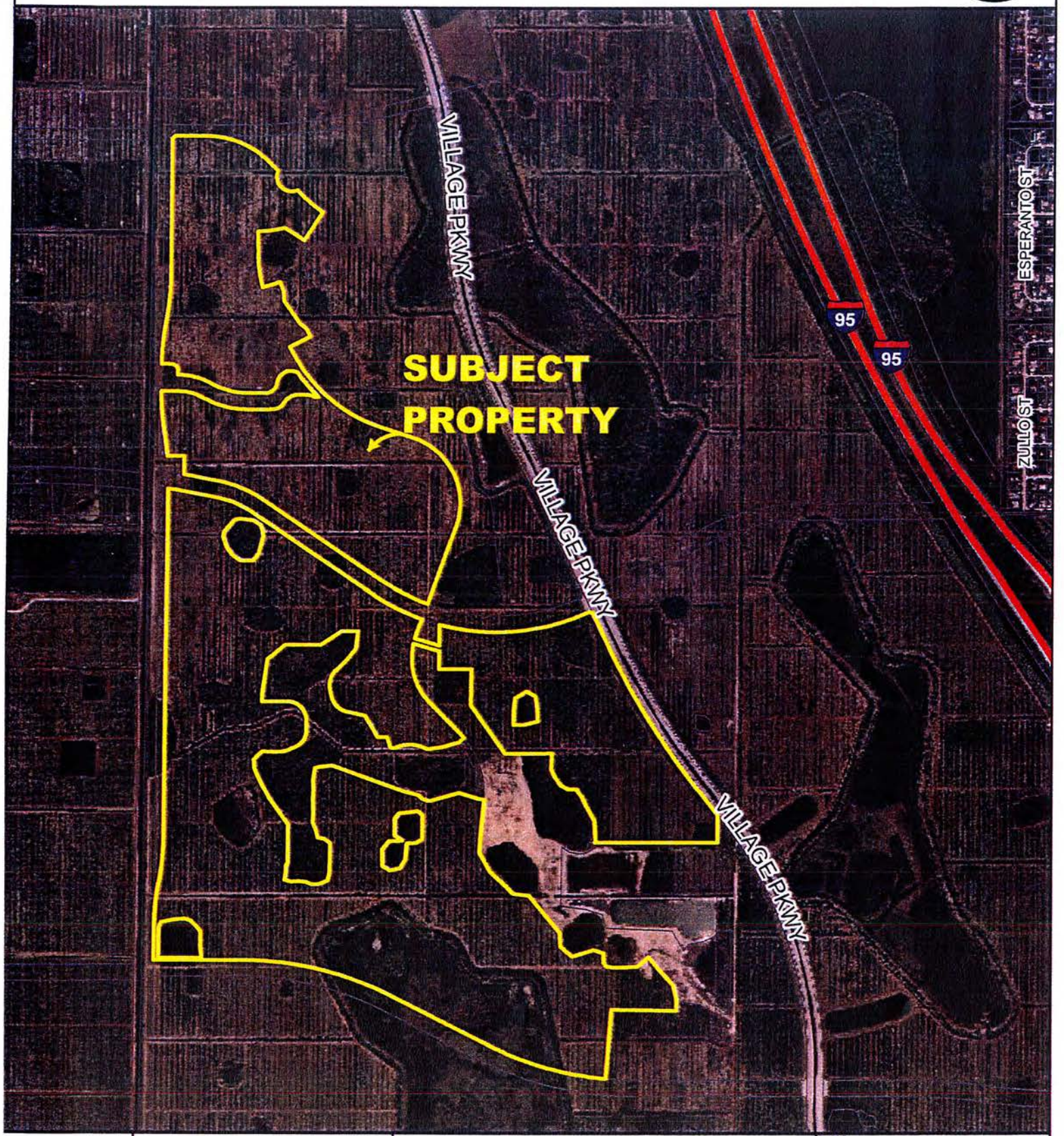
* Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



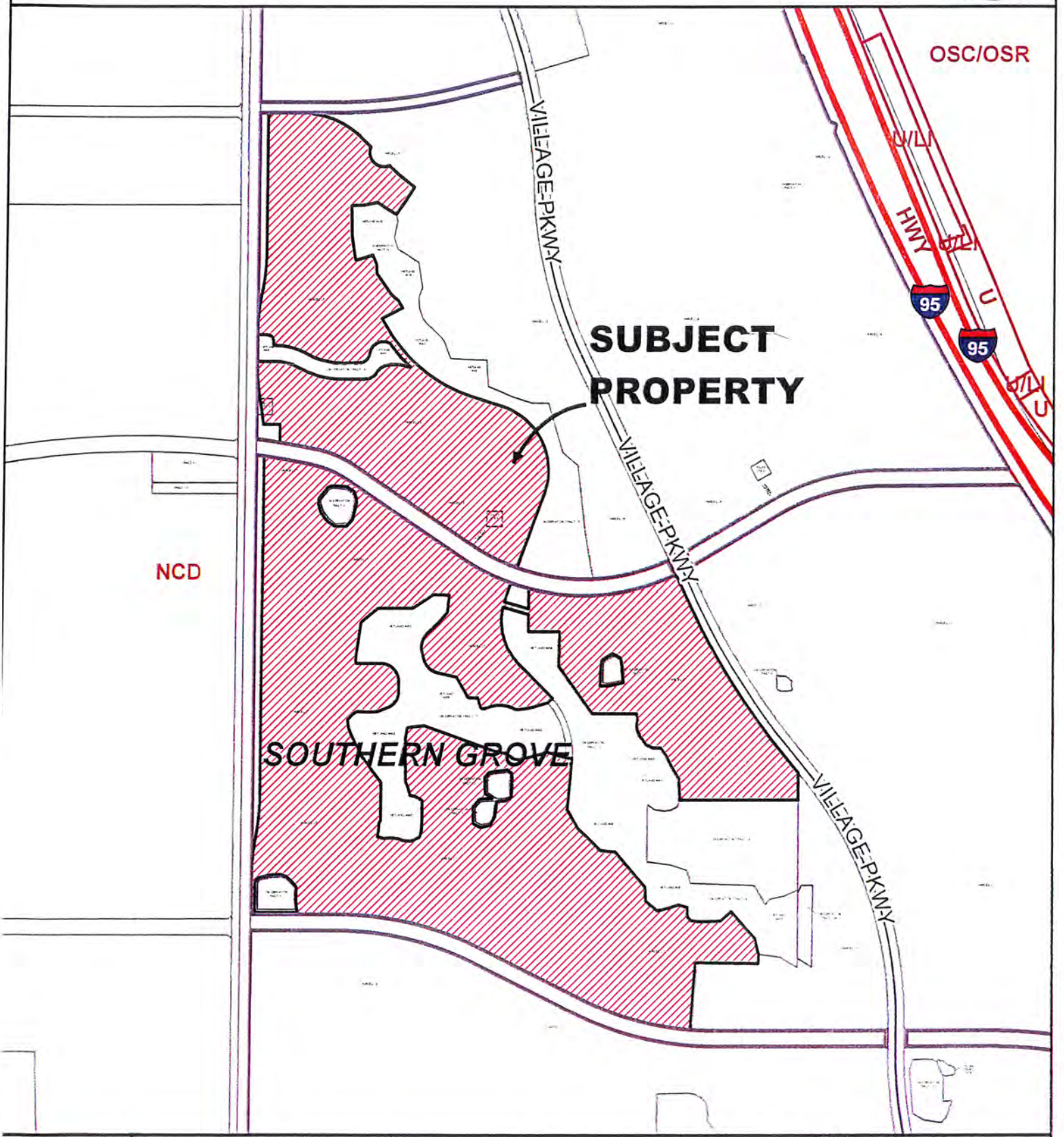
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	MPUD REZONING DEL WEBB @ TRADITION SOUTHERN GROVE	DATE: 8/24/2016 APPLICATION NUMBER: P16-096 USER: patricias SCALE: 1 in = 2,000 ft	

AERIAL



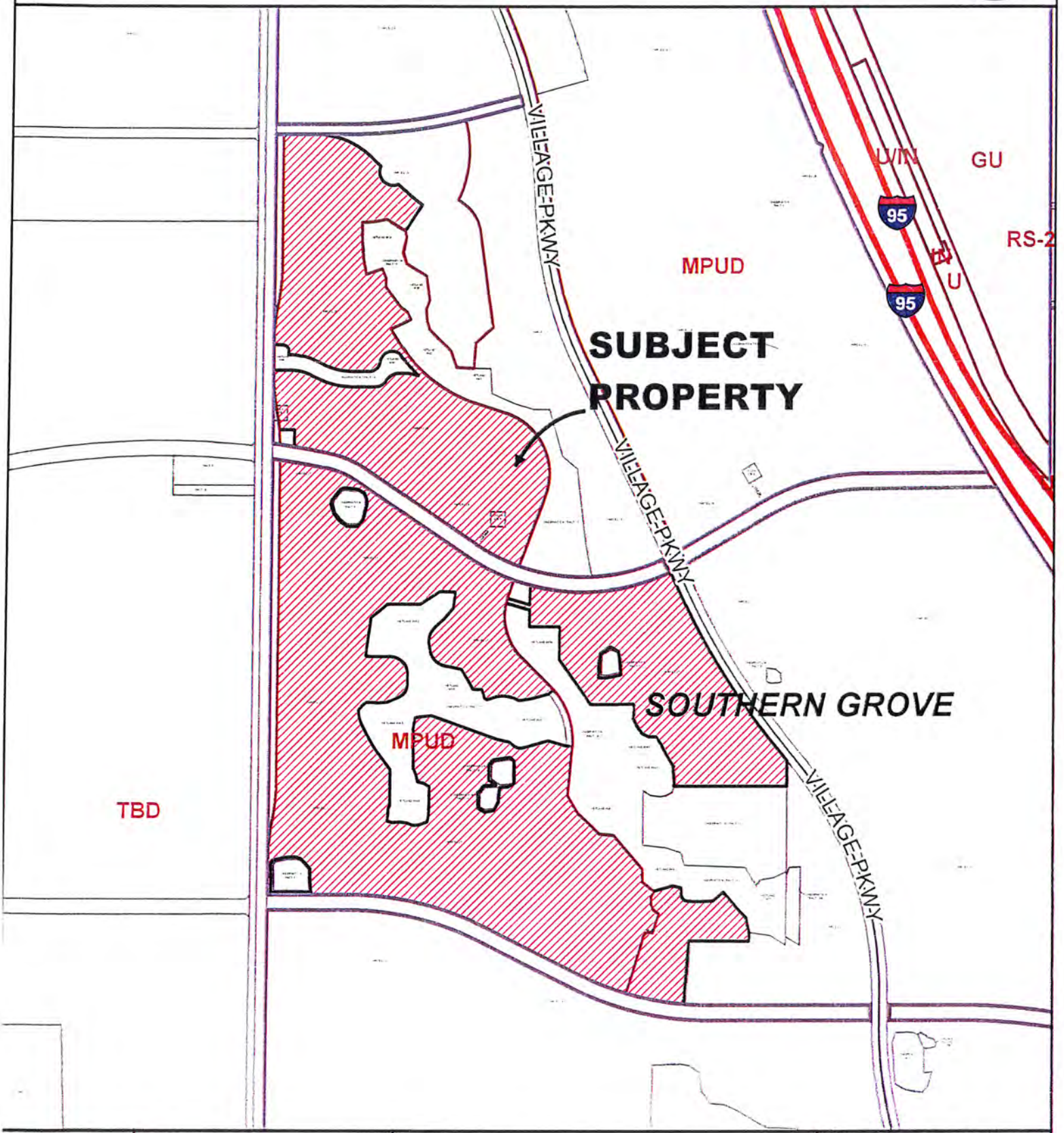
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	MPUD REZONING DEL WEBB @ TRADITION SOUTHERN GROVE AERIAL DATE 2014	DATE: 8/24/2016 APPLICATION NUMBER: P16-096 USER: patricias SCALE: 1 in = 1,200 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	MPUD REZONING DEL WEBB @ TRADITION SOUTHERN GROVE	DATE: 8/24/2016 APPLICATION NUMBER: P16-096 USER: patricias SCALE: 1 in = 1,239 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	MPUD REZONING DEL WEBB @ TRADITION SOUTHERN GROVE	DATE: 8/24/2016 APPLICATION NUMBER: P16-096 USER: patricias SCALE: 1 in = 1,300 ft	

PUD REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772)871-5212 FAX:(772)871-5124

FOR OFFICE USE ONLY

Planning Dept.: P16-096
Fee (Nonrefundable)$ 10,515.60
Receipt # 98417

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: sgarrett@lucidodesign.com

PROPERTY OWNER:

Name: Tradition Land Company, LLC

Address: 10489 SW Meeting Street, Port St. Lucie, FL 34987

Telephone No. 772-340-3500 FAX No.

RECEIVED
JUN 15 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

AGENT OF OWNER (if any)

Name: Steven Garrett , Lucido & Associates

Address: 701 SE Ocean Boulevard, Stuart, FL 34994

Telephone No. 772-220-2100 Fax No. 772-223-0220

PROPERTY INFORMATION

Legal Description: See Attached
(Include Plat Book and Page)

Parcel I.D. Number: See Attached

Current Zoning: Tradition Lagoon MPUD/TBD

Proposed Zoning: Del Webb @ Tradtion MPUD

Future Land Use Designation: NCD Acreage of Property: 426.78 AC

Reason for rezoning request:
Property currently has future land use of New Community District with Tradition Lagoon/MPUD/TBD zoning.

This PUD rezoning request is required to enable development on the land. We are proposing PUD consistent with the City of Port St. Lucie Comprehensive Plan.

Signature of Owner	David C. Feltman Hand Print Name	6/13/2016 Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Dates: 10/24/16 &11/14/16

TO:	Mayor and City Council	
THRU:	Patricia Roebling, Interim City Manager	
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning	
Agenda Item:	Ordinance: (P16 -096) 16-75	MPUD Rezoning – Del Webb at Tradition
Submittal Date:	10/12/2016	

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

BACKGROUND: Steven Garrett of Lucido & Associates, acting as agent for Tradition Land Company, LLC has requested to rezone 426.78 acres from Tradition Lagoon MPUD and St. Lucie County AG-5 to an MPUD.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance was approved as to form by Attorney Thomas Mullin on October 10, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a) " ... shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the MPUD Rezoning at their October 4, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATES: 10/24/2016
& 11/14/16
LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance, staff report, application.

PT/ac

RECEIVED
OCT 13 2016
CITY MANAGER'S OFFICE

Del Webb at Tradition

Master Planned Unit Development
MPUD

APPLICATION FOR MPUD REZONING OF
Del Webb at Tradition

(City Project Number: P16-096)
(Ordinance __-_____, City of Port St. Lucie – P16-_____)

Prepared for:

Pulte Group
1400 Indian Creek Parkway
Jupiter, Florida 33456

Prepared by:
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994

September 21st, 2016

TABLE OF CONTENTS

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Project Team	4
Location	5
Location Map	6
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LIST OF EXHIBITS

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PROJECT TEAM

CURRENT PROPERTY OWNER (Seller)
Wesley S. McCurry
Tradition Land Company, LLC
4333 Edgewood Rd NE
Cedar Rapids, IA 52499

APPLICANT (Purchaser)
Gregory Pettibon
Pulte Group
1400 Indian Creek Parkway
Jupiter, Florida 33456

AGENT/ LAND PLANNER
Steve Garrett
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994

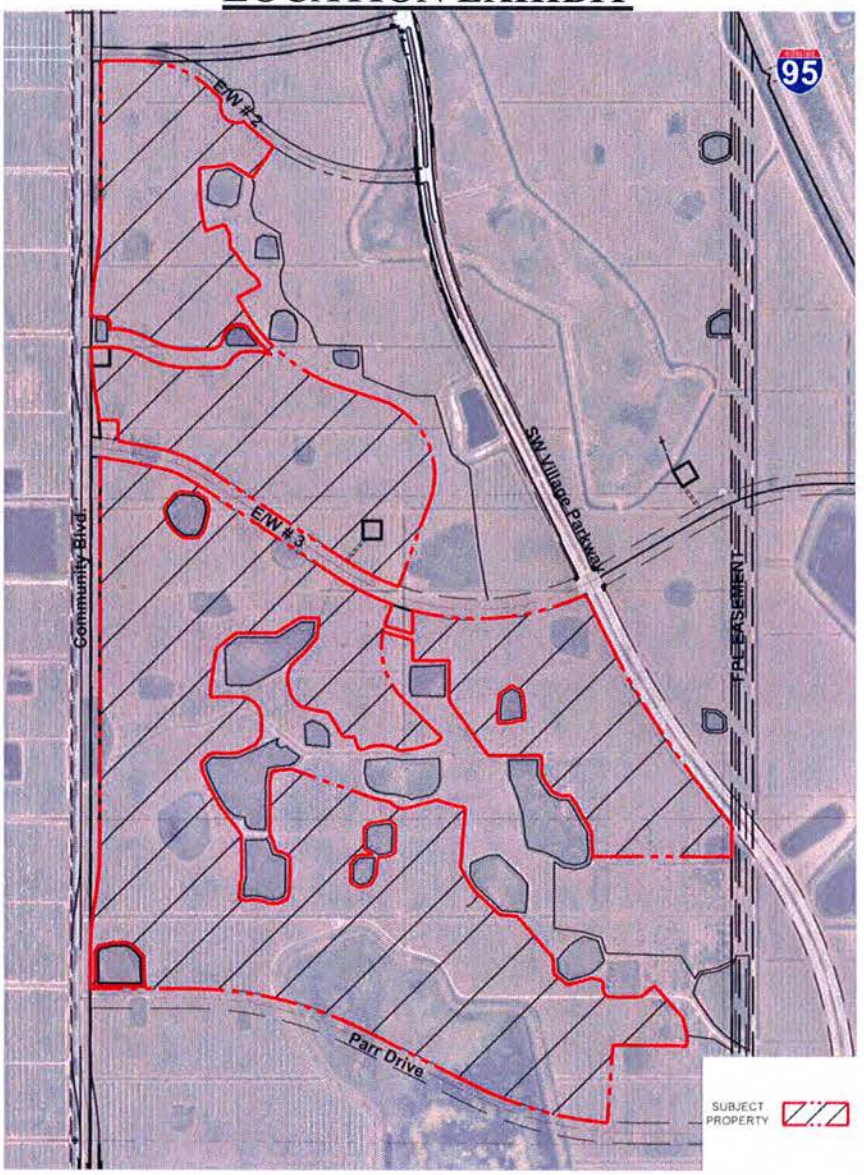
LAND PLANNER/ENTITLEMENT
Autumn J. Sorrow
AJ Entitlements & Planning
6311 Riverwalk Lane #4
Jupiter, FL 33458

ENGINEERS
Kinan Husainy
Kimley-Horn and Associates, Inc.
445 24th St
Vero Beach, FL 32960

LOCATION

The Del Webb at Tradition MPUD is approximately 426.78 acres in size and is located within the Southern Grove Development of Regional Impact (DRI) within the City of Port St. Lucie. General geographical location is south of Tradition and bordered by E/W #4/ Parr Drive (south), SW Village Parkway (east), E/W #2 (north) and SW Community Blvd. (west).

LOCATION EXHIBIT



luciano & associates

Del Webb

Location Exhibit

Project Team:
Kimley »Horn
Caulfield & Wheeler, Inc.
EW
AJ

SCALE N.T.S.

1 of 1

EXHIBIT 1

PUD REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772)871-5212 FAX:(772)871-5124

FOR OFFICE USE ONLY

Planning Dept.: _____
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Property currently has future land use of New Community District with Tradition Lagoon/MPUD/TBD zoning.

This PUD rezoning request is required to enable development on the land. We are proposing PUD consistent with the City of Port St. Lucie Comprehensive Plan.

Signature of Owner	Hand Print Name	Date
	David C. Feltman	6/13/2016

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

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

H:\PZ\SHARED\APPLCTN\PUD-REZONE (06/23/11)

EXHIBIT 2

MPUD APPLICATION CHECKLIST

1. Statement of Unified Control of the entire area within the proposed MPUD is enclosed as Exhibit 3.

2. Del Webb at Tradition MPUD is a proposed residential community designed to encompass residential, mixed-use and employment opportunities.

3. The Conceptual Plan for the Del Webb at Tradition MPUD is attached as Exhibit 8 of this submittal package.

4. Please see Exhibit 4 for the General Standards established for this Master Planned Unit Development. Development uses and standards are shown in Exhibit 6.

5. Includes the rezoning of 426.78 acres located west of I-95. The site is bordered by E/W #2 to the north, E/W #4/Parr Drive to the south, SW Community Blvd to the west, and SW Village Parkway to the east.

EXHIBIT 3
LETTER OF UNIFIED CONTROL

TRADITION

May 24, 2016

Ms. Patricia Tobin
Director of Planning & Zoning
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Del Webb at Tradition

Ms. Tobin,

This letter submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning requirements. Tradition Land Company, LLC is the owner of record of the subject property and copies of the warranty deeds are attached to this application.

If you should need anything further regarding this amendment, please contact me.

Sincerely,

Tradition Land Company, LLC

David Feltman
President

EXHIBIT 4

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

Area Requirements: The Del Webb at Tradition MPUD property is 426.78 acres; which exceeds the 50 acre minimum requirement for the establishment of a MPUD required by policy 1.2.6.2 of the City's Comprehensive Plan.

Relation to Major Transportation Facilities: The Del Webb at Tradition MPUD is located on the west side of SW Village Parkway, south of Tradition parkway. Temporary access will be from Village Parkway to access the sales center with primary access being provided from E/W/ # 3 once the first phase of E/W # 3 is completed. A portion of E/W#3 will be constructed with the initial phase of development to provide access to the initial phase. Access to the community will be provided by the construction of E/W#3. E/W#3 will initially be constructed by Tradition Land Company as a 2-lane roadway with the ultimate section that will accommodate a 4-lane divided urban arterial roadway that is consistent with the Southern Grove DRI Development Order transportation Conditions and the City Comprehensive Plan Map TRN-12: SW Annexation Roadway Plan.

Relation to Utilities, Public Facilities and services: The Del Webb at Tradition MPUD property will be served by Port St. Lucie Utilities for water and wastewater, Hometown Cable for phone and cable service and Florida Power & Light with electricity. Tradition Irrigation Company for irrigation water. Florida City Gas for natural gas. All Utilities will be underground.

Physical Character of the Site: The Del Webb at Tradition MPUD property is located within the Southern Grove Development of Regional Impact (DRI). Conservation areas (CA) are shown adjacent to and isolated CA's within the MPUD limits. All CA's are excluded from this specific MPUD rezoning and are dedicated to the Southern Grove Community Development District numbers 4, 5, & 6. The CA's isolated within the MPUD limits will have access easements provided with plat.

Consistency with the City's Comprehensive Plan: The Del Webb at Tradition MPUD is consistent with the City's Comprehensive Plan. Goal 1.2 provides for the creation of large scale sustainable communities with mixed-uses. Policy 1.2.2.3 requires neighborhoods in the residential area to be a minimum size of 10 acres and a maximum size of 750 acres. The residential component is 426.78 acres and is within 2 miles of existing and planned shops, services and other activities. Pursuant to policy 1.2.2.12 agriculture and agriculture related activities shall be permitted in areas intended for future development until the area is platted for non-agricultural uses.

EXHIBIT 5

SITE INFORMATION

(A) Total Acreage:

Land Uses included with this MPUD:

• Residential	426.78 acres
Total	426.78 acres

See Exhibit 8 for MPUD Concept Master Plan.

(B) Pedestrian Ways:

The system of pedestrian movement will consist of 5' wide sidewalks on both sides of streets within the rights-of-way of the neighborhoods. The sidewalks will be installed as development occurs and will be consistent with final platting. Neighborhood sidewalks will tie into adjacent Southern Grove roadway systems as the systems are constructed and final plats occur.

(C) Density:

Residential Density: 1,350 DU's *

*Note: Units not used in one parcel can be transferred to other areas within development.

EXHIBIT 6

DEVELOPMENT USES & STANDARDS

SECTION 1 – RESIDENTIAL AREA

(A) Permitted Principal Uses and Structures: Neighborhoods within the Residential area may include the following principal uses and structures.

1. Single-family dwelling;

2. Single-family Villa or Duplex;

3. Single accessory apartments, home offices or studios with a maximum living area of 600 square feet shall be permitted above garages on residential lots;

4. Townhouse dwelling;

5. Multiple-family dwelling;

6. Park or playground, or other public or private recreation or cultural facility (including but not limited to: clubhouse, open space devoted to the conservation and maintenance of natural waterways, vegetation and wildlife, hiking and/ or bicycle trails; nature study areas and boardwalks; and picnic area); and

7. Temporary sales/construction trailers and model homes located upon the parcel for which activities are to be conducted.

(B) Accessory Uses: As set forth within Section 2 hereof.

(C) Lot Requirements /Residential Density:

1. Single-family dwelling: Three thousand five hundred (3,500) square feet and width of thirty-five (35) feet, with a maximum gross project density of twelve (12) dwelling units per acre.
2. Townhouse dwelling: One thousand four hundred (1,400) square feet and a width of eighteen (18) feet, with a maximum gross project density of fifteen (15) dwelling units per acre.
3. Multiple-family dwelling: Minimum lot requirement of 2 acres. Minimum gross project density of ten (10) dwelling units per acre and maximum gross project density of twenty (20) dwelling units per acre.

(D) Maximum Building Lot Coverage:

Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

(E) Minimum Open Space: Thirty (30) percent. Within open space areas include a minimum of five (5) percent useable open space in the form of squares, greens, parks, recreation areas and / or conservation areas.

(F) Maximum Building Height:

1. Single-family: Thirty-five (35) feet.
2. Multi-family and Schools: Sixty-five (65) feet.
3. Other permitted uses: Thirty-five (35) feet.

(G) Minimum Living Area:

1. Single-family dwelling: One thousand two hundred (1,200) square feet.
2. Townhouse and Multiple-family dwellings:

    a. Studio apartment, six hundred (600) square feet;
    b. One (1) bedroom, seven hundred (700) square feet;
    c. Two (2) bedroom, eight hundred (800) square feet;
    d. Three (3) bedroom, nine hundred (900) square feet.

(H) Yard Requirements and Buffering: Minimum setbacks shall be stated below unless otherwise indicated on Exhibit 10 of the Del Webb at Tradition MPUD.

1. Single-family dwelling:

    Front Yard: Each lot shall have a front yard with a building setback line of fifteen (15) feet. Dwellings with alleys, shall have a front building setback of (15) feet and rear building setback of (18) feet to garage. Dwellings with a front loaded garage shall have a front setback of (18) eighteen feet to garage.

    Side Yard: Each lot shall have two (2) side yards, each of which shall result in a separation of twelve (12) feet between adjacent buildings. A side yard of fifteen (15) feet shall be provided adjacent to right-of-ways, unless there is a side street loaded garage, then a side yard of eighteen (18) feet shall be provided adjacent to alleys.

    Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet, eighteen (18) feet for garages on alleys.

2. Single-family Villa or Duplex:

    Front Yard: Each lot shall have a front yard with a building setback line of fifteen (15) feet for dwellings with alleys or a front yard with a building setback line of fifteen (15) feet and a front load garage setback line of eighteen (18) feet for dwellings without alleys.

    Side Yard: Each lot shall have two (2) side yards, each of which shall result in a separation of twelve (12) feet between adjacent buildings. A side yard of fifteen (15) feet shall be provided adjacent to right-of-ways, unless there is a side street loaded garage, then a side yard of eighteen (18) feet shall be provided adjacent to alleys.

    Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet, eighteen (18) feet for garages on alleys.

3. Townhouse dwelling:

   Each townhouse dwelling shall have a front yard with a minimum depth of twelve (12) feet for townhouse dwellings with alleys or a front yard with a minimum depth of twelve (12) feet and a front load garage setback line of eighteen (18) feet for townhouse dwellings without alleys and a rear yard with a minimum depth of ten (10) feet. Screened enclosures shall be set back a minimum of five (5) feet from the rear property line.

   No less than three (3) townhouse dwellings and no more than eight (8) townhouse dwellings shall be contiguous. No contiguous group of dwellings shall exceed two hundred forty (240) feet in length.

   No portion of a townhouse or accessory structure in or related to one (1) group of contiguous townhouses shall be closer than fifteen (15) feet to any portion of a townhouse of accessory structure related to another group. A side yard having a minimum depth of ten (10) feet shall be provided between the side of any townhouse dwelling and a private or public street or right-of-way.

4. Multiple-family dwelling:

   Each multi-family development shall have a setback of twenty-five (25) feet from the front yard and road rights-of-way and ten (10) feet from side and rear property lines. Where two or more buildings are situated upon a parcel, any two buildings shall be separated by a minimum of twenty (20) feet. No building shall have an effective length of mass exceeding three hundred (300) feet.

5. All other permitted or special exception uses:

   Setback requirements shall be twenty-five (25) feet for front yard and from public rights-of-way and ten (10) feet from side and rear property lines.

6. Buffering:

   Where applicable, buffering shall be provided in accordance with the landscaping requirements of the City of Port St. Lucie Ordinances.

(I) Off-Street Parking and Service Requirements: As set forth in section 3 hereof.

(J) Site Plan Review: Multi-family and non-residential developments within the Residential area shall submit a site plan, meeting the criteria set forth above including City of Port St. Lucie Code of Ordinances, for review and approval by the City's Site Plan Review Committee and City Council.

SECTION 2 – ACCESSORY USES AND STRUCTURES

(A) General Provisions: Accessory structures and uses are permitted in connection with any principal lawfully existing permitted use, provided that all accessory structures or uses are in full compliance with all setback, height, building coverage and other requirements. In no case shall accessory uses, either separately or in combination, exceed more than twenty (20) percent of the total floor area of the principal building or ground area of any lot, whichever is more restrictive.

(B) Accessory Uses in Residential Areas:

1. Accessory uses or structures shall not be located in that area extending from the front building line to the front property line unless otherwise specifically provided. Accessory uses or structures shall be located a minimum of five (5) feet from the rear property line, except where lakes or open space are adjacent to the rear property line and setback may be reduced to two (2) feet. The minimum setback from the side property lines shall be three (3) feet, provided ten (10) feet shall be provided adjacent to a right-of-way.

2. Accessory uses as permitted by Section 158.217 of the City of Port St. Lucie Zoning Code are allowed in the residential area.

3. Home Occupation: A home occupation as defined herein shall be permitted within residential areas, subject to the provisions of Section 158.217(F).

(C) Accessory Uses in Recreational Areas:

1. Accessory uses or structures shall be located a minimum of ten (10) feet from the front and rear property lines. The minimum setback from the side property lines shall be three (3) feet, provided ten (10) feet shall be provided adjacent to a right-of-way.

SECTION 3 – PARKING AND PEDESTRIAN REQUIREMENTS

(A) Parking Requirements: Each building, use, or structure shall be provided with off-street parking and service facilities in accordance with the provisions set forth herein. The maximum number of parking spaces to be provided is limited to one hundred twenty-five (125) percent of that required by the provisions set forth herein.

1. Residential: 1.5 spaces per dwelling unit.

2. Recreation/Clubhouse: No parking required provided adequate pedestrian access exists within the area intended to be served by the facility.

(B) Shared or joint use of parking facilities between and among uses is authorized when:

1. There is a relationship among the land uses utilizing shared parking that will attract drivers to two or more uses in a single trip; and,

2. There is adequate linkage between the parking and each of the uses sharing the parking.

(C) Parking areas shall be encouraged to be located to the rear or side of the property.

(D) Parking lot landscaping shall be in accordance with Chapter 153, City of Port St. Lucie Zoning Ordinances except that ten (10) foot parking islands shall be required to break up rows in groups of twelve (12) contiguous spaces.

(E) Pedestrian Access:

1. An on-site pedestrian circulation system which links the street and the primary entrance(s) of the structure(s) on the site shall be provided with each site plan. Sidewalks or pedestrian ways must connect the required pedestrian system to existing pedestrian systems on adjacent developments if adequate safety and security can be maintained.

2. The circulation system must be hard-surfaced, ADA acceptable, and be at least 5 feet wide.

SECTION 4 – LANDSCAPING

(A) Plant Materials:

1. Tree species height, spread and minimum clear trunk and shrub heights shall meet or exceed the minimum specified by the USDA's Grades and Standards for Nursery Stock, current edition. Each tree in a grouping shall be counted separately.

2. Tree species shall be a minimum of fourteen (14) feet overall height when planted with a minimum four (4) foot spread in accordance with the USDA's Grades and Standards for Nursery Stock, current edition.

3. Existing plant material used to meet the intent of this section and City of Port St. Lucie Code of Ordinances, will not have to be of a quality comparable to Florida No. 1 since this material was not nursery grown.

4. No more than eighty (80) percent of the required trees shall be native species.

5. A minimum of twenty-five (25) percent of all required trees shall be native.

(B) Easement and Utility Area Landscaping: Trees and all vegetation with intrusive root systems shall not be planted within ten (10) feet of any utilities; including water and sewer lines, exiting utility pole, guy wire, and pad mounted transformers. No protective barriers will be required. All proposed utilities shall maintain separation distances from potable water mains as required by the city and FDEP.

(C) Residential Landscaping: The number of trees to be provided per lot shall be as follows:

A. Lots less than 6,000 sq. ft. shall provide two (2) trees.
B. Lots from 6,000 to 7,500 sq. ft. shall provide three (3) trees.
C. Lots over 7,500 sq. ft. shall provide four (4) trees.

(D) Perimeter landscape requirements:

1. Adjacent to lakes: Perimeter landscape requirements may be relocated to other areas within the project site to allow creativity in landscape design adjacent to the lake.
2. Adjacent to Collector and Arterial roadways: The 6' fence or wall is at the discretion of the developer, however the minimum City of Port St. Lucie landscape (plant material) requirements will be met.

SECTION 5 – UTILITIES

(A) Proposed Sanitary Sewer System:
The proposed Southern Grove project is located within the City of Port St. Lucie Water and Sewer service area. The proposed Sanitary Sewer System for Southern Grove will consist of gravity sanitary sewer mains and manholes, which will flow to on-site sewage pump stations. The proposed maximum depth of gravity sewer mains and number of pump stations are dependent on existing soil conditions, and may vary due to those existing soil conditions. The proposed wastewater pump stations will have force mains, which will carry the flows to the existing City of Port St. Lucie wastewater transmission system. The existing City of Port St. Lucie wastewater transmission system consists of an existing force main along Village Parkway, located on the eastern side of the Southern Grove project. The proposed sewer transmission will include force main connections to this existing city force main along Village Parkway.

(B) Proposed Water Distribution System:

The proposed Southern Grove project is located within the City of Port St. Lucie Water and Sewer service area. The proposed water distribution system for Southern Grove will consist of a main water line along the spine road of the project. There will be several connections to the main spine road, and these water mains will be extend along all other roadways within the project. Water mains will be looped wherever possible, and upsized lines will be provided if necessary to provide additional pressure for longer dead end lines. All dead end lines will have blow offs or hydrants to allow for adequate flushing of the system.
The proposed water mains will be connected to the existing City of Port St. Lucie potable water system. The existing City of Port St. Lucie potable water system consists of a large water main located along Village Parkway, located on the eastern side of the Southern Grove project. The proposed water main connections for the site will included two connections to this existing water main along Village Parkway.

SECTION 6 – TRADITION TRAIL

A private residential street is running east-west dividing conservation tract-16 and conservation tract-16B. The proposed Tradition Trail (when developed by the City of Port St. Lucie and/or the master developer of Tradition) will be allowed to cross at the private residential street. A formalized pedestrian crossing will occur at the private residential street and implement pedestrian awareness signs identifying Tradition Trail and the road crossing. No fencing or other security measures blocking use and continuation of the trail north-south across the residential street.

EXHIBIT 7

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN PARCEL 25, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 22, 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT OF COMMENCEMENT #1, BEING THE NORTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE WEST LINE OF SAID SECTION 22, SOUTH 00°24'43" EAST, A DISTANCE OF 1887.25 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°35'17" EAST, A DISTANCE OF 226.88 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF PROPOSED E/W 2, SAID POINT ALSO BEING POINT OF BEGINNING #1;

THENCE, DEPARTING SAID EAST LINE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, THE FOLLOWING SEVEN (7) COURSES, NORTH 45°02'47" EAST, A DISTANCE OF 35.38 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 285.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 850.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°08'59", A DISTANCE OF 654.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45°51'01" EAST, A DISTANCE OF 109.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 135.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 67°35'19" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 136°31'23", A DISTANCE OF 321.67 FEET; THENCE SOUTH 45°51'01" EAST, A DISTANCE OF 41.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1650.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°25'22", A DISTANCE OF 271.35 FEET; THENCE SOUTH 33°37'18" WEST, A DISTANCE OF 305.32 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF CONSERVATION TRACT NO. 15 OF SAID PLAT OF SOUTHERN GROVE PLAT NO. 3; THENCE, ALONG THE NORTH AND WEST LINES OF SAID CONSERVATION TRACT NO. 15 THE FOLLOWING EIGHTEEN (18) COURSES, NORTH 58°50'58" WEST, A DISTANCE OF 212.77 FEET; THENCE SOUTH 80°06'18" WEST, A DISTANCE OF 137.00 FEET; THENCE SOUTH 87°02'27" WEST, A DISTANCE OF 112.82 FEET; THENCE SOUTH 01°11'29" EAST, A DISTANCE OF 187.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1440.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'22", A DISTANCE OF 326.88 FEET; THENCE NORTH 72°36'32" EAST, A DISTANCE OF 167.38 FEET; THENCE SOUTH 23°13'10" EAST, A DISTANCE OF 96.35 FEET; THENCE SOUTH 01°15'47" EAST, A DISTANCE OF 85.83 FEET; THENCE SOUTH 36°09'06" EAST, A DISTANCE OF 250.38 FEET; THENCE SOUTH 51°38'43" EAST, A DISTANCE OF 84.29 FEET; THENCE SOUTH 27°03'16" EAST, A DISTANCE OF 74.38 FEET; THENCE SOUTH 62°56'44" WEST, A DISTANCE OF 214.85 FEET; THENCE SOUTH 31°25'05" EAST, A DISTANCE OF 128.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1440.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°59'01", A DISTANCE OF 1030.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 72°24'06" EAST, A DISTANCE OF 315.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 630.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°29'11", A DISTANCE OF 1016.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 20°05'06" WEST, A DISTANCE OF 744.10 FEET TO A POINT OF INTERSECTION WITH THE NORTH

RIGHT-OF-WAY LINE OF E/W 3 RECORDED AS EXHIBIT E, OFFICIAL RECORD BOOK 2899 AT PAGE 2930 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1925.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 19°11'33" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 14°25'49", A DISTANCE OF 484.82 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES, NORTH 56°22'38" WEST, A DISTANCE OF 1338.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1075.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 410.38 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 8076.97 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°30'06", A DISTANCE OF 352.65 FEET; THENCE, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°05'34" EAST, A DISTANCE OF 169.97 FEET; THENCE NORTH 89°54'27" WEST, A DISTANCE OF 156.51 FEET TO A POINT OF INTERSECTION WITH AFORESAID EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2215.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 84°42'56" WEST; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°21'53", A DISTANCE OF 207.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2065.00 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'43", A DISTANCE OF 387.27 FEET TO THE SOUTHWEST CORNER OF CONSERVATION TRACT NO. 14 OF SAID PLAT OF SOUTHERN GROVE PLAT NO. 3; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE SOUTH, EAST AND NORTH LINES OF SAID CONSERVATION TRACT NO. 14, THE FOLLOWING TWENTY-TWO (22) COURSES, SOUTH 90°00'00" EAST, A DISTANCE OF 157.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°43'14", A DISTANCE OF 250.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°55'11", A DISTANCE OF 429.03 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°48'04" EAST, A DISTANCE OF 183.72 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 523.61 FEET FROM WHICH A RADIAL LINE BEARS NORTH 00°13'56" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°40'53", A DISTANCE OF 51.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 113.81 FEET FROM WHICH A RADIAL LINE BEARS NORTH 03°26'12" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°00'28", A DISTANCE OF 107.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 155.68 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 60°36'06" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°57'53", A DISTANCE OF 160.21 FEET; THENCE SOUTH 89°29'45" EAST, A DISTANCE OF 93.08 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 176.37 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 02°53'47" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'19", A DISTANCE OF 61.58 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 79.81 FEET FROM WHICH A RADIAL LINE BEARS NORTH 24°30'36" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

29°50'56", A DISTANCE OF 41.58 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1500.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42°57'50" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'29", A DISTANCE OF 294.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 419.19 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 28°20'43" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°37'03", A DISTANCE OF 11.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 136.39 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 24°56'56" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°58'51", A DISTANCE OF 107.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 132.99 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 24°54'34" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°21'58", A DISTANCE OF 130.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°04'54", A DISTANCE OF 155.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°48'22" WEST, A DISTANCE OF 156.54 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 700.36 FEET FROM WHICH A RADIAL LINE BEARS NORTH 00°11'43" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°13'54", A DISTANCE OF 357.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 650.20 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 28°21'59" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°43'16", A DISTANCE OF 325.93 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 36.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°32'46", A DISTANCE OF 83.30 FEET; THENCE NORTH 84°53'44" WEST, A DISTANCE OF 41.74 FEET; THENCE NORTH 88°30'26" WEST, A DISTANCE OF 62.01 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2065.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 89°54'26" EAST; THENCE, DEPARTING THE NORTH LINE OF SAID CONSERVATION TRACT NO. 14, NORTHERLY ALONG, SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 387.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2215.00 FEET; THENCE, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 415.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°05'34" EAST, A DISTANCE OF 1251.15 FEET TO POINT OF BEGINNING #1.

CONTAINING 5,268,673 SQUARE FEET / 120.9521 ACRES MORE OR LESS.

TOGETHER WITH:
BEING A PARCEL OF LAND LYING IN PARCEL 27, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 22 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT POINT OF COMMENCEMENT #2, BEING THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE WEST LINE OF SAID SECTION 22, NORTH 00°24'43" WEST, A DISTANCE OF 339.90 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°35'17" EAST, A DISTANCE OF 198.79 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY

LINE OF COMMUNITY BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF E/W 3 RECORDED AS EXHIBIT E IN OFFICIAL RECORD BOOK 2899 AT PAGE 2930 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND POINT OF BEGINNING #2;
SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 7926.97 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 08°20'59" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF E/W 3 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°24'01", A DISTANCE OF 470.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 925.00 FEET; THENCE EASTERLY, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 353.12 FEET TO THE POINT OF TANGENCY AND POINT A; THENCE, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 56°22'38" EAST, A DISTANCE OF 1338.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2075.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°21'56", A DISTANCE OF 520.26 FEET; THENCE, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 20°05'06" WEST, A DISTANCE OF 153.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 590.45 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 69°55'00" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°03'03", A DISTANCE OF 31.44 FEET; THENCE SOUTH 73°44'12" EAST, A DISTANCE OF 237.66 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 190.82 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF E/W 3 AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2075.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 14°29'13" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°05'48", A DISTANCE OF 1415.91 FEET; THENCE SOUTH 70°30'48" EAST, A DISTANCE OF 35.63 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF VILLAGE PARKWAY RECORDED AS EXHIBIT A IN OFFICIAL RECORD BOOK, 2899 PAGE 2930 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 25°57'22" EAST, A DISTANCE OF 338.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 6901.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°59'06", A DISTANCE OF 1563.98 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 38°56'28" EAST, A DISTANCE OF 290.22 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF CONSERVATION TRACT NO. 18 AS SHOWN ON AFORESAID SOUTHERN GROVES PLAT NO. 3; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID WEST TRACT LINE, SOUTH 00°02'34" WEST, A DISTANCE OF 254.07 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID CONSERVATION TRACT NO. 18; THENCE, ALONG SAID NORTH LINE, NORTH 90°00'00" WEST, A DISTANCE OF 1130.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF CONSERVATION TRACT NO. 16 OF SAID SOUTHERN GROVES PLAT NO. 3; THENCE, ALONG SAID EAST TRACT LINE THE FOLLOWING EIGHTEEN (18) COURSES, NORTH 15°23'20" EAST, A DISTANCE OF 18.46 FEET; THENCE NORTH 03°05'31" WEST, A DISTANCE OF 116.37 FEET; THENCE NORTH 03°03'16" WEST, A DISTANCE OF 65.64 FEET; THENCE NORTH 30°26'20" WEST, A DISTANCE OF 134.71 FEET; THENCE NORTH 27°20'53" WEST, A DISTANCE OF 117.43 FEET; THENCE NORTH 35°18'09" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 89°51'04" WEST, A DISTANCE OF 77.82 FEET; THENCE NORTH 64°42'20" WEST, A DISTANCE OF 68.88 FEET; THENCE NORTH 35°26'05" WEST, A DISTANCE OF 104.58 FEET; THENCE NORTH 25°11'02" WEST, A DISTANCE OF 73.15 FEET; THENCE NORTH 03°14'42" EAST, A DISTANCE OF 79.27 FEET; THENCE NORTH 02°37'31" WEST, A DISTANCE OF 64.61 FEET; THENCE SOUTH 89°42'02" WEST, A DISTANCE OF 431.66 FEET; THENCE NORTH 35°36'37" WEST, A DISTANCE OF 548.38 FEET TO POINT B; THENCE NORTH 00°30'59" EAST, A DISTANCE OF 326.12 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 298.44 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 162.83 FEET; THENCE DEPARTING SAID EAST TRACT LINE, NORTH 73°44'12" WEST, A DISTANCE

OF 250.79 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF AFORESAID CONSERVATION TRACT NO. 16 AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 590.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 77°50'28" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°12'44", A DISTANCE OF 589.05 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID WEST TRACT LINE SOUTH 45°01'52" EAST, A DISTANCE OF 407.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 760.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°12'58", A DISTANCE OF 42.66 FEET; THENCE, DEPARTING SAID WEST TRACT LINE, SOUTH 48°11'06" WEST, A DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF CONSERVATION TRACT NO. 17 OF SAID SOUTHERN GROVES PLAT NO. 3; THENCE, ALONG THE NORTH, WEST AND SOUTH LINES OF SAID CONSERVATION TRACT NO. 17 THE FOLLOWING SEVENTY (70) COURSES, SOUTH 73°32'20" WEST, A DISTANCE OF 177.17 FEET; THENCE SOUTH 82°12'59" WEST, A DISTANCE OF 114.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 35.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°28'32", A DISTANCE OF 22.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 315.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°17'01", A DISTANCE OF 298.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°44'13", A DISTANCE OF 60.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 16°51'17" WEST, A DISTANCE OF 79.41 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 89.64 FEET; THENCE NORTH 30°24'21" WEST, A DISTANCE OF 92.33 FEET; THENCE NORTH 31°17'40" WEST, A DISTANCE OF 137.81 FEET; THENCE NORTH 78°24'38" WEST, A DISTANCE OF 172.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 185.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°21'49", A DISTANCE OF 211.05 FEET TO THE POINT OF TANGENCY; THENCE NORTH 13°02'49" WEST, A DISTANCE OF 65.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 185.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°46'55", A DISTANCE OF 193.03 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46°44'06" EAST, A DISTANCE OF 131.36 FEET; THENCE NORTH 39°43'37" EAST, A DISTANCE OF 137.06 FEET; THENCE NORTH 06°06'44" EAST, A DISTANCE OF 160.62 FEET; THENCE NORTH 89°03'40" WEST, A DISTANCE OF 153.66 FEET; THENCE SOUTH 57°17'45" WEST, A DISTANCE OF 231.45 FEET; THENCE SOUTH 89°44'18" WEST, A DISTANCE OF 327.70 FEET; THENCE SOUTH 50°35'21" WEST, A DISTANCE OF 208.33 FEET; THENCE SOUTH 07°58'16" WEST, A DISTANCE OF 322.93 FEET; THENCE SOUTH 02°07'56" WEST, A DISTANCE OF 66.02 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 239.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 175.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 274.89 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 97.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°20'14", A DISTANCE OF 165.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 63°20'14" WEST, A DISTANCE OF 6.86 FEET; THENCE SOUTH 67°14'45" WEST, A DISTANCE OF 123.06 FEET; THENCE SOUTH 87°12'21" WEST, A DISTANCE OF 86.92 FEET; THENCE NORTH 88°11'46" WEST, A DISTANCE OF 116.98 FEET; THENCE SOUTH 52°35'42" WEST, A DISTANCE OF 50.47 FEET; THENCE SOUTH 42°51'38"

WEST, A DISTANCE OF 60.53 FEET; THENCE SOUTH 08°11'59" EAST, A DISTANCE OF 82.21 FEET; THENCE SOUTH 23°05'49" EAST, A DISTANCE OF 67.03 FEET; THENCE SOUTH 25°45'11" EAST, A DISTANCE OF 110.31 FEET; THENCE SOUTH 29°23'17" EAST, A DISTANCE OF 119.22 FEET; THENCE SOUTH 35°24'13" EAST, A DISTANCE OF 77.79 FEET; THENCE SOUTH 36°43'52" EAST, A DISTANCE OF 226.10 FEET; THENCE SOUTH 00°15'51" EAST, A DISTANCE OF 354.16 FEET; THENCE SOUTH 29°06'02" WEST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 00°39'35" EAST, A DISTANCE OF 57.42 FEET; THENCE SOUTH 09°50'05" WEST, A DISTANCE OF 66.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 300.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 30°34'54" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°52'10", A DISTANCE OF 4.55 FEET; THENCE SOUTH 73°05'49" EAST, A DISTANCE OF 53.04 FEET; THENCE NORTH 85°47'11" EAST, A DISTANCE OF 75.53 FEET; THENCE SOUTH 82°09'42" EAST, A DISTANCE OF 69.14 FEET; THENCE SOUTH 68°50'30" EAST, A DISTANCE OF 55.80 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 22.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°37'46", A DISTANCE OF 49.13 FEET; THENCE NORTH 66°38'50" EAST, A DISTANCE OF 84.37 FEET; THENCE NORTH 12°51'14" EAST, A DISTANCE OF 66.26 FEET; THENCE NORTH 01°38'31" EAST, A DISTANCE OF 110.91 FEET; THENCE NORTH 00°24'16" EAST, A DISTANCE OF 167.20 FEET; THENCE NORTH 56°05'28" WEST, A DISTANCE OF 69.16 FEET; THENCE NORTH 77°09'12" WEST, A DISTANCE OF 57.87 FEET; THENCE NORTH 15°28'04" WEST, A DISTANCE OF 77.51 FEET; THENCE NORTH 25°55'25" WEST, A DISTANCE OF 64.53 FEET; THENCE NORTH 01°09'13" EAST, A DISTANCE OF 102.85 FEET; THENCE NORTH 01°43'32" WEST, A DISTANCE OF 117.23 FEET; THENCE NORTH 02°46'40" EAST, A DISTANCE OF 87.92 FEET; THENCE NORTH 02°45'45" WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 08°45'00" EAST, A DISTANCE OF 106.97 FEET; THENCE NORTH 78°27'17" EAST, A DISTANCE OF 43.67 FEET; THENCE NORTH 83°56'58" EAST, A DISTANCE OF 116.93 FEET; THENCE SOUTH 70°31'48" EAST, A DISTANCE OF 720.59 FEET; THENCE SOUTH 78°22'43" EAST, A DISTANCE OF 105.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 45.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°15'42", A DISTANCE OF 22.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 49°07'01" EAST, A DISTANCE OF 29.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°03'01", A DISTANCE OF 112.50 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°49'58" EAST, A DISTANCE OF 253.89 FEET; THENCE SOUTH 73°11'00" EAST, A DISTANCE OF 181.24 FEET TO THE SOUTHEAST CORNER OF SAID CONSERVATION TRACT NO. 17; THENCE SOUTH 85°46'44" EAST, A DISTANCE OF 60.02 FEET TO A POINT OF INTERSECTION WITH THE AFORE SAID WEST LINE OF CONSERVATION TRACT NO. 16 AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 760.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 85°46'44" WEST; THENCE SOUTHERLY ALONG SAID WEST TRACT LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°44'18", A DISTANCE OF 9.79 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID WEST TRACT LINE THE FOLLOWING TWENTY-THREE (23) COURSES, SOUTH 04°57'34" WEST, A DISTANCE OF 476.51 FEET TO POINT C; THENCE SOUTH 30°05'50" EAST, A DISTANCE OF 203.98 FEET; THENCE SOUTH 46°43'42" EAST, A DISTANCE OF 189.69 FEET; THENCE SOUTH 45°15'32" EAST, A DISTANCE OF 108.69 FEET; THENCE SOUTH 84°26'49" EAST, A DISTANCE OF 145.14 FEET; THENCE SOUTH 40°44'43" EAST, A DISTANCE OF 441.54 FEET; THENCE SOUTH 03°28'43" EAST, A DISTANCE OF 130.97 FEET; THENCE SOUTH 50°03'38" EAST, A DISTANCE OF 142.15 FEET; THENCE NORTH 74°09'34" EAST, A DISTANCE OF 129.53 FEET;

THENCE NORTH 72°08'44" EAST, A DISTANCE OF 75.58 FEET; THENCE SOUTH 73°27'51" EAST, A DISTANCE OF 92.82 FEET; THENCE SOUTH 02°40'38" EAST, A DISTANCE OF 87.29 FEET; THENCE SOUTH 39°03'12" EAST, A DISTANCE OF 46.56 FEET; THENCE SOUTH 82°52'56" EAST, A DISTANCE OF 67.71 FEET; THENCE SOUTH 89°51'19" EAST, A DISTANCE OF 84.03 FEET; THENCE NORTH 87°13'00" EAST, A DISTANCE OF 131.36 FEET; THENCE NORTH 48°56'20" EAST, A DISTANCE OF 135.03 FEET; THENCE SOUTH 41°03'40" EAST, A DISTANCE OF 252.58 FEET; THENCE SOUTH 43°51'18" EAST, A DISTANCE OF 90.15 FEET; THENCE SOUTH 13°44'05" EAST, A DISTANCE OF 151.78 FEET TO A POINT OF INTERSECTION WITH NORTH LINE OF CONSERVATION TRACT NO. 18; THENCE, ALONG THE NORTH AND WEST LINES OF SAID CONSERVATION TRACT NO. 18 THE FOLLOWING THREE COURSES, SOUTH 03°14'21" WEST, A DISTANCE OF 87.14 FEET; THENCE NORTH 89°14'41" WEST, A DISTANCE OF 596.05 FEET; THENCE SOUTH 04°13'26" WEST, A DISTANCE OF 635.29 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF E/W 4, RECORDED AS EXHIBIT F IN OFFICIAL RECORD BOOK, 2899 PAGE 2930 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2925.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 04°39'35" EAST; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°53'45", A DISTANCE OF 1117.81 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES, NORTH 63°26'39" WEST, A DISTANCE OF 1026.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 3075.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°33'21", A DISTANCE OF 1425.22 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 823.63 FEET TO POINT D AND A POINT OF INTERSECTION WITH THE AFORESAID EAST RIGHT-0F-WAY LINE OF COMMUNITY BOULEVARD; THENCE, ALONG SAID EAST LINE THE FOLLOWING FIVE (5) COURSES, NORTH 00°05'34" EAST, A DISTANCE OF 324.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2065.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 387.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2215.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 415.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°05'34" EAST, A DISTANCE OF 3189.52 FEET TO POINT OF BEGINNING #2.

CONTAINING 13,733,236 SQUARE FEET / 315.2717 ACRES MORE OR LESS.

LESS:

COMMENCING AT SAID POINT A; THENCE SOUTH 05°36'41" EAST, A DISTANCE OF 71.60 FEET TO POINT OF BEGINNING #3;
THENCE SOUTH 56°25'07" EAST, A DISTANCE OF 83.06 FEET; THENCE SOUTH 20°06'37" EAST, A DISTANCE OF 57.61 FEET; THENCE SOUTH 06°31'57" EAST, A DISTANCE OF 47.38 FEET; THENCE SOUTH 14°05'39" WEST, A DISTANCE OF 160.33 FEET; THENCE SOUTH 40°05'56" WEST, A DISTANCE OF 85.61 FEET; THENCE SOUTH 89°39'12" WEST, A DISTANCE OF 116.12 FEET; THENCE NORTH 54°05'23" WEST, A DISTANCE OF 90.88 FEET; THENCE NORTH 37°49'36" WEST, A DISTANCE OF 87.69 FEET; THENCE NORTH 18°32'07" WEST, A DISTANCE OF 101.36 FEET; THENCE NORTH 11°24'38" EAST, A DISTANCE OF 44.95 FEET; THENCE NORTH 39°44'11" EAST, A DISTANCE OF 133.59 FEET; THENCE NORTH 68°40'41" EAST, A DISTANCE OF 34.54 FEET; THENCE SOUTH 89°57'59" EAST, A DISTANCE OF 38.94 FEET; THENCE SOUTH 85°13'43" EAST, A DISTANCE OF 110.49 FEET TO THE POINT OF BEGINNING #3. (ALSO KNOW AS CONSERVATION TRACT NO. 8)

CONTAINING 108,181 SQUARE FEET / 2.4835 ACRES MORE OR LESS.

LESS:

COMMENCING AT SAID POINT B; THENCE NORTH 81°37'00" EAST, A DISTANCE OF 412.94 FEET TO POINT OF BEGINNING #4;
THENCE NORTH 57°40'10" EAST, A DISTANCE OF 122.20 FEET; THENCE SOUTH 60°44'46" EAST, A DISTANCE OF 95.61 FEET; THENCE SOUTH 10°09'57" EAST, A DISTANCE OF 89.20 FEET; THENCE SOUTH 03°44'57" EAST, A DISTANCE OF 143.02 FEET; THENCE SOUTH 77°13'07" WEST, A DISTANCE OF 135.46 FEET; THENCE SOUTH 88°50'46" WEST, A DISTANCE OF 91.76 FEET; THENCE NORTH 00°24'36" WEST, A DISTANCE OF 134.32 FEET; THENCE NORTH 06°48'03" EAST, A DISTANCE OF 110.16 FEET TO POINT OF BEGINNING #4. (ALSO KNOW AS CONSERVATION TRACT NO. 7)

CONTAINING 56,866 SQUARE FEET / 1.3055 ACRES MORE OR LESS.

LESS:

COMMENCING AT SAID POINT C; THENCE NORTH 77°23'32" WEST, A DISTANCE OF 540.45 FEET TO POINT OF BEGINNING #5;
THENCE SOUTH 60°00'56" WEST, A DISTANCE OF 66.97 FEET; THENCE SOUTH 86°17'03" WEST, A DISTANCE OF 83.25 FEET; THENCE SOUTH 05°45'30" WEST, A DISTANCE OF 147.56 FEET; THENCE SOUTH 29°35'22" WEST, A DISTANCE OF 94.52 FEET; THENCE SOUTH 79°01'50" WEST, A DISTANCE OF 92.37 FEET; THENCE NORTH 62°28'01" WEST, A DISTANCE OF 79.64 FEET; THENCE NORTH 01°01'32" WEST, A DISTANCE OF 154.63 FEET; THENCE NORTH 38°49'23" EAST, A DISTANCE OF 94.38 FEET; THENCE NORTH 88°15'35" EAST, A DISTANCE OF 125.84 FEET; THENCE NORTH 56°40'18" WEST, A DISTANCE OF 87.44 FEET; THENCE NORTH 00°16'50" WEST, A DISTANCE OF 156.20 FEET; THENCE NORTH 40°26'33" EAST, A DISTANCE OF 62.13 FEET; THENCE NORTH 82°11'46" EAST, A DISTANCE OF 175.58 FEET; THENCE SOUTH 50°43'44" EAST, A DISTANCE OF 57.44 FEET; THENCE SOUTH 00°49'44" WEST, A DISTANCE OF 222.36 FEET TO POINT OF BEGINNING #5. (ALSO KNOW AS CONSERVATION TRACT NO. 10)

CONTAINING 116,072 SQUARE FEET / 2.6647 ACRES MORE OR LESS.

LESS:

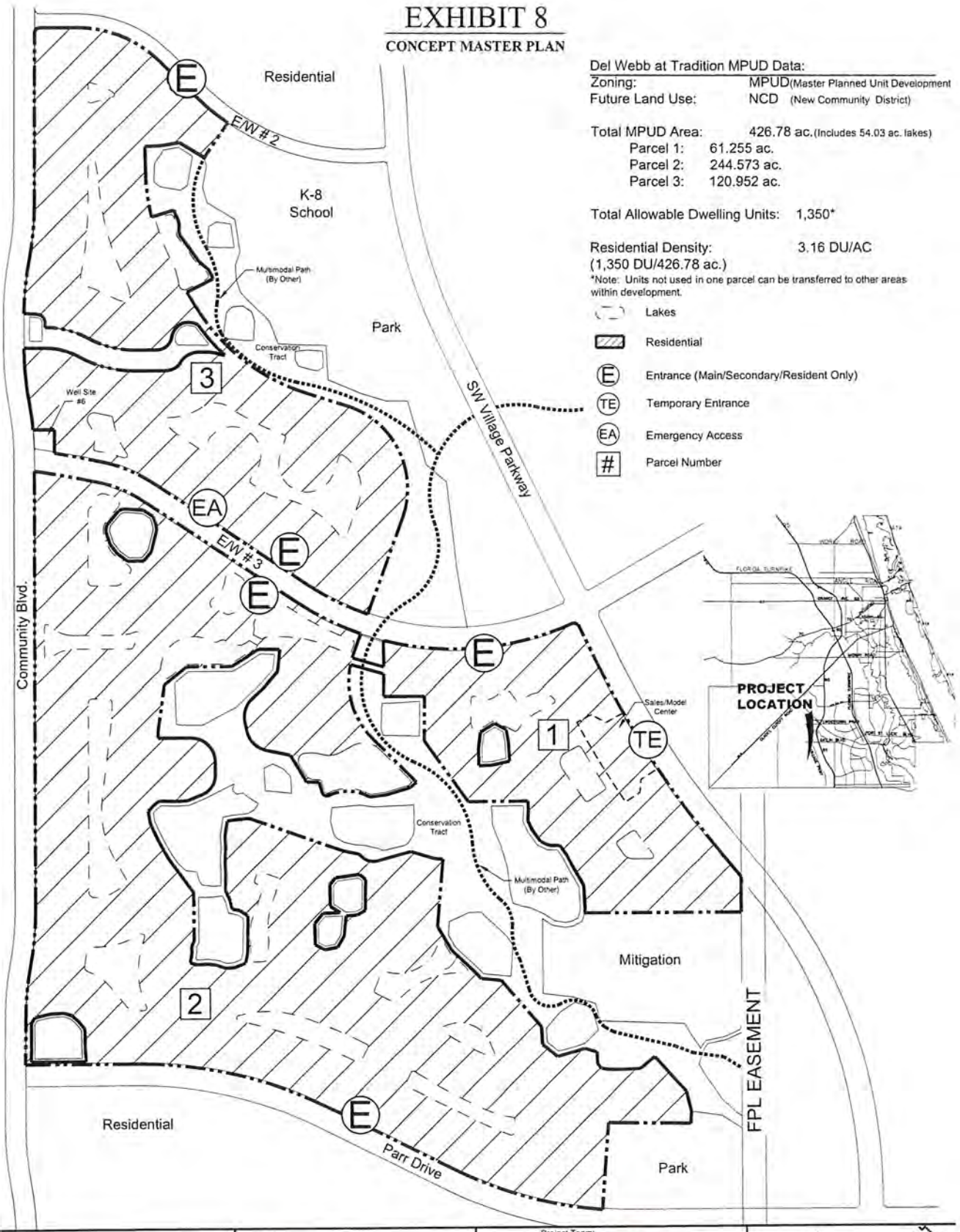
COMMENCING AT SAID POINT D; THENCE NORTH 64°39'09" EAST, A DISTANCE OF 46.72 FEET TO POINT OF BEGINNING #6;
THENCE NORTH 00°09'14" WEST, A DISTANCE OF 106.78 FEET; THENCE NORTH 00°46'48" WEST, A DISTANCE OF 175.58 FEET; THENCE NORTH 31°19'41" EAST, A DISTANCE OF 50.72 FEET; THENCE NORTH 77°23'13" EAST, A DISTANCE OF 121.27 FEET; THENCE NORTH 87°18'50" EAST, A DISTANCE OF 100.04 FEET; THENCE SOUTH 71°02'49" EAST, A DISTANCE OF 57.41 FEET; THENCE SOUTH 49°15'20" EAST, A DISTANCE OF 55.60 FEET; THENCE SOUTH 39°51'14" EAST, A DISTANCE OF 79.66 FEET; THENCE SOUTH 01°20'38" EAST, A DISTANCE OF 136.01 FEET; THENCE SOUTH 05°09'50" EAST, A DISTANCE OF 105.20 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 402.11 FEET TO POINT OF BEGINNING #6. (ALSO KNOW AS CONSERVATION TRACT NO. 9)

CONTAINING 130,323 SQUARE FEET / 2.9918 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN ST. LUCIE COUNTY, FLORIDA.
ABOVE DESCRIBED LANDS CONTAINING A TOTAL AREA OF 18,590,405 SQUARE FEET / 426.7770 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT 8

CONCEPT MASTER PLAN



Del Webb at Tradition MPUD Data:

Zoning:	MPUD (Master Planned Unit Development
Future Land Use:	NCD (New Community District)
Total MPUD Area:	426.78 ac. (Includes 54.03 ac. lakes)
Parcel 1:	61.255 ac.
Parcel 2:	244.573 ac.
Parcel 3:	120.952 ac.
Total Allowable Dwelling Units:	1,350*
Residential Density: (1,350 DU/426.78 ac.)	3.16 DU/AC

*Note: Units not used in one parcel can be transferred to other areas within development.

- Lakes
- Residential
- (E) Entrance (Main/Secondary/Resident Only)
- (TE) Temporary Entrance
- (EA) Emergency Access
- [#] Parcel Number

lucido & associates

Del Webb®

MPUD
Master Plan

Project Team:
Kimley»Horn
Caulfield & Wheeler Inc.

NORTH

REG. # 1018
Thomas P. Lucido

Designer: TJ
Manager: SD
Project Number: 16-255
Municipal Number: —
Computer File: MPUD Master Plan.dwg

Sheet
1 of 1

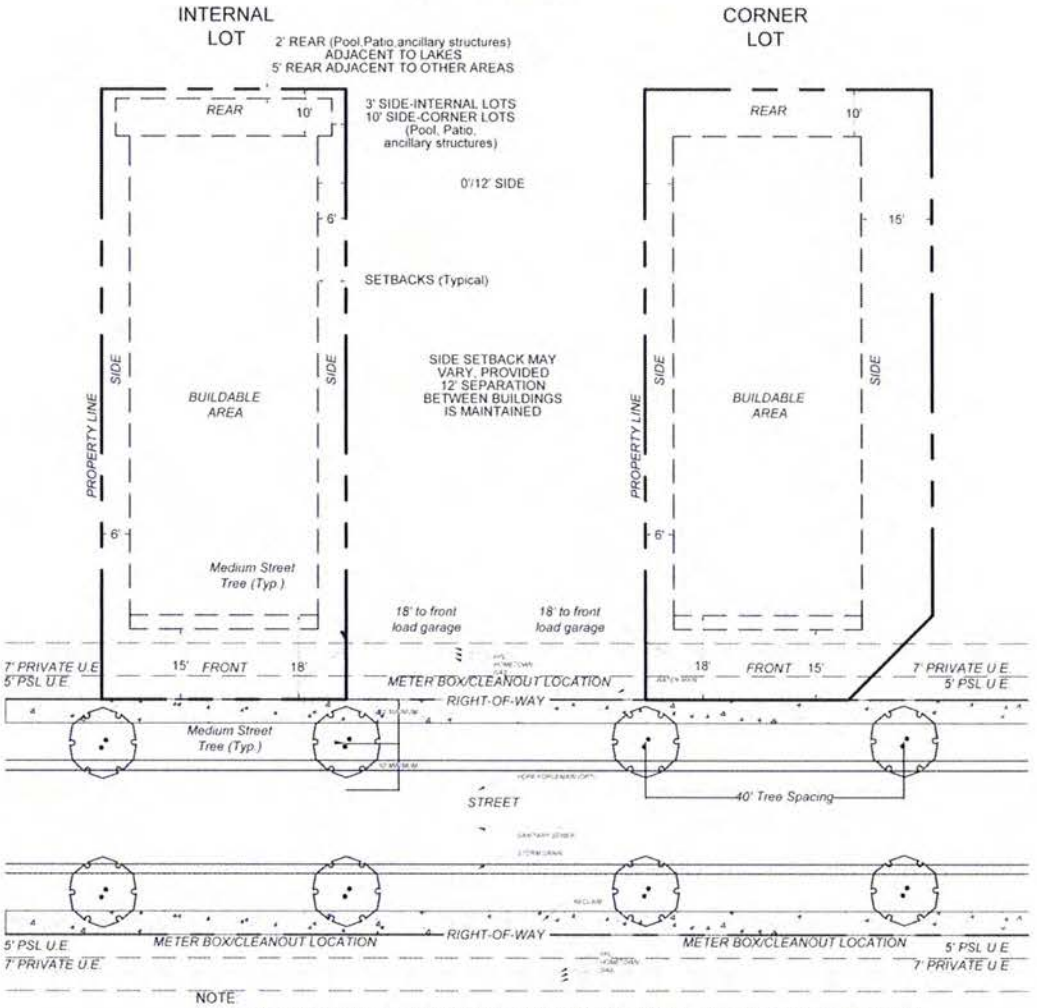
EXHIBIT 9

DEVELOPMENT PROGRAM

Development Program		
Land Use/Use	Acreage	Units
Residential	426.78	1,350
Total	426.78	1,350

EXHIBIT 10A

SINGLE FAMILY - NON ALLEY
NOT TO SCALE



NOTE:
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES
3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

TYPICAL LOT
(Single Family Detached Min. 35' Width x Min 100' Depth)

lucido & associates

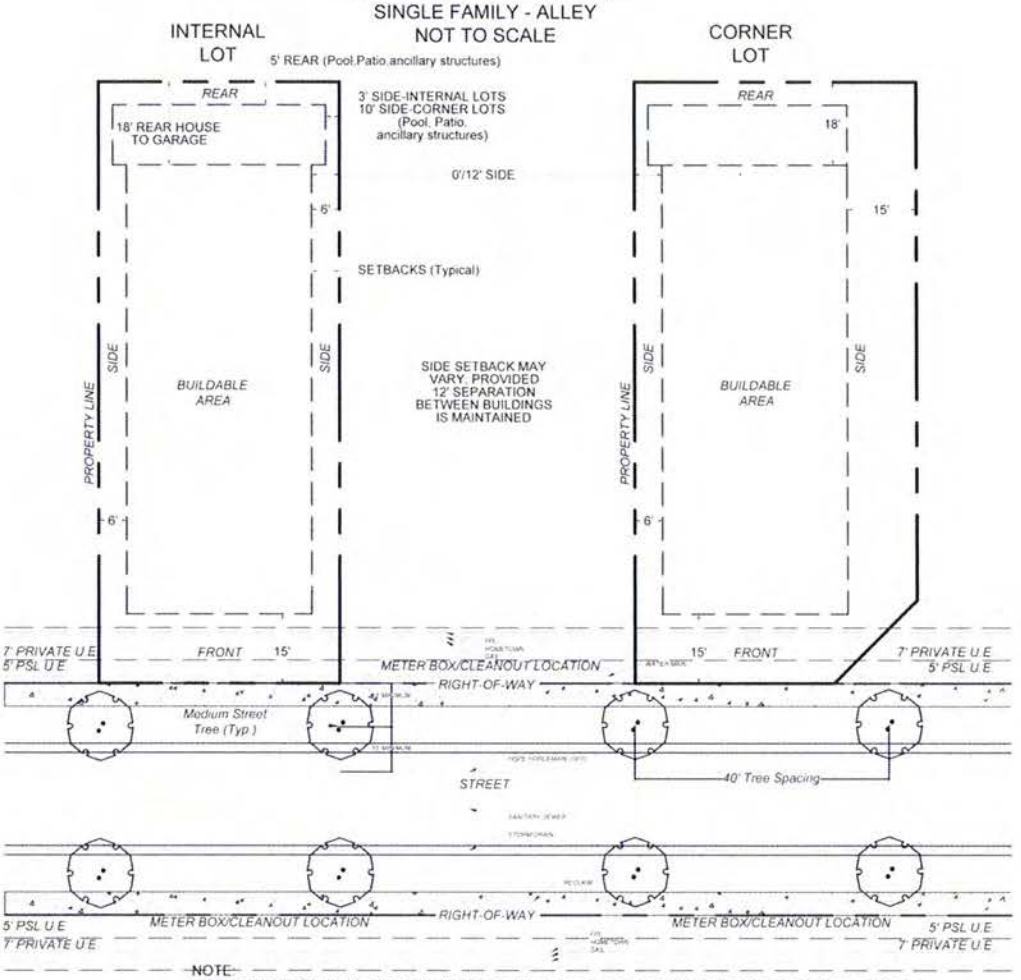
Del Webb

Project Team
Kimley »Horn

1 of 1

EXHIBIT 10B

SINGLE FAMILY - ALLEY
NOT TO SCALE



NOTE:

1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

Note: Alley Lots
Alley Lots shall have a side setback of 0/12'.
Alley Lots side setbacks vary provided a 12' separation between buildings
Side setbacks for corner lots adjacent to a street is 15'.
Side setbacks for corner lots adjacent to an alley is 5'.

TYPICAL LOT
(Single Family Detached Min. 35' Width x Min 100' Depth)

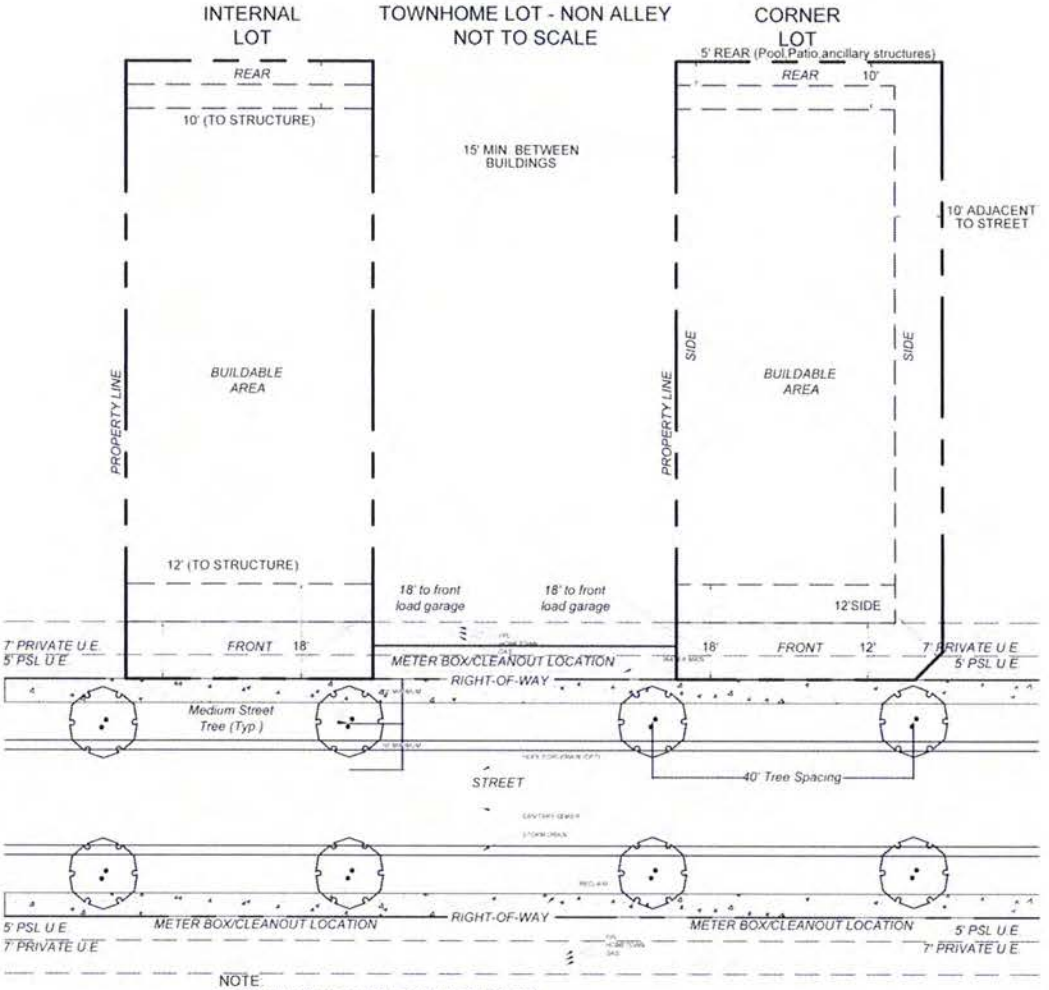
luedo & associates

Del Webb

Project Team
Kimley »Horn

1 of 1

EXHIBIT 10C



NOTE:
1. TOWNHOMES TO HAVE 0' SIDE SETBACKS.
2. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
3. 15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
4. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT MAXIMUM IMPERVIOUS SHALL BE 80%.
5. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

TYPICAL LOT
NON ALLEY LOT
(MIN. 18'-46' WIDTH X MIN. 70' DEPTH)
TOWNHOMES MAY BE DEVELOPED FROM A MIN. OF 3 UNITS TO A MAX OF 8 UNITS, IN A SINGLE BUILDING.

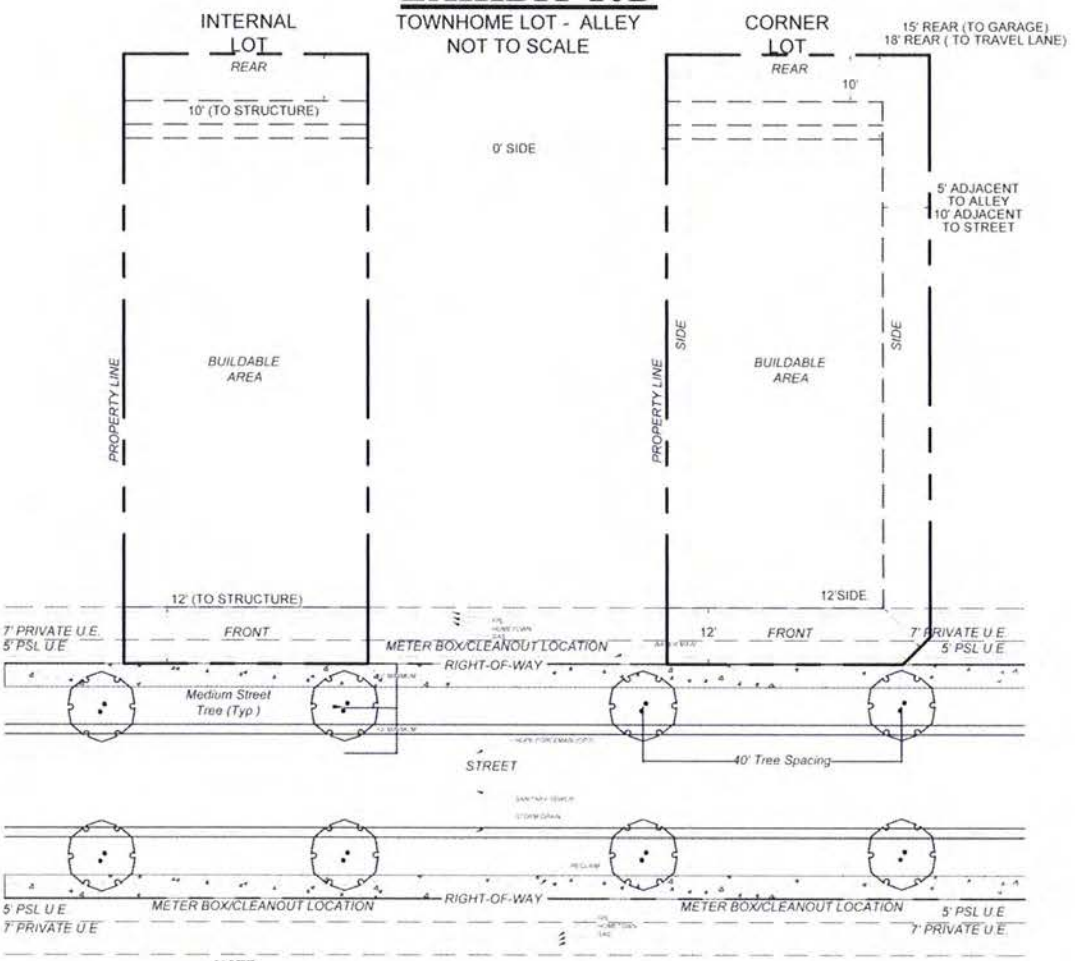
luciano & associates

Del Webb

Project Team
Kimley »Horn

1 of 1

EXHIBIT 10D



NOTE:
1. TOWNHOMES TO HAVE 0' SIDE SETBACKS.
2. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
3. 15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
4. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT MAXIMUM IMPERVIOUS SHALL BE 80%
5. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES

TYPICAL LOT
NON ALLEY LOT
(MIN. 18'-46' WIDTH X MIN. 70' DEPTH)
TOWNHOMES MAY BE DEVELOPED FROM A MIN. OF 3 UNITS TO A MAX OF 8 UNITS, IN A SINGLE BUILDING

lucido & associates

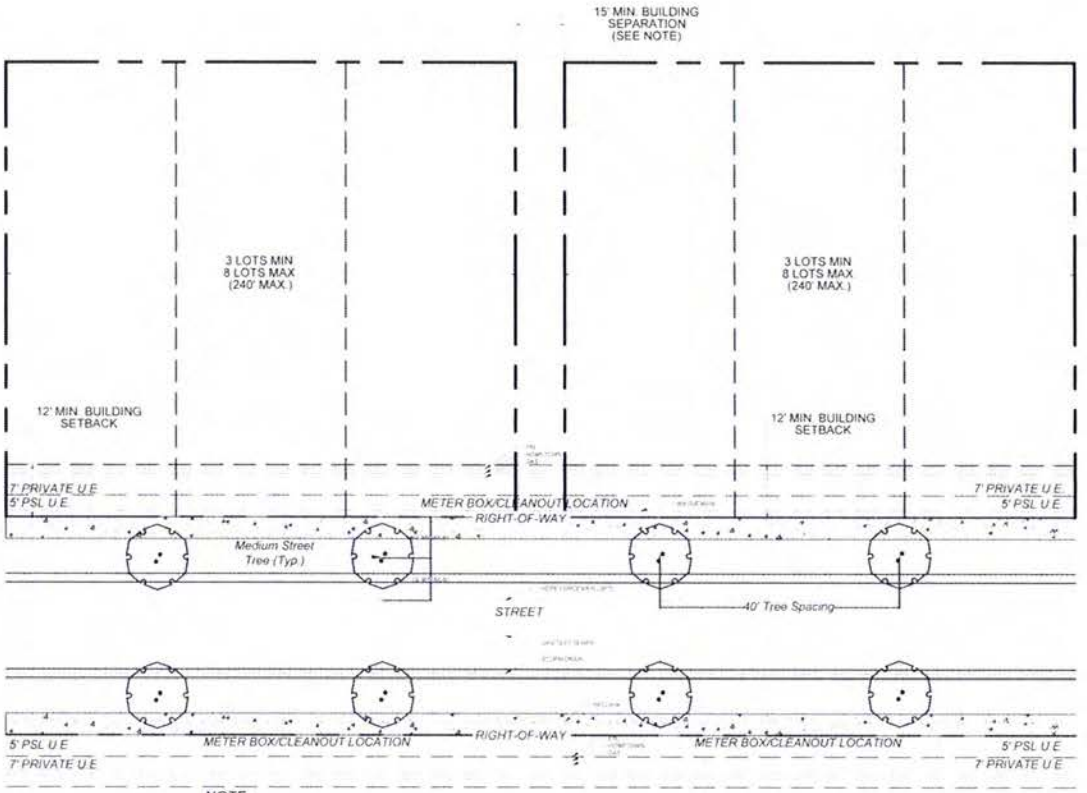
Del Webb

Project Team
Kimley »Horn

1 of 1

EXHIBIT 10E

TOWNHOME LOT
NOT TO SCALE



NOTE:
1. 15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES

TYPICAL BUILDING TOWNHOME LAYOUT

luciano & associates

Del Webb

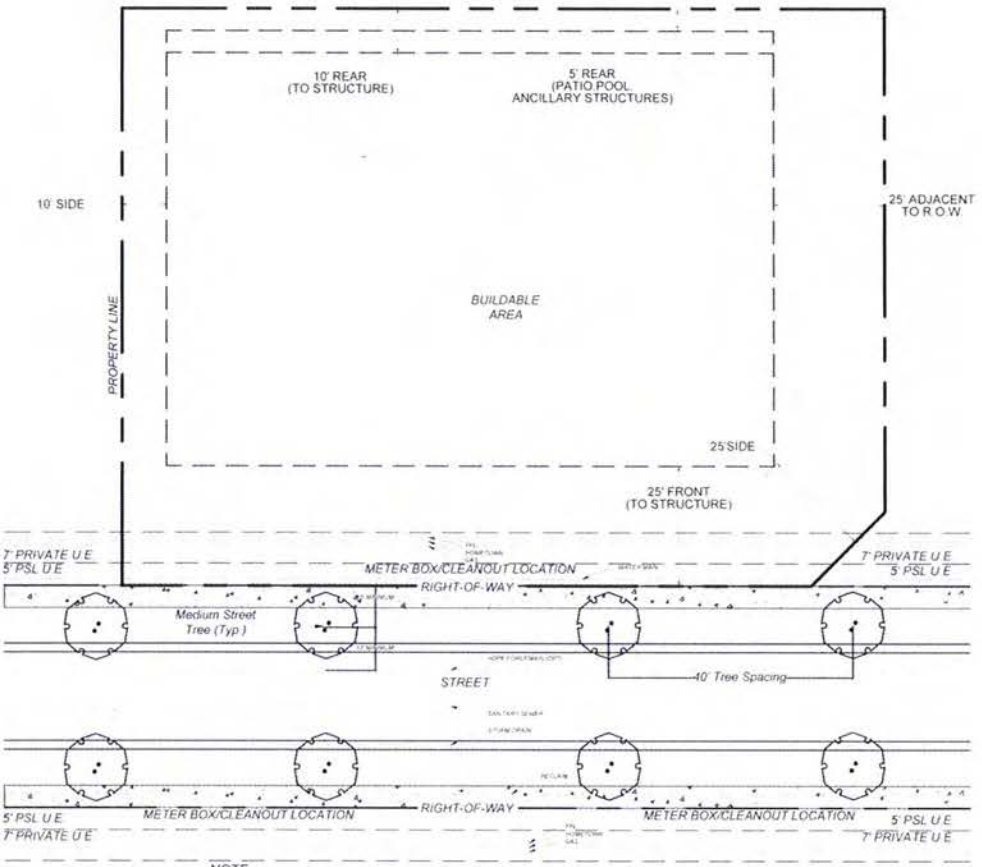
Project Team

Kimley »Horn

1 of 1

EXHIBIT 10F

MULTIFAMILY RESIDENTIAL
NOT TO SCALE



NOTE:
1. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 25'.
2. 20' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
3. WITHIN THE RESIDENTIAL AREA, BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT. MAXIMUM IMPERVIOUS SHALL BE 80%, AND MAXIMUM HEIGHT SHALL BE 65 FT.
4. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES

TYPICAL LOT
(MIN. LOT 30,000 SF., MIN. 15' WIDTH)

lucido & associates

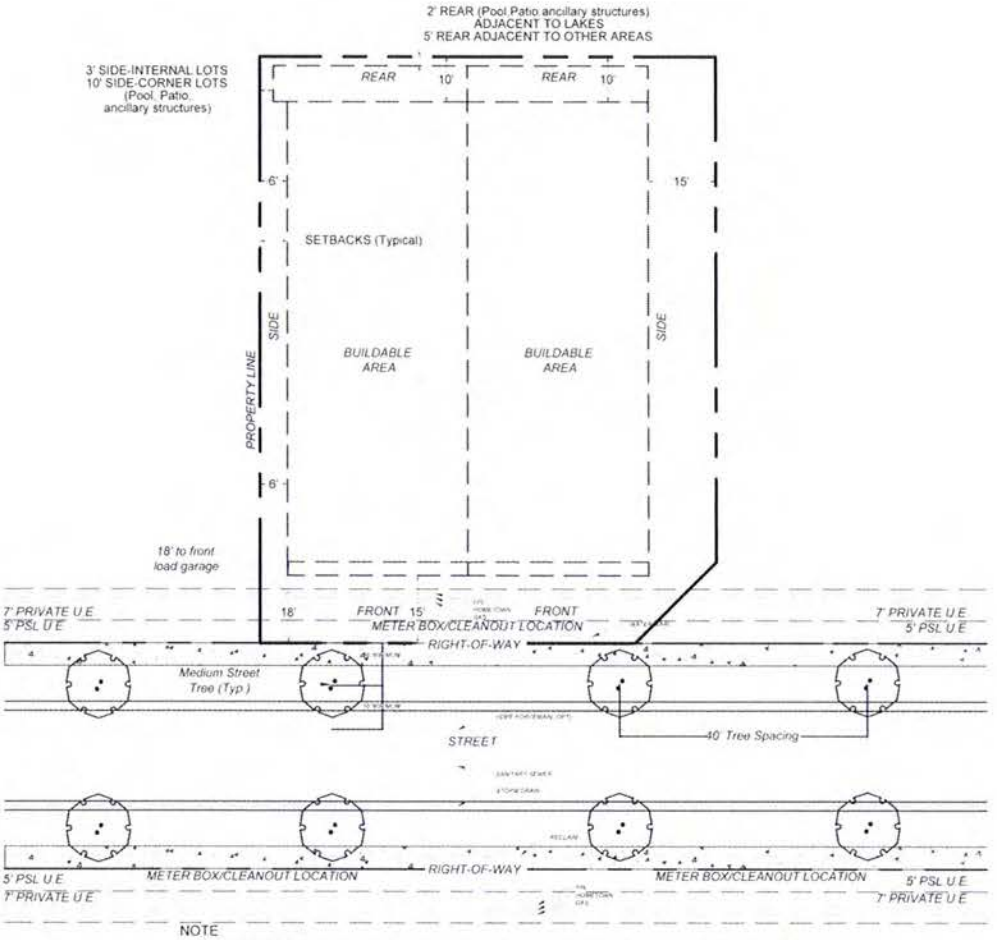
Del Webb

Project Team
Kimley»Horn

1 of 1

EXHIBIT 10G

SINGLE FAMILY(VILLA) - NON ALLEY
NOT TO SCALE



NOTE
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES
3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

TYPICAL LOT
(Single Family Villa Min. 35' Width x Min 100' Depth)

luedo & associates

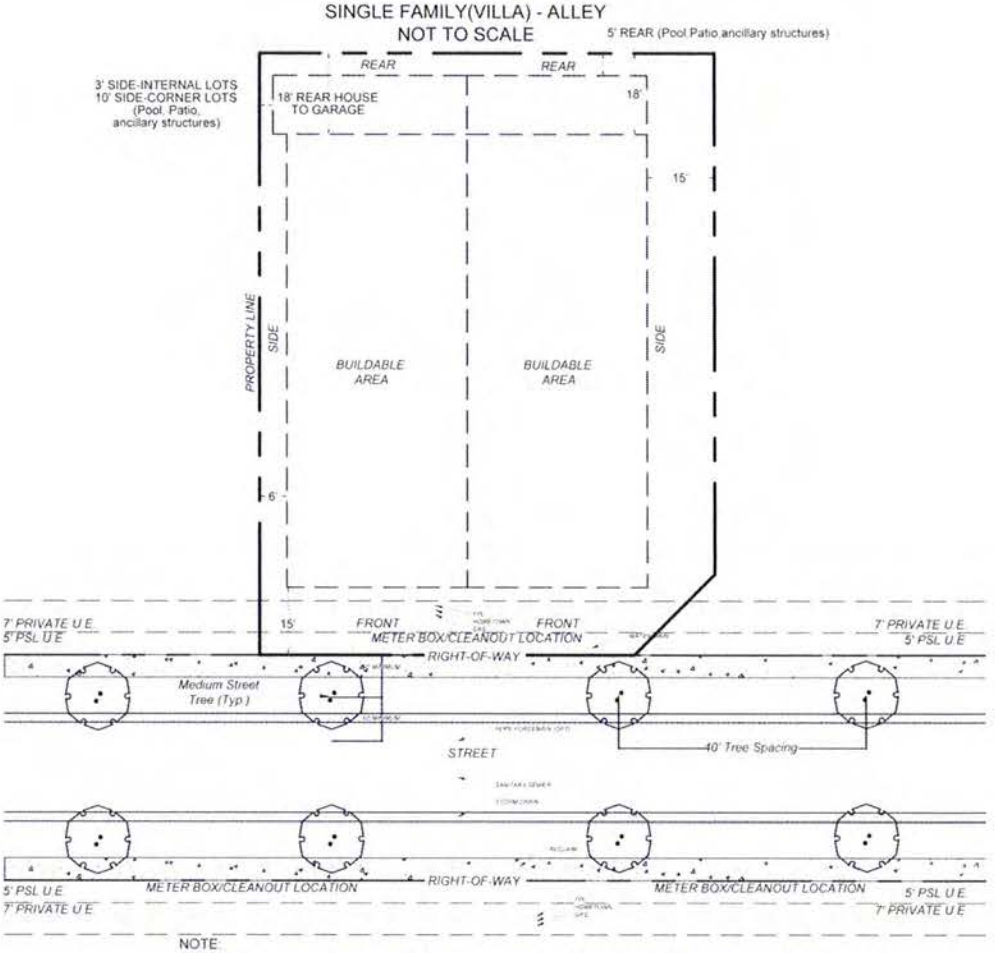
Del Webb

Project Team
Kimley »Horn

1 of 1

EXHIBIT 10H

SINGLE FAMILY(VILLA) - ALLEY
NOT TO SCALE



NOTE:
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
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3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

Note: Alley Lots
Alley Lots shall have a side setback of 0/12'.
Alley Lots side setbacks vary provided a 12' separation between buildings.

Side setbacks for corner lots adjacent to a street is 15'.
Side setbacks for corner lots adjacent to an alley is 5'.

TYPICAL LOT
(Single Family Villa Min. 35' Width x Min 100' Depth)

lucido & associates

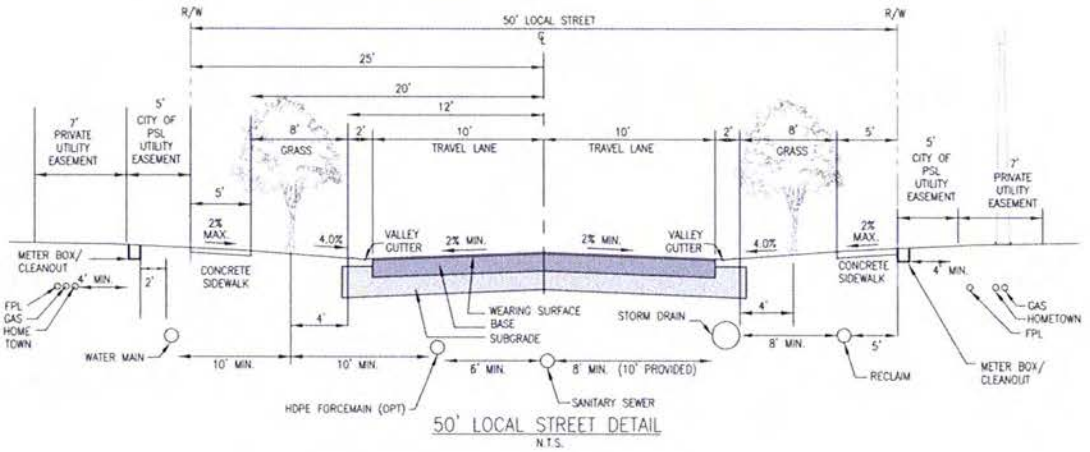
Del Webb

Project Team:
Kimley »Horn

1 of 1

EXHIBIT 10I

Road Section



lucido & associates

Del Webb

Road Section

Project Team

Kimley »Horn

1 of 1

EXHIBIT 11

BINDING M.P.U.D. AGREEMENT

DEL WEBB AT TRADITION

The property, described on exhibit "__" is under the unified control of the undersigned petitioner who agrees to (1) proceed with the proposed development according to the provisions of the Port St. Lucie M.P.U.D. Zoning Regulations; and (2) provide such agreements, contracts, deed restrictions and sureties as are acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall be responsible for the continuing operations and maintenance of such areas, functions, and facilities until such time as a private property owner association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title to the commitments herein this paragraph made.

IN WITNESS WHEREOFF, we have hereunto set our hands and seals this 24th day of May 2016.

WITNESS:

BY: Michell Beckmann

BY: James D. Fielden

TRADITION LAND COMPANY, LLC

BY: David C Feltman

David Feltman

(CORPORATE SEAL)

COUNCIL ITEM 10C
DATE 10/24/16

COUNCIL ITEM 8C
DATE 11/14/16

ORDINANCE 16-76

AN ORDINANCE AMENDING AND RESTATING IN THEIR ENTIRETY THE NON-EXCLUSIVE FRANCHISES GRANTED TO TRADITION IRRIGATION COMPANY, LLC, BY ORDINANCES 05-184 AND 08-38; GRANTING TO TRADITION IRRIGATION COMPANY, LLC, A NON-EXCLUSIVE FRANCHISE TO PROVIDE IRRIGATION QUALITY WATER IN THE DEVELOPMENTS KNOW AS TRADITION AND SOUTHERN GROVE; PROVIDING FOR MINIMAL INTERFERENCE WITH CITY ROADS AND FACILITIES; PROVIDING FOR LIMITATION OF LIABILITY AND INDEMNIFICATION OF THE CITY; PROVIDING FOR RELOCATION OF FACILITIES; APPROVING AN AMENDED AND RESTATED IRRIGATION FRANCHISE AGREEMENT; PROVIDING FOR ESTABLISHMENT OF RATES BY THE GRANTEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance 05-184, the City of Port St. Lucie ("City") granted to Tradition Irrigation Company, LLC, a Florida limited liability company ("Grantee") a non-exclusive irrigation franchise ("TWG Franchise") in accordance with an Irrigation Franchise Agreement respecting lands within the developments known as Tradition and Western Grove (as amended, the "Prior TWG Agreement"); and

WHEREAS, by Ordinance 08-38, the City granted to the Grantee a non-exclusive irrigation franchise ("SG Franchise") in accordance with an Irrigation Franchise Agreement respecting lands within the development known as Southern Grove (hereinafter, as amended, the "Prior SG Agreement"); and

WHEREAS, by Resolution 16R-24, adopted April 25, 2016, the City Council of the City revised the plan of development for the Western Grove Development of Regional Impact ("WGDRI") by, among other matters, transferring certain acreage from the Tradition Development of Regional Impact into the WGDRI; and

WHEREAS, the City and the Grantee desire to amend and restate in their entirety the Prior TWG Agreement and the Prior SG Agreement by (i) removing from the TWG Franchise area all lands within the WGDRI as reconfigured by Resolution 16R-24, (ii) restating the TWG and SG Franchises to encompass the area described in the Amended and Restated Irrigation Franchise Agreement [Tradition and Southern Grove], attached as Exhibit 1, as the combined "T&SG Franchise" area, and (iii) extending the term of the T&SG Franchise, all in the manner set forth in Exhibit 1;and

ORDINANCE 16-76

WHEREAS, the City Council held a public hearing on _____, 2016, to consider amending and restating the Prior TWG Agreement and the Prior SG Agreement, and granting to the Grantee a non-exclusive franchise to provide irrigation quality water in the developments know as Tradition and Southern Grove in the manner set forth in Exhibit 1, and advertising of the public hearing having been made;

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

Section 1. The non-exclusive rights, privileges, and franchises granted to the Grantee in accordance with the TWG and SG Franchises approved by the City in Ordinances 05-184 and 08-38 are hereby amended and restated in their entirety as set forth in the Amended and Restated Irrigation Franchise Agreement [Tradition and Southern Grove] attached as Exhibit 1 and by reference incorporated herein.

Section 2. There is hereby granted to the Grantee the non-exclusive right, privilege, and franchise to construct, maintain, and operate in, under, over, and across the present and future streets, alleys, bridges, easements, and other public places of the City located within the area described in Exhibit 1 for a period through and including December 31, 2047. Such T&SG Franchise is only for the purpose of providing irrigation water within the area described in Exhibit 1.

Section 3: As a condition precedent to the taking effect of this amended and restated grant, the Grantee shall have filed its acceptance hereof with the City Clerk within thirty (3) days of the effective date hereof.

Section 4: The facilities of the Grantee shall be located, relocated, serviced, and maintained as to interfere as little as possible with traffic over said streets, alleys, bridges, and public places; with the City's location, relocation, service, and maintenance of its utility and stormwater facilities; and with the maintenance of reasonable egress and ingress to abutting property. The location or relocation of the Grantee' facilities shall be made under the supervision of such representatives as the City may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a street is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in a condition as good as it was at the time of excavation.

Section 5: The City shall in no way be liable or responsible for any accident or injury or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the City and hold it harmless against any and all liability, loss, cost, damage, or expense that may accrue to the City by reason of the negligence, default, or misconduct of the Grantee in the construction, operation, or maintenance of its facilities hereunder.

Section 6: Any facility placed by the Grantee in, under, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the City that is found by the City to be unreasonably interfering with the convenient, safe, or continuous use, or the maintenance, improvement, extension, operation, or expansion of such present and future streets, alleys, bridges, easements, utilities, and other public places of the Grantor, or the maintenance, improvement, extension, operation, or expansion of such present and future streets, alleys, bridges, easements, utilities, and other public places of the City shall, upon thirty (30) days' written notice to the Grantee by the City be removed at the Grantee's own expense.

Section 7: The Amended and Restated Irrigation Franchise Agreement [Tradition and Southern Grove], attached as Exhibit 1 hereto, is hereby approved.

Section 8: The rates and charges for the Grantee's service shall be as charged by the Grantee from time to time, subject to any regulation of such rates as may be required by the Public Service Commission under applicable law.

Section 9: All ordinances in conflict with the provisions of this Ordinance or relating to the subject matter of this Ordinance, including but not limited to Ordinances 05-184 and 08-38, are hereby repealed, superseded, and replaced to the extent of such conflict.

Section 10: This ordinance shall become effective ten (10) days after its final adoption.

* * *

ORDINANCE 16-76

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____, 2016.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____
O. Reginald Osenton, City Attorney

ORDINANCE 16-76

<u>EXHIBIT 1</u>

AMENDED AND RESTATED IRRIGATION FRANCHISE AGREEMENT
[TRADITION AND SOUTHERN GROVE]

AMENDED AND RESTATED IRRIGATION FRANCHISE AGREEMENT
[TRADITION AND SOUTHERN GROVE]

THIS AMENDED AND RESTATED FRANCHISE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of Port St. Lucie, a Florida municipal corporation ("City"), and Tradition Irrigation Company, LLC, a Florida limited liability company ("Tradition Irrigation"),to amend and restate in their entirety:

(i) That certain Irrigation Franchise Agreement dated December 22, 2005 ("Original TWG Agreement"), between the City and Tradition Irrigation granted by City Ordinance 05-184, as amended by that certain First Amendment dated March 8, 2011 ("First TWG Amendment," and, together with the Original TWG Agreement, the "Prior TWG Agreement"), and

(ii) That certain Irrigation Franchise Agreement [Southern Grove], dated May 22, 2008 ("Original SG Agreement"), between the City and Tradition Irrigation granted by City Ordinance 08-38, as amended by that certain First Amendment dated March 8, 2011 ("First SG Amendment," and, together with the Original SG Agreement, the "Prior SG Agreement").

WHEREAS, pursuant to Section 9.09, Port St. Lucie City Charter, the City may, by ordinance, grant, renew, or extend a franchise; and

WHEREAS, by the Original TWG Agreement, the City granted to Tradition Irrigation a non-exclusive franchise ("TWG Franchise") for the provision of irrigation service in connection with the "Specified Property" (as defined in the Original TWG Agreement, consisting of lands within the developments known as Tradition and Western Grove) for a period of fifteen (15) years; and

WHEREAS, by the First TWG Amendment, the City and Tradition Irrigation agreed to extend the term of the TWG Franchise through and including December 31, 2030; and

WHEREAS, by the Original SG Agreement, the City granted to Tradition Irrigation a non-exclusive franchise ("SG Franchise") for the provision of irrigation service in connection with the "Specified Property" (as defined in the Original SG Agreement, consisting of lands within the development known as Southern Grove) for a period of fifteen (15) years from the effective date of Ordinance 08-38; and

WHEREAS, by the First SG Amendment, the City and Tradition Irrigation agreed to extend the term of the SG Franchise through and including December 31, 2030; and

WHEREAS, by Resolution 16R-24, adopted April 25, 2016, the City Council of the City revised the plan of development for the Western Grove Development of Regional Impact ("WGDRI") by, among other matters, transferring certain acreage from the Tradition Development of Regional Impact into the WGDRI; and

WHEREAS, the City and Tradition Irrigation desire to amend and restate in their entirety the Prior TWG Agreement and the Prior SG Agreement by (i) removing from the TWG Franchise area all lands within the WGDRI as reconfigured by Resolution 16R-24, (ii) restating the TWG and SG Franchises to encompass the area described in Composite Exhibit A ("Specified Property") as the combined "T&SG Franchise" area, and (iii) extending the term of the T&SG Franchise, all in the manner set forth in this Agreement.

1. Recitals. The above referenced recitals are true and correct and incorporated herein by reference.

2. Franchises Amended and Restated. This Agreement constitutes the amendment and restatement of the non-exclusive TWG and SG Franchises for irrigation purposes granted by the City to Tradition Irrigation, which franchises are hereby revised (a) to remove from the TWG Franchise all lands within the WGDRI as reconfigured by Resolution 16R-24, (b) to restate the TWG and SG Franchises to encompass the area described in Composite Exhibit A as the combined T&SG Franchise area, and (c) to extend the term of the T&SG Franchise as set forth in Paragraph 3 below. Tradition Irrigation is hereby granted a non-exclusive franchise to provide irrigation service within so much of the Specified Property as it may elect to service from time to time.

3. Term. The term of this amended and restated franchise shall be through and including December 31, 2047, as such date may be extended by agreement of the parties during the term hereof, and the rates and charges for service shall be as charged by Tradition Irrigation from time to time, subject to any regulation of such rates as may be required by the Public Service Commission under applicable law.

4. Franchise Fee. In consideration for the amendment and restatement of the TWG and SG Franchises and grant of the T&SG Franchise as provided in this Agreement, commencing on the effective date of Ordinance 16-76_____ (as referenced in Paragraphs 21 and 22 below), Tradition Irrigation agrees to pay a franchise fee to the City in the amount equal to six percent (6%) of the gross receipts paid by users to Tradition Irrigation for irrigation water usage service within the Specified Property. Said gross receipts shall exclude any hook-up charges, capacity reservation fees, and connection charges collected. Such franchise fee shall be calculated quarterly and paid on or before the twenty-fifth (25th) day of (i) April for the first quarter

(January-March), (ii) July for the second quarter (April-June), (iii) October for the third quarter (July-September), and (iv) January for the 4th quarter (October-December). The franchise fee shall be based on funds actually collected (excluding taxes) by Tradition Irrigation and/or paid to Tradition Irrigation in the preceding quarter by users for irrigation water usage service within the Specific Property.

5. Reuse Water. Tradition Irrigation and the City agree that reuse water will be considered available to Tradition Irrigation when the City's reuse water is available for withdrawal from the southern end of the interconnected lake system (to be constructed by others) that will be located on the Tradition Regional Park site, provided that all easements and other rights have been granted or conveyed to Tradition Irrigation by the City as necessary to install and operate required pumping and distribution facilities, as shown on Exhibit B attached hereto. Within twelve (12) months after written notice that the City has reuse water available, Tradition Irrigation agrees to apply for and execute a Reuse Service Agreement/Permit to Connect for a minimum of 1 million gallons per day, pay all associated fees, and accept such reuse water. Tradition Irrigation acknowledges that it will provide and shall be responsible for all reuse storage and distribution facilities (except the on-site lake storage to be located on the Tradition Regional Park site) within the franchise service area as permitted by the South Florida Water Management District.

6. Wells. Tradition Irrigation shall use (i) reuse water, (ii) surface water, or (iii) groundwater in that order of priority as its source of irrigation water. Tradition Irrigation reserves the right to drill groundwater wells for irrigation use, provided that reuse water is not available and it receives appropriate permits from the South Florida Water Management District and written approval from the City, which approval shall not be unreasonably withheld.

7. Miscellaneous. (a) Tradition Irrigation agrees to be an active member of the Sunshine State One-Call of Florida, Inc., program under Chapter 556, Florida Statutes, which program provides for members to locate their underground facilities when notified in advance of planned excavations or demolitions, during the term of this Agreement. (b) Tradition Irrigation agrees to promptly repair any damage to its facilities located on City property, provided the City shall repair any damage that the City causes to Tradition Irrigation's property. (c) Tradition Irrigation acknowledges and agrees that it will obtain a permit from the City for work conducted by Tradition Irrigation within City owned property. (d) Tradition Irrigation acknowledges and agrees that facilities constructed by Tradition Irrigation on property owned by the City shall be subject to the City's reasonable specifications. (e) The City acknowledges and agrees that it shall pay for irrigation water provided by Tradition Irrigation to City property at the usual and customary rate charged to other Tradition Irrigation customers.

8. Financial Statement. Within one hundred twenty (120) days of the end of Tradition Irrigation's fiscal year, Tradition Irrigation shall provide to the City Tradition Irrigation's annual financial statements included in the audit performed for Tradition Irrigation's parent company, which audit includes Tradition Irrigation. Alternatively, Tradition Irrigation may provide to the City such other financial information for Tradition Irrigation that the City agrees provides evidence of the proper calculation of the franchise fee provided for in Paragraph 4 above.

9. Notice. Every notice, demand, consent, approval, or other document or instrument required or permitted to be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the following address (or such other address as the party may designate from time to time in writing):

CITY:	With a copy to:
City Manager 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984	City Attorney 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984
TRADITION IRRIGATION:	With a copy to:
Tradition Irrigation Company, LLC Attention: Wesley S. McCurry _____ _____ _____	_____ _____ _____ _____ _____

10. Default. In the event that Tradition Irrigation defaults under this Agreement by failing to pay any fee required by this Agreement within thirty (30) days after receipt of written notice by the City of Tradition Irrigation's failure to pay said fee, then the City may schedule a hearing before the City Council to consider revocation of the TWG and SG Franchises amended and restated and granted as the T&SG Franchise by Ordinance 16-_____.

11. Successors and Assigns. This Agreement shall be binding upon the parties and any written assignee of Tradition Irrigation. In the event of the assignment of all or part of Tradition Irrigation's obligations under this Agreement, Tradition Irrigation shall notify the City in writing within thirty (30) days of such assignment. Upon an assignment of this Agreement and the assumption of Tradition Irrigation's obligations by said Assignee, the Assignor/Grantor shall be deemed released from all rights, obligations, and liabilities hereunder, and the Assign-

ee/Grantee shall be deemed to have assumed all rights, obligations, and liabilities of the Assignor/Grantor hereunder.

12. Entire Agreement. This Agreement contains and sets forth all the promises, covenants, agreements, conditions, and understandings between the parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior negotiations and agreements relating to such subject matter, including but not limited to the Prior TWG Agreement and the Prior SG Agreement.

13. Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired and each remaining provision shall remain in full force and effect.

14. Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

15. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation between the parties related to this Agreement shall be St. Lucie County, Florida.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be, and shall be taken to be, an original, and all collectively deemed one instrument.

17. Electronic Mail; Facsimile Transmission. Electronically mailed and telephonically transmitted facsimile copies of this Agreement, and any signatures thereon, shall be considered for all purposes as originals.

18. Attorney's Fees. In the event it shall be necessary for any party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement, the prevailing party shall be entitled to recover from the other, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fees (including attorney's fees and fees and costs of appeals) as fixed by a court of competence jurisdiction.

19. Amendments. This Agreement shall not be changed, modified, or amended except by an instrument in writing and executed by the parties.

20. Entire Agreement; Severability. This Agreement constitutes the entire agreement and understanding between the parties, and if any provision hereof is held to be invalid, the remaining provisions shall not be affected or impaired.

21. Ordinance. This Agreement is subject to Ordinance 16-_____ amending and restating the TWG and SG Franchises and granting the T&SG Franchise pursuant to Section 9.09, Charter of the City of Port St. Lucie.

22. Date of Agreement. This Agreement shall be dated as of the effective date of Ordinance 16-_____.

[Remainder of page intentionally left blank]

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:

_____

Karen A. Phillips, City Clerk

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____

_____, City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

_____

City Attorney

TRADITION IRRIGATION COMPANY, LLC
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

WITNESSES:

_____

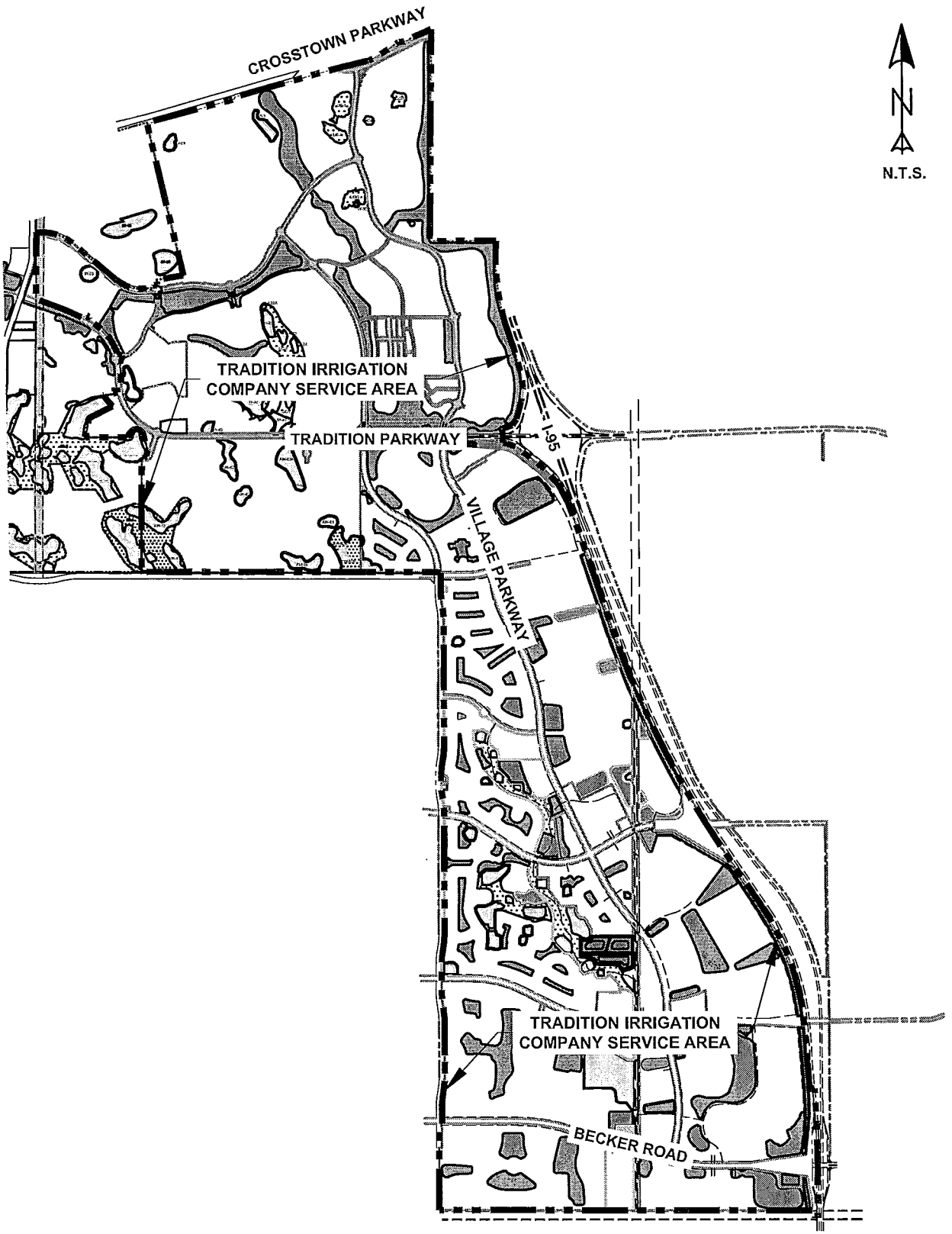
Print Name: _____

_____

Print Name: _____

EXHIBIT A

T&SG FRANCHISE AREA—SPECIFIED PROPERTY



16-245

1 OF 1

R.J. KENNEDY, P.E. (DATE)
#56218
1934 TUCKER COURT
FORT PIERCE, FL 34950
☎ 772-462-2455

TRADITION IRRIGATION COMPANY

"SERVICE AREA"

EXHIBIT A

PORT ST. LUCIE FLORIDA

DATE	REVISION COMMENTS

ENGINEERS & SURVEYORS

www.edc-inc.com

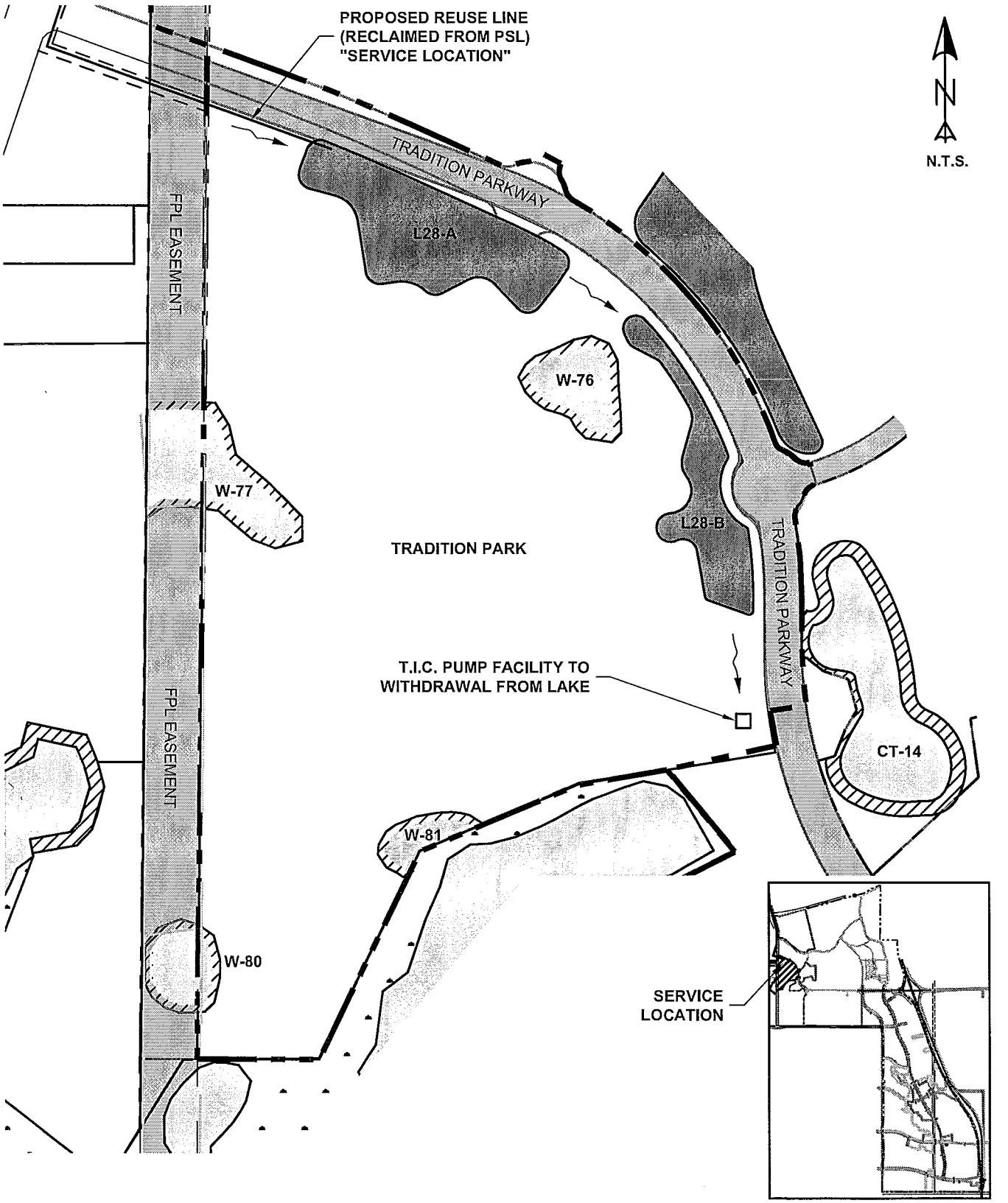
FORT PIERCE OFFICE
1934 TUCKER COURT
FORT PIERCE, FL 34950
☎ 772-462-2455

PORT SAINT LUCIE OFFICE
409 NW PRIMA VISTA BLVD.
PORT SAINT LUCIE, FL 34983
☎ 772-340-1990

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

EXHIBIT B

FUTURE LOCATION OF REUSE WATER WITHDRAWAL FACILITIES



OVERALL SERVICE AREA MAP

16-245	R.J. KENNEDY, P.E. (DATE) #56218 1934 TUCKER COURT FORT PIERCE, FL 34950 ☎ 772-462-2455	TRADITION IRRIGATION COMPANY "SERVICE LOCATION" EXHIBIT B PORT ST. LUCIE FLORIDA	ENGINEERS & SURVEYORS www.edc-inc.com FORT PIERCE OFFICE 1934 TUCKER COURT FORT PIERCE, FL 34950 ☎ 772-462-2455 PORT SAINT LUCIE OFFICE 489 NW PRIMA VISTA BLVD. PORT SAINT LUCIE, FL 34953 ☎ 772-340-4990 F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935 L.B. CERTIFICATE OF AUTHORIZATION 8696
1 OF 1			

DATE REVISION COMMENTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager
Jesus Merejo, Interim Assistant City Manager – Utility Systems Director

FROM: O. Reginald Osenton, Esq., City Attorney

Agenda Item: Ordinance: 16-76 Amending and Restating in their entirety the non-exclusive franchises granted to Tradition Irrigation Company

Submittal Date: 10/18/2016

STRATEGIC PLAN LINK: Principal 1 – Tradition; Goal 3 – Balanced and Responsible Sustainable Growth, Objective 4. Continue the development of Tradition Master Planned Community.

BACKGROUND: With the adoption of Ordinance 05-184 on January 9, 2006, the City granted Tradition Irrigation Company, LLC a 15-year non-exclusive franchise to provide irrigation quality water within the development known as Tradition. While the document's title did not specifically call out Western Grove, the legal description for that agreement included the area that is known as Western Grove. The agreement was subsequently amended on March 8, 2011 in order to extend the term of the agreement through and including December 31, 2030. Pursuant to the adoption of Ordinance 08-38 and then City Council's approval of the an Irrigation Franchise Agreement (Southern Grove), the Tradition Irrigation Company, LLC was granted a non-exclusive franchise to provide irrigation services to the area known as Southern Grove.

ANALYSIS: Attached hereto please find the proposed Amended and Restated Irrigation Franchise Agreement (Tradition and Southern Grove) and related Ordinance 16-76, pursuant to which the City of Port St. Lucie will grant a non-exclusive irrigation franchise to Tradition Irrigation Company, LLC for irrigation service only to Tradition and Southern Grove. They will no longer have the franchise rights to provide irrigation service to Western Grove.

The term for the existing First Amendment to Irrigation Franchise Agreement was through and including December 31, 2030. The subject Amended and Restated

Irrigation Franchise Agreement, "shall be through and including December 31, 2047" and may be extended by agreement of the parties. Tradition Irrigation Company requested the extended timeframe to help secure their ability to acquire funding for future capital improvement projects.

This Agreement is very similar to the previous franchise agreements; however, it clearly defines when Tradition Irrigation Company, LLC will be required to, "apply for and execute a Reuse Service Agreement/Permit to Connect for a minimum of 1 million gallons per day" of City generated reuse water, pay all associated fees, and accept City reuse.

The City and the WCI begun discussions related to irrigation services for Western Grove. It is anticipated they will enter into an agreement with the City for the provision of City reclaimed quality (reuse) irrigation water to the Western Grove development.

FINANCIAL INFORMATION: Tradition Irrigation Company, LLC will continue to pay the City 6% of the gross receipts paid by users of Tradition Irrigation Company's services.

LEGAL INFORMATION: This agreement and ordinance were reviewed and approved as to sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: It is respectfully requested that the City Council adopt Ordinance #16-76.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance #16-76 and Amended and Restated Irrigation Franchise Agreement (Tradition and Southern Grove)

*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
OCT 19 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10D
DATE 10/24/16

COUNCIL ITEM 8D
DATE 11/14/16

ORDINANCE 16-77

AN ORDINANCE PROVIDING FOR THE FIRST AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR TORINO LAKES PUD (P16-097) LOCATED ON THE WEST SIDE OF EAST TORINO PARKWAY AND SOUTH OF CONLEY DRIVE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance 05-02, the City of Port St. Lucie City Council rezoned to PUD and approved a Planned Unit Development Document and Conceptual Development Plan for Torino Lakes fka Crescent Trace (P03-299), and

WHEREAS, the proposed changes to the Planned Unit Development Document and Conceptual Development Plan are consistent with Sections 158.170, et seq., Port St. Lucie City Code; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the 6th day of August, 2016 to consider the PUD amendment application, notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on the 14th day of November, 2016, to consider the PUD amendment application, advertising of the public hearing having been made.

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

Section 1. That the Planned Unit Development Document and Conceptual Development Plan for Torino Lakes fka Crescent Trace (P03-299), as approved by Ordinance 05-02 City of Port St. Lucie, is amended as reflected in the Planned Unit Development Document labeled Exhibit "A" and attached hereto.

ORDINANCE 16-77

Section 2. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE

BY: _____

Gregory J. Oravec, Mayor

ATTEST:

_____

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____

O. Reginald Osenton, City Attorney

Patti Tobin

Subject: FW: Torino Lakes PUD , P16-097

From: Greg Oravec
Sent: Tuesday, September 13, 2016 10:07 AM
To: Patti Tobin <PTobin@cityofpsl.com>
Cc: Jeffrey Bremer <jbremer@cityofpsl.com>; Daniel Holbrook <DHolbrook@cityofpsl.com>; Justin Council <jcouncil@cityofpsl.com>
Subject: FW: Torino Lakes PUD , P16-097

Patti,

Could we meet on this proposed legislation?

Thank you,

Greg

Gregory J. Oravec
Mayor

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St Lucie Florida, 34984
772-871-5159 – Office
772-871-7382 – Fax

From: beuteld [mailto:beuteld@bellsouth.net]
Sent: Tuesday, September 13, 2016 10:05 AM
To: Greg Oravec <Mayor@cityofpsl.com>; Linda Bartz <district1@cityofpsl.com>; Michelle Berger <District2@cityofpsl.com>; Shannon Martin <District3@cityofpsl.com>; Ron Bowen <District4@cityofpsl.com>; district5@cityofpsl.com; beuteld@bellsouth.net
Subject: Torino Lakes PUD , P16-097

Good morning everyone:

As you know, I am a volunteer on the Planning and Zoning Board for our City of Port Saint Lucie. Last week during our meeting, a request for approval of Torino Lakes PUD, P16-097 came before the board. Looking at the conceptual plan to discover that they did not plan for sidewalks in such a dense community was a large concern. The neighborhood will hold multi-family homes with families of all ages including school children. The only bus stop is planned for the front of the neighborhood. Understanding that they will have lower speeds posted throughout the neighborhood still isn't enough to deviate from the cities plan to have sidewalks throughout the City of Port Saint Lucie. This plan was developed back in 2006 and is coming back to us 10 years later.

I suggested that it was to be approved with the condition that they amend the plans with sidewalks but received no support. Would you kindly take this information into consideration when it comes before the council for final approval.

Thank you.

Deborah Beutel

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

TO: **PLANNING AND ZONING BOARD-MEETING OF SEPTEMBER 6, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **TORINO LAKES PUD AND CONCEPT PLAN, AMENDMENT NO. 1**
PUD AMENDMENT APPLICATION
PROJECT NO. P16-097

DATE: **AUGUST 26, 2016**

PROPOSED USE: This is an amendment to Ordinance 05-02 for Torino Lakes PUD (fka Crescent Trace) and the concept plan which consists of a total of 148 Multi-Family residential units, a clubhouse with swimming pool and commercial buildings. The proposed amendment includes changes to the conceptual plan with new design and layout of the buildings, and minor changes to the PUD document and changes the ROI (Residence/Office/Institutional) portion of the site to CG (General Commercial).

HISTORY AND RELATED PROJECTS: Per Ordinance 05-02 the original Torino Lakes PUD (fka Crescent Trace) and the concept plan were approved for 148 townhomes, and commercial uses with recreation areas, lakes, etc. On August 9, 2010, the City Council approved the Site Plan (P07-098) for Torino Lakes for 148 town homes. Per Senate Bill 2156, Section 494, the applicant applied for an extension of the expiration date of the project and was extended and the site plan is still valid.

Per Resolution 10-R14, a boundary plat for Torino Lakes was approved. Per Resolution 10-R55, the preliminary plat for the townhomes was approved by the City Council. A final plat was never approved or recorded.

Per Ordinance 16-52, a Comprehensive Plan Amendment (P16-072) was approved by the City Council on August 8, 2016 to change approximately 1.19 acres from a future land use designation of RM (Medium Density Residential) and ROI (Residential/Office/Institutional) to CG (General Commercial). The applicant has applied for a preliminary and final plat (P16-098) to subdivide the Torino Lakes Plat into 148 residential lots, two commercial tracts (Tract CG-1 and CG-2), a storm water tract and a

recreation tract and is under review. The conceptual site plan shows two access via one primary access point and one secondary access point off of East Torino Parkway. Two right and left turn lanes from East Torino Parkway into the site have been provided at each access point. The proposed changes of the PUD document are shown in the attached Exhibit A with additions shown as underlined and deletions as ~~strikethrough.~~ The amended concept plan is shown as Exhibit B.

APPLICANT: Rich Lundy-Rich Properties FL.

OWNER: Rich Lundy-Rich Properties FL.

LOCATION: The property is located on the west side of East Torino Parkway and south of Conley Drive.

LEGAL DESCRIPTION: The legal description is Torino Lakes Plat

SIZE: 16.96 acres.

EXISTING ZONING: Torino Lakes PUD (Planned Unit Development).

EXISTING USE: Vacant

FUTURE LAND USE: RM (Medium Density Residential) and CG (General Commercial)

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	ROI	I	Vacant property
S	U & RL	RS-2	C-104 Canal & houses
E	OSC & RL	RS-2	Open space & houses
W	OSC	RS-2	Vacant property

IMPACTS AND FINDINGS:

Land Use Consistency: This PUD amendment is consistent with the direction and policies of the Comprehensive Plan. Policy 1.1.4.10 RM (Medium Density Residential) permits a maximum density of 11 dwelling units per acre. The project's projected gross density is 10.39 dwelling units per acre.

Sewer/Water Service: The City of Port St. Lucie will provide water and sewer service.

Transportation: The approval of the original PUD was based on a traffic study that determined that the project would generate approximately 1,650 average daily trips. It was determined that this would not have an adverse effect on the adjacent roadway

(East Torino Parkway). Per the concept plan, the site will have vehicle access via one primary access point and one secondary access point off of East Torino Parkway. Two right and left turn lanes from East Torino Parkway into the site have been provided at each access point. Also, the concept plan shows a 6' sidewalk along one side of each access drive from the common areas connecting East Torino Parkway and a 5' mulch path on the property's perimeter.

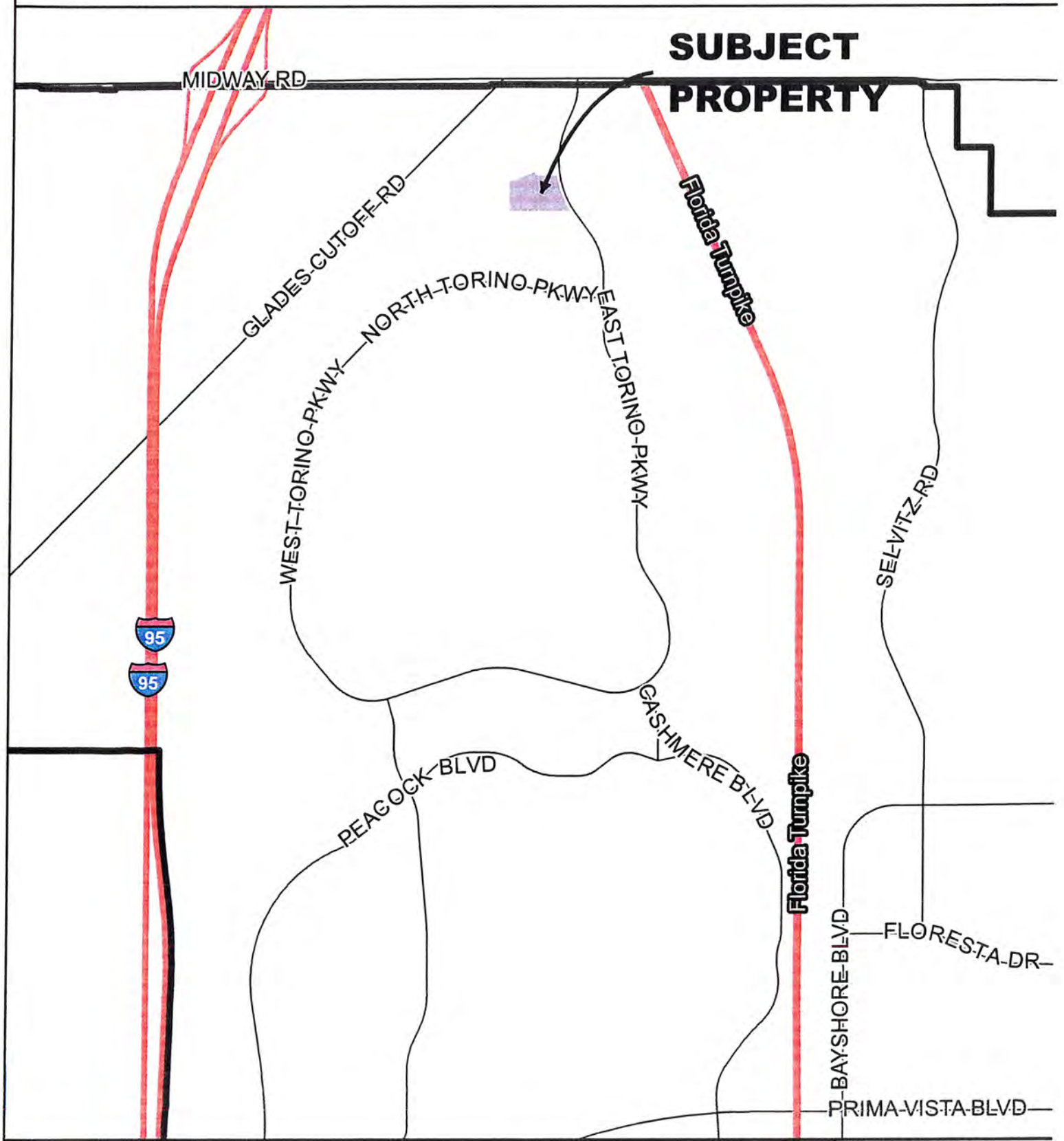
Parks/Open Space: The level of service for parks is measured and planned in conjunction with population growth on an annual basis. At the time the PUD was originally approved, there was adequate parklands available to meet this required level of service. The amended PUD shows 815 square feet of open area per dwelling unit and 15 feet of upland in the perimeter/boundary of the subdivision is preserved as shown on the concept plan. Total open area is approximately 7.45 acres. Since this amendment does not change the approved number of dwelling units, adequate parkland and open space is still being met.

Environmental: The environmental aspects of the property were addressed with the site plan approval (P07-098). Gopher tortoises may be present on site and a full survey of the subject property will be required prior to the clearing of the property.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval. The Site Plan Review Committee unanimously approved this Torino Lakes PUD Amendment No. 1 on July 13, 2016.

GENERAL LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

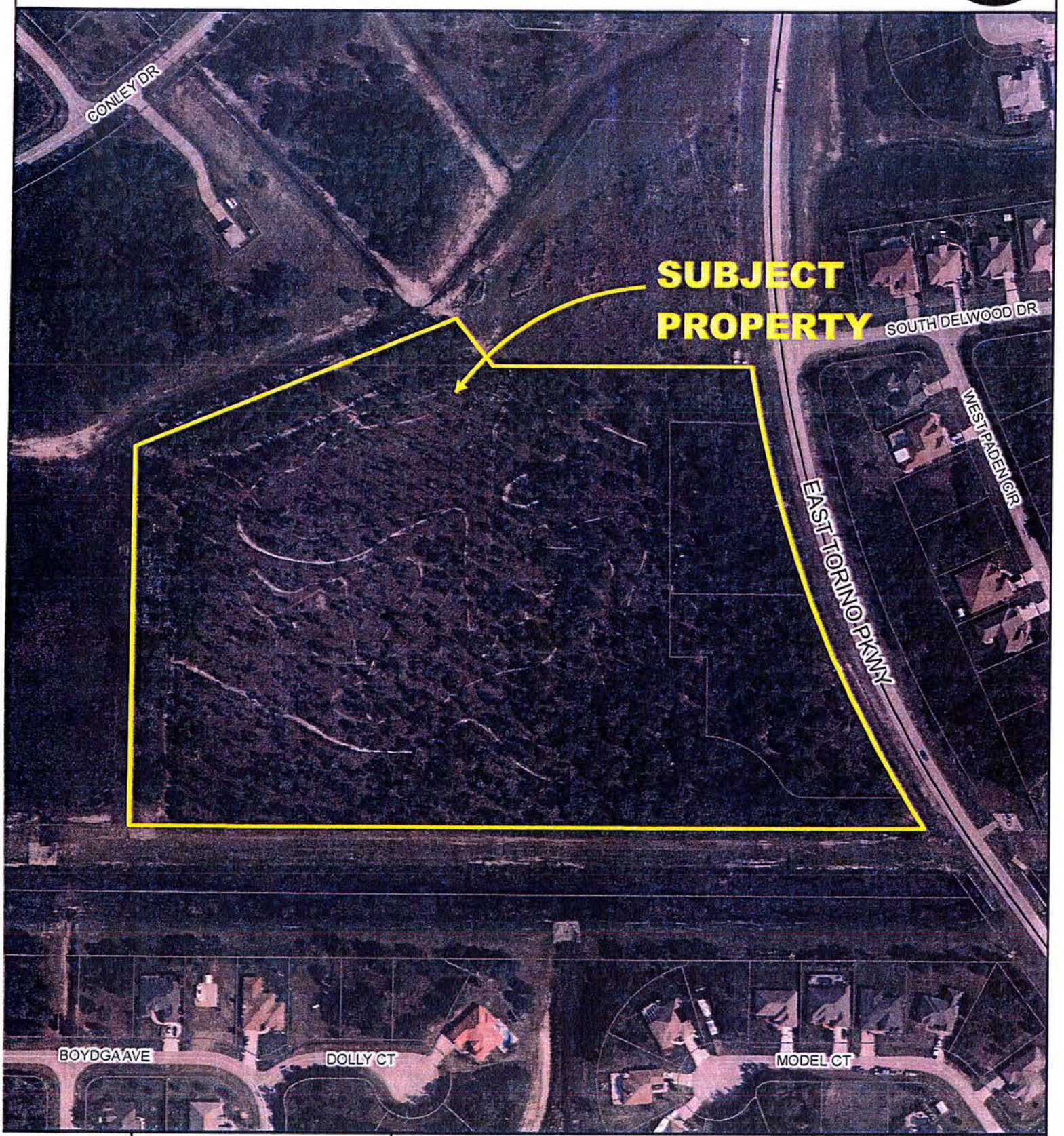
PUD AMENDMENT NO. 1

TORINO LAKES

SECTION 47, PORTION OF TRACT 'D'

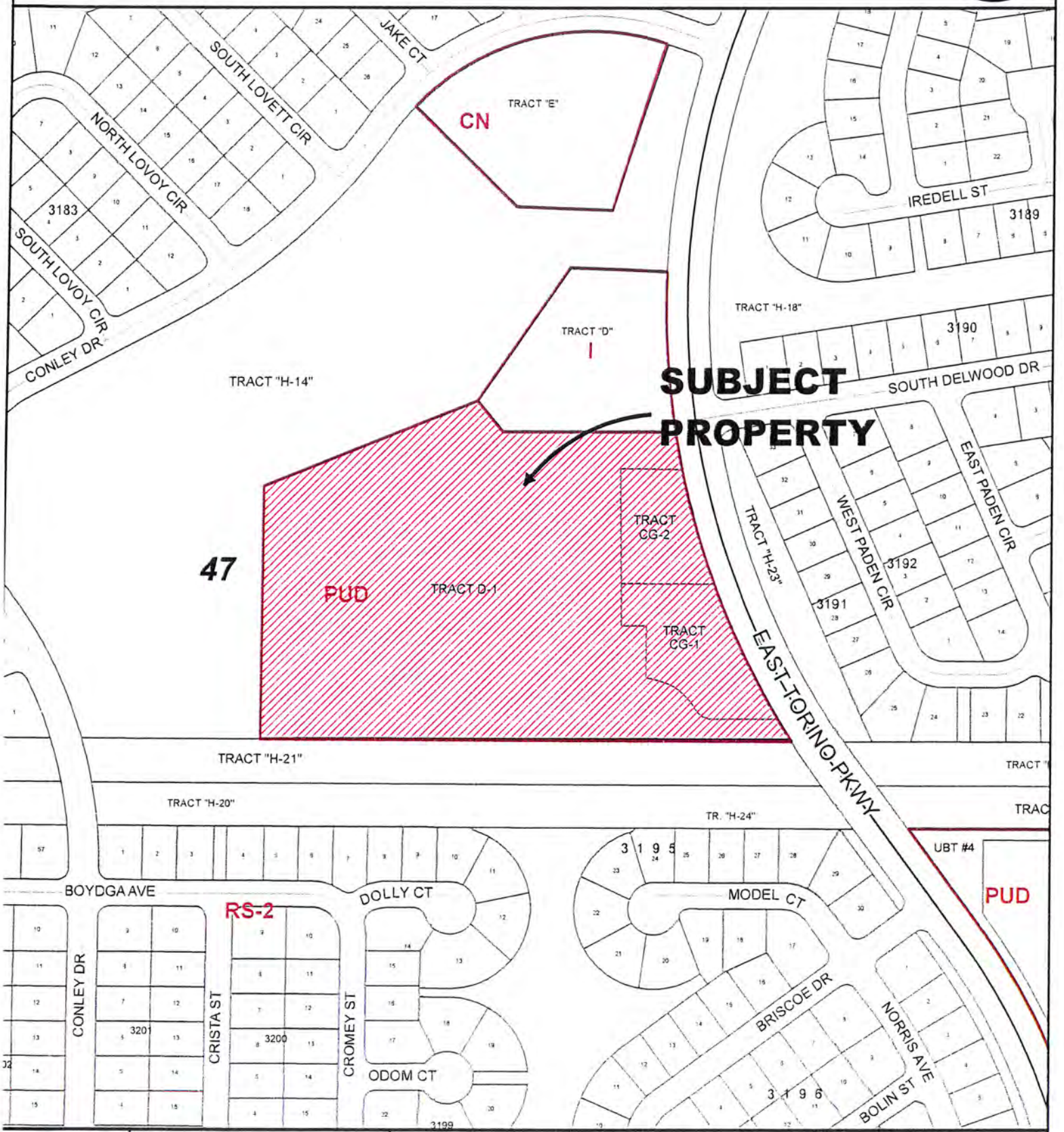
DATE:	7/5/2016
APPLICATION NUMBER:	P16-097
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



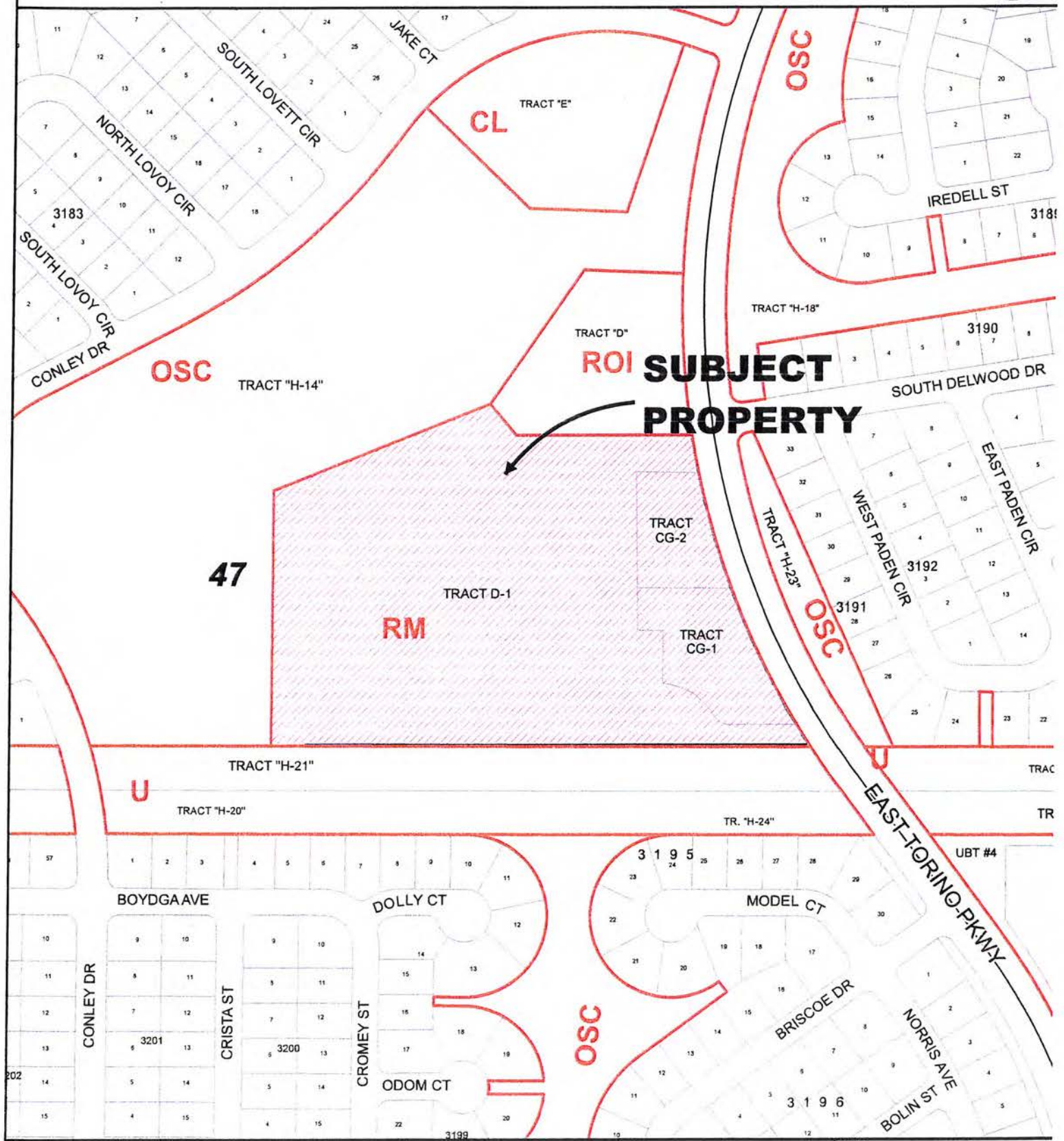
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT NO. 1 TORINO LAKES SECTION 47, PORTION OF TRACT 'D' AERIAL DATE 2014	DATE: 7/5/2016 APPLICATION NUMBER: P16-097 USER: patricias SCALE: 1 in = 200 ft	

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT NO. 1 TORINO LAKES SECTION 47, PORTION OF TRACT 'D'	DATE: 7/5/2016 APPLICATION NUMBER: P16-097 USER: patricias SCALE: 1 in = 300 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

PUD AMENDMENT NO. 1

TORINO LAKES

SECTION 47, PORTION OF TRACT 'D'

DATE:	7/5/2016
APPLICATION NUMBER:	P16-097
USER:	patricias
SCALE:	1 in = 300 ft

PUD AMENDMENT APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772)871-5212 FAX:(772)871-5124

FOR OFFICE USE ONLY

Planning Dept. P16-097
Fee (Nonrefundable)$ 2,319.20
Receipt # 98323

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: rlundy@richpropertiesfl.com

PROPERTY OWNER:

Name: Rich Torino, LLC

Address: 998 SE Town Place Blvd., Port St. Lucie, FL 34952

Telephone No. (772) 446-7344 FAX No. (772) 446-7628

AGENT OF OWNER (if any)

Name: Richard Lundy - Rich Properties FL

Address: 998 SE Town Place Blvd., Port St. Lucie, FL 34952

Telephone No. (772) 446-7344 FAX No. (772) 446-7628

RECEIVED
JUN 15 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PROPERTY INFORMATION

Legal Description: See Attached Legal Description
(Include Plat Book and Page)

Parcel I.D. Number: 3301-703-0003-000-2, 3301-0001-000-8, 3301-703-0002-000-5

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: RM / CG Acreage of Property: 16.96

Reason for amendment request:

PUD Amendment request proposed to facilitate current development approach which seeks to bring the project in compliance with current development standards and regulatory requirements.

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).

2) All proposed additions must be underlined and deleted text must have a ~~strikethrough~~.

3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

Signature of Owner	R. LUNDY Hand Print Name	6/15/16 Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

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

Rich Torino, LLC
998 SE Town Place Blvd
Port St. Lucie, FL 34952
PH: 772-446-7344 FX: 772-446-7628

September 14, 2015

Re: Rich Torino, LLC
dba Torino Lakes
998 SE Town Place Blvd
Port St. Lucie, FL 34952

To Whom it May Concern:

As owner of the above referenced property, I hereby designate Mr. Richard C. Lundy as Owner's Agent for the purpose of all permitting, re-zoning and construction.

Should you have any questions, please contact this office.

Sincerely,

Jerome L. Rich
Managing Member

State of Florida
County of St. Lucie

Subscribed and sworn to before me this 14th day of September, 2015.

Signature of Notary Public
Commissioned State of Florida

MEGAN M. JOHNSON
MY COMMISSION # EE 855576
EXPIRES: December 2, 2016
Bonded Thru Notary Public Underwriters

Notary Stamp

Exhibit "A"

Legal Description

Tract D, Port St. Lucie, Section Forty-Seven, according to the map or plat thereof, as recorded in Plat Book 16, Page 40, 40A through 40L, of the Public Records of St. Lucie County, Florida, LESS AND EXCEPTING THE FOLLOWING: Beginning at the Northeast corner of said Tract D, said point also being on the Westerly Right-of-Way line of East Torino Parkway shown on said plat of Port St. Lucie, Section Forty-Seven; thence North 87°54'54" West, along the North line of said Tract D, for 225 feet; thence South 34°52'49" West along the Northwesterly line of said Tract D for 370.06 feet; thence South 39°12'30" East for 92.55 feet; thence due East for 401.20 feet to a point on the Westerly Right-of-Way line of said East Torino Parkway, said point also being a point on the arc of a circular curve to the right having a radial bearing of North 80°40'26" East, a radius of 1,850.00 feet and a central angle of 11°24'40"; thence Northerly along the arc of said curve and along the Westerly Right-of-Way line of said East Torino Parkway, for 368.44 feet to the Point of Beginning. NOW DESCRIBED AS FOLLOWS: All of Torino Lakes, according to the map or plat thereof, as recorded in Plat Book 63, Page 22, of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3301-703-0003-000/2

COPY

COPY

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4024053 OR BOOK 3[illegible] P. 1727, Recorded 12/18/[illegible]4 at 11:55 A
Doc Tax: $2800.00

Prepared by: K&L Gates LLP (W. Harris)
214 North Tryon Street, 47th Floor
Charlotte, NC 28202

COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the _____ day of December, 2014, by **REDUS FLORIDA LAND, LLC**, a Delaware limited liability company, hereinafter called the "Grantor", to **RICH TORINO, LLC**, a Florida limited liability company, whose address is 998 SE Town Place Blvd., Port St. Lucie, Florida 34952, hereinafter called the "Grantee."

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain sell, alien, remise, release, convey and confirm unto Grantee, its legal representatives and assigns, all that certain real property situate in St. Lucie County, Florida, as described on Exhibit "A" attached hereto:

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

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

And the Grantor hereby covenants with Grantee that, except as set forth below, Grantor is lawfully seized of said property in fee simple; that the Grantor has good right and lawful authority to sell and convey said property; that said property is free from all encumbrances; that Grantee shall have peacable and quiet possession thereof; and that Grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This conveyance is subject to (i) zoning and building ordinances and land use regulations applicable to the property, (ii) such state of facts as are shown on any survey or as would be disclosed by an accurate survey of the property, (iii) the lien of taxes and assessments not yet due and payable, and (iv) all easements, restrictions and conditions of record.

COPY

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered in the presence of:

Name Printed: SARAH WICKER

Name Printed: Kimberly Vizzini-Strickland

REDUS FLORIDA LAND, LLC, a Delaware limited liability company

By: REDUS Properties, Inc., a Delaware corporation, its sole member and manager

By: Carray Young

Name: Carray Young

Title: Assistant Vice President

STATE OF Florida }

}

COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 15th day of December 2014 by Carray Young, the AVP of REDUS Properties, Inc., a Delaware corporation, the sole member and manager of REDUS Florida Land, LLC, a Delaware limited liability company, on behalf of the company.

KIMBERLY VIZZINI-STRICKLAND
MY COMMISSION #FF078274
EXPIRES March 30, 2018
(407) 398-0153 FloridaNotaryService.com

(Print Name:

NOTARY PUBLIC

State of _____ at Large

Commission # _____

My Commission Expires: _____

Personally known: X

Or Produce ID: ___

(check one of the above)

Type of Identification Produced:

_____

COPY

CH-3240012 v1

Exhibit "A"

Legal Description

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Parcel Identification Number: 3301-703-0003-000/2

COPY

COPY

EXHIBIT A

Torino Lakes

(fka Crescent Trace)

Prepared for
Rich Torino, LLC

PUD Document

CoPSL Approved 1-10-2005
Ordinance # 05-02

1st Amendment
June 15, 2016 (revised)
August 15, 2016 (revised)

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C. Homeowner's Association

IV. Vehicle Access

V. Utilities

VI. Signage

VII. On-Site Lighting

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IX. Landscape Design Standards

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XII. Phasing Schedule

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F. Homeowner's Covenants & Restrictions

G. City Memorandum(s)

~~CRESCENT TRACE~~ TORINO LAKES
PUD DEVELOPMENT STANDARDS

I. General Theme and Uses

The ~~Crescent trace~~ Torino Lakes PUD is a planned, mixed use development consisting of Residential and Commercial ~~and institutional~~ uses with recreation areas, drainage system(s) (including lakes), private roads and public utilities ~~needed to serve~~ required to serve the project. Portions of the infrastructure, such as but not limited to drainage and roads, may be shared among the residential and commercial ~~and institutional~~ areas of the project.

The Residential portion of the community consists of a maximum of 148 attached townhouse units with private garages on approximately ~~14.38~~ 14.24 acres. The townhouse units are intended to be sold to individual owners and/or utilized as rental units and will provide an alternative housing opportunity for the area.

~~The ROI portion of the site is 1.04 acres and is intended to primarily for office and institutional uses. No residential uses will be permitted in the ROI portion.~~

The General Commercial portion(s) of the site ~~is~~ are ~~1.53~~ 1.65 acres and 1.07 acres, for a total of 2.72 acres, and is intended ~~primarily for light retail and office~~ to provide commercial uses to the community and the surrounding neighborhood. No residential uses will be permitted within the commercial zoning area.

II. Implementation

A detailed site plan, landscape plan and Engineering Plan, in conformance with the requirements established herein shall be submitted for review and approval prior to construction of any portion of the project. A subdivision plat shall be submitted for review and approval in accordance with Chapter 156 of the City's Land Development Regulations, prior to conveyance of any individual lot to a third party other than a government entity.

III. Design Standards

A. Residential:

The following design criteria established the minimum standards for use in the design and construction of the townhouse project.

1. The maximum height of the townhouse units shall be 35 feet.

2. The minimum gross lot area shall be ~~twenty thousand (20,000)~~ two thousand (2,000) square feet and the minimum gross lot width shall be ~~one hundred (100)~~ twenty-one (21) feet. Each townhouse dwelling unit shall have a minimum area of one thousand nine hundred (1,900) square feet of ~~usable floor space~~ living area and a minimum width of twenty-one (21) feet.

3. Each townhouse dwelling unit shall have a front yard with a minimum width of twenty (20) feet and a rear yard with a minimum depth of ~~fourteen (14)~~ fifteen (15) feet. Screened enclosures shall be set back a minimum of ~~ten (10)~~ eight (8) feet from the rear property lot line. See Exhibit A.

4. No less than ~~three (3)~~ four (4) townhouse buildings and no more than ~~eight (8)~~ six (6) townhouse dwellings shall be ~~contiguous~~ attached. No more than two (2) contiguous townhouse buildings shall be built in a row with a common front building line, and the minimum difference in building line setback to provide variation shall be five (5) feet. No contiguous group of dwellings shall exceed ~~two hundred forty (240)~~ one hundred forty (140) feet in length.

5. No portion of a townhouse or accessory structure, like screened porch, in or related to one (1) group of contiguous townhouses shall be closer than twenty (20) feet to any portion of a townhouse or accessory structure related to another group, or shall be closer than twenty (20) feet to a property line adjoining the side yard of an adjacent lot not included within the PUD. ~~A side yard having a minimum depth of twenty (20) feet shall be provided between the side of any townhouse dwelling and a public street or right-of-way.~~

6. The minimum ~~right of way~~ road width for all private roads within the PUD shall be ~~forty-four (44)~~ twenty-six (26) feet.

7. The building setback from private roads within the PUD shall be a minimum of ~~ten (10)~~ twenty (20) feet.

8. The building setback from the adjacent non-residential parcels within the PUD shall be a minimum of ~~five (5)~~ twenty (20) feet.

9. ~~Townhouse~~ The development shall have a total common open area suitably developed for passive and active recreation purposes equal to a minimum of ~~five hundred (500)~~ eight hundred and fifteen (815) square feet of open area per dwelling unit. Satisfactory provision for the development and perpetual maintenance of the open area shall be submitted to and approved by the Planning and Zoning Board.

10. ~~A site plan showing all proposed development shall be submitted to the site plan review committee in accordance with the provisions of sections 158.235 through 158.245~~. A six (6) feet tall buffer wall on the southern property line (adjacent to the existing canal), outside of the fifteen (15) foot minimum upland buffer will not be required.

11. Before the building official shall be authorized to issue a building permit for construction, a subdivision plat complying with all requirements of this chapter and all appropriate requirements of the subdivision regulations of the City shall have been approved by the City Council and recorded within the records of the County.

B. ~~ROI and General Commercial~~: Commercial General:

The design criteria for the ~~ROI and~~ General Commercial portions of the PUD shall be as set forth in Section 158.124 of the City's Land Development Regulations except that a ~~twenty-five foot (25')~~ twenty (20) foot landscaped buffer shall be required adjacent to the residential portion of the PUD. Per section 154.03 of the City's LDR, a six (6) feet tall, fully opaque architectural wall shall be required adjacent to the residential portion of the PUD. The Commercial General tracts will be responsible for the maintenance of the landscape buffer and wall.

C. ~~Property Owner's Association~~ Homeowner's Association:

A ~~Property Owner's~~ Homeowner's Association will be established for the Residential portion of the PUD to provide for the maintenance of the common areas, pursuant to a Declaration of Covenants and Restrictions (copy attached) that will be recorded prior to conveyance of any individual townhouse units. ~~and prior to conveyance of any non-residential portion of the project to anyone except a governmental entity.~~

IV. Vehicular Access

The site will have vehicle access via one primary access point and ~~one~~ another secondary access point off East Torino Parkway. Right and left turn lanes from East Torino Parkway into the site shall be provided at each access point, provided that such lanes can be permitted through the appropriate agencies. On 11/13/2006, City Council waived the policy requiring two connection points for this development. Subsequently, The Planning & Zoning Department placed a condition on the adjacent property on the north side (church property), requiring upon development of said church property, that both parties must provide an access point opposite Delwood Avenue to the East (see attachments). This action led to the approval the Crescent Trace (aka Torino Lakes) site plan with the currently design connection points.

V. Utilities

All utilities, including telephone, television cable, and electrical systems, shall be installed underground. Appurtenances to these systems that require above-ground installation are exempted from this requirement. Off-site primary facilities providing services to the site of the PUD are exempted from the requirements of underground installation and screening.

The PUD will be supplied with water and wastewater services by the City of Port. St. Lucie Utility Systems Department and will abide by and comply with all applicable City ordinances, policies, specifications, and regulatory agencies governing such service. No landscape shall be planted within any PSLU easements.

~~Crescent Trace~~ Torino Lakes acknowledges that the City may require reuse water to be utilized for irrigation, equal to the amount of wastewater generated by the PUD, upon availability to the site. Absent from any requirement of reuse water, the irrigation system(s) may be supplied by an irrigation well provided any applicable permit(s) are obtained.

VI. Signage

Signs will conform to the applicable provisions of the Sign Code, Chapter 155 of the City's Land Development Regulations.

VII. On-Site Lighting

Lighting within the PUD will be designed to avoid glare on adjacent residential properties. Lighting shall conform to the requirements set forth in Section 158.221 of the City's Land Development Regulations. Only LED type street lighting shall be utilized within the development.

Pedestrian Systems

Pedestrian systems shall be comprised of a ~~continuous 5' sidewalk along one side of the internal road network with points of connection to East Torino Parkway at both the primary and secondary vehicle access points.~~ combination of 6' sidewalks along one side of each access drive from the common areas with points of connection to East Torino Parkway and a 5' mulch path on the property's perimeter.

VIII. Parking and Vehicle Storage

Each townhouse unit shall have one garage space and a minimum of one (1) ~~two~~ exterior surface parking spaces. No recreational vehicle, mobile home, boat or travel trailer shall be parked or stored on the PUD property ~~for a period in excess of 48 hours during any calendar month,~~ unless stored in a garage, completely out of view. An additional twenty-six (26) parking spaces are provided for guest parking.

IX. Landscape Design Standards

~~Landscaping shall comply with Sections 153.03, 153.04, 153.10 and 153.11 of the City's Land Development Regulations.~~ All landscaping shall comply with Sections 156.119, 156.120, and 156.121 of the City's Land Development Regulations, except where the PUD Document sets forth requirements that are inconsistent with such regulations, then the requirements of the PUD shall prevail.

X. Drainage

A. A lake drainage system for the entire PUD will be provided on the property to allow safe and efficient drainage and will provide aesthetically pleasing water features to the community. The ~~Property Owner's~~ Homeowner's Associations will be responsible for maintenance of the on-site drainage system within the Residential Tract. The Commercial Tracts will be responsible for all drainage system(s) located within their respective tracts, including the conveyance piping systems located on the Residential Tracts and PUD common areas that service any portion of the Commercial Tract(s).

XI. Recreation

Recreation areas totaling approximately ~~1.69~~ 2.75 acres will be provided for the use of the residents in the Residential portion of the PUD.

XII. Phasing Schedule

The PUD will be constructed in three phases:

A. Phase 1 shall consist of the internal roads, connecting both points of access to East Torino Parkway, drainage, 148 townhouse units, and the recreation areas.

B. Phase 2 shall consist of ~~the commercial areas~~ Commercial General – Tract 1.

C. Phase 3 shall consist of ~~the institutional/office area~~ Commercial General – Tract 2.

XIII. Uses

A. Residential ~~Area~~: All permitted uses in the RM-11 zoning district are permitted in the residential portion of the PUD except family day care homes and except as prohibited below. Special exception uses of the RM-11 zoning district are not permitted. Accessory uses as set forth in Section 158.217 of the City's Land Development Regulations are permitted provided they meet the requirements otherwise set forth herein.

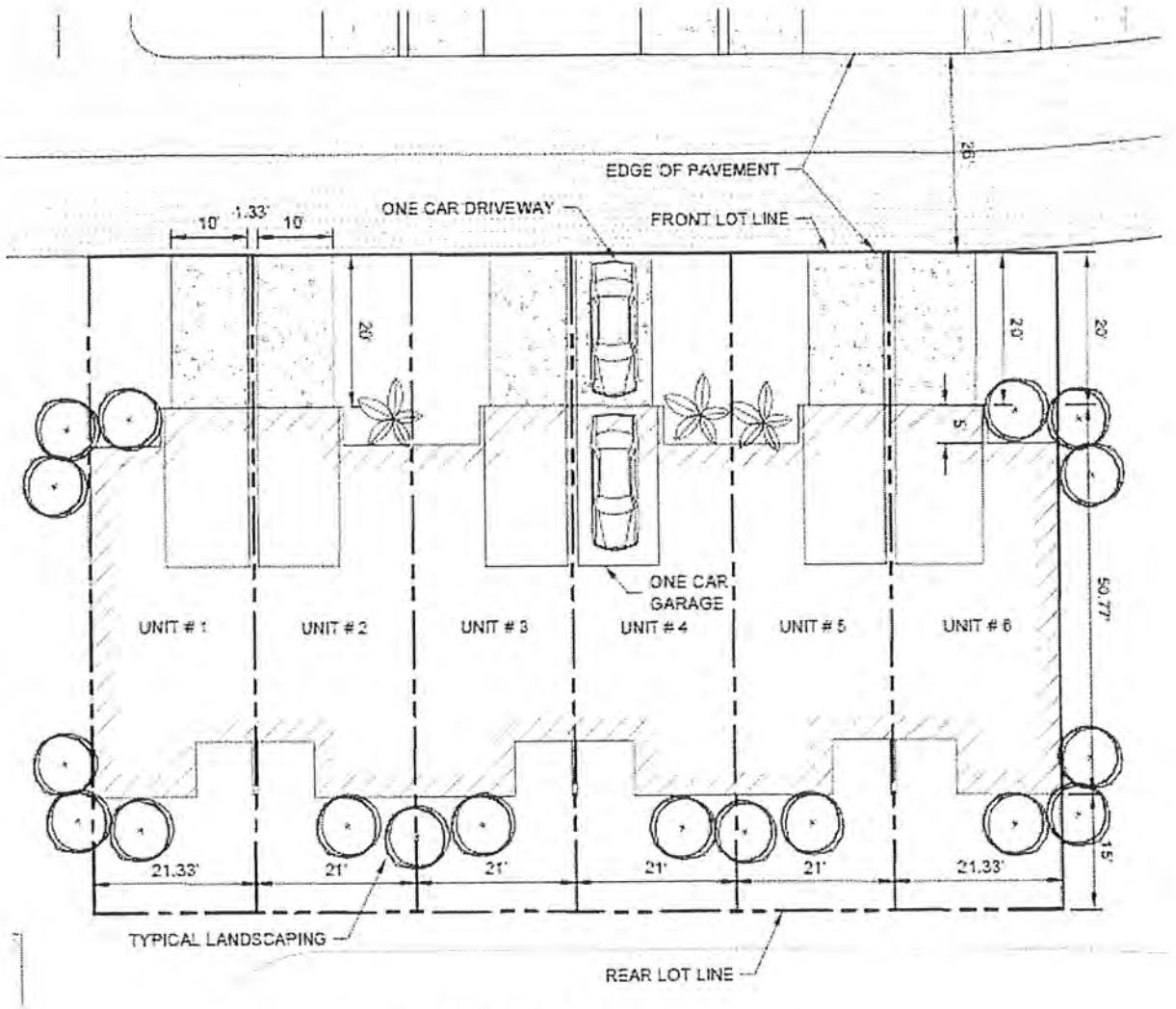
~~ROI Area: Residential uses are prohibited in the ROI area. All permitted, special exception and accessory uses set forth in Section 158.110 of the City's Land Development Regulations are permitted except as prohibited below.~~

B. Commercial General Area: All permitted and special exception uses, including drive-thru service ~~lanes~~, retail sales of alcoholic beverages for incidental on and off premises consumption in accordance with City's LDR Section 110, and accessory uses set forth in Section 158.124 of the City's Land Development Regulations are permitted except as prohibited below.

C. Prohibited Uses: The following uses are prohibited anywhere within the PUD: adult entertainment establishments as defined in Chapter 113 of the City's Land Development Regulations, family day care homes, junkyards, salvage yards, recycling centers, kennels, mobile home parks, recreational vehicle parks, pawn shops, ~~convenience stores~~ tattoo parlors, gas stations, community residential home / group home, and auto repair shops or garages.

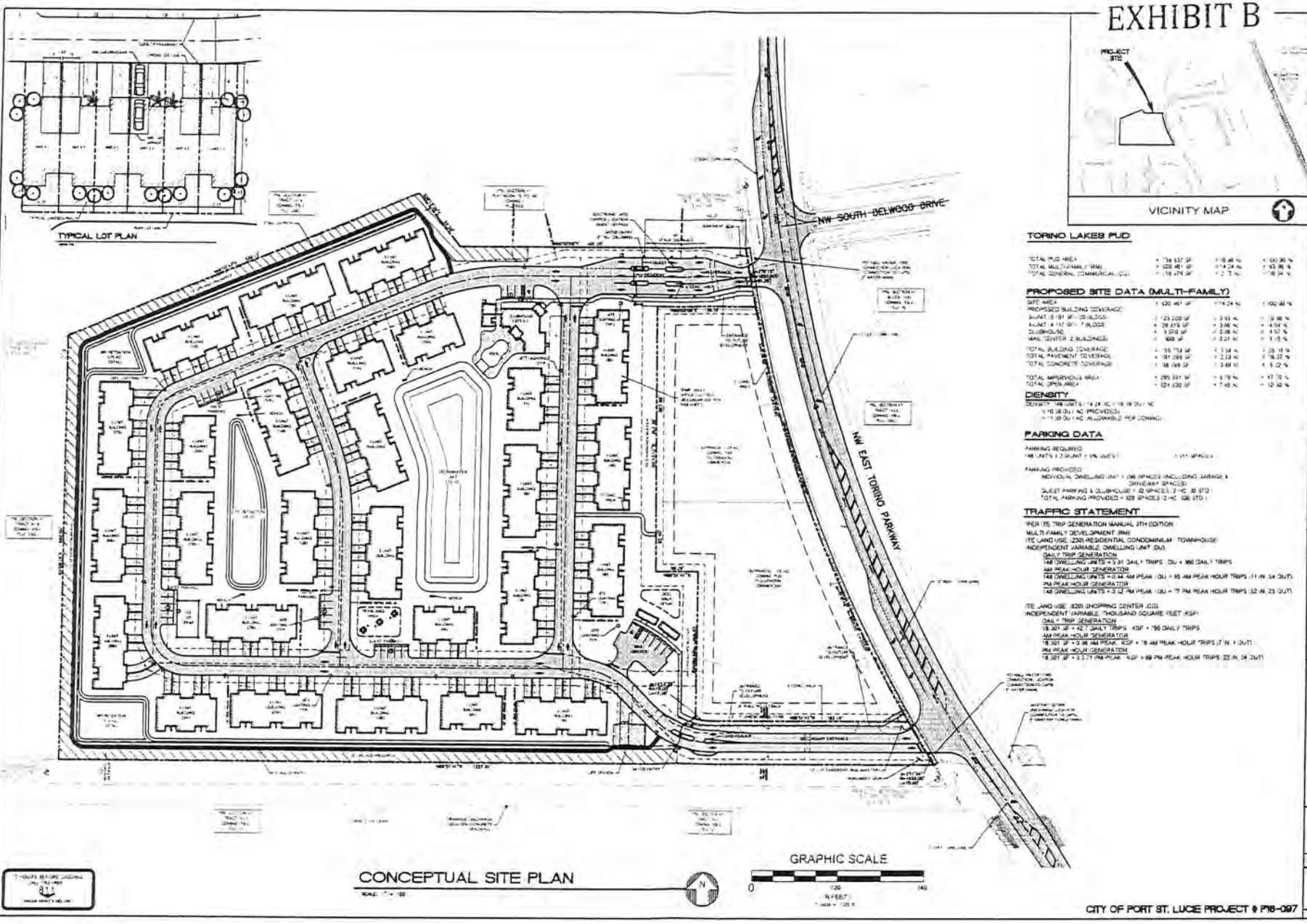
Notwithstanding the uses permitted by this PUD, uses may be further restricted or prohibited by Declaration of Covenants and Restrictions pertaining to any or all of the property.

EXHIBIT A TYPICAL LOT PLAN



TYPICAL LOT PLAN

EXHIBIT B



TORINO LAKES PUD

TOTAL PUD AREA	[illegible]	[illegible]	[illegible]
TOTAL MULTI-FAMILY (RM)	[illegible]	[illegible]	[illegible]
TOTAL GENERAL COMMERCIAL (CG)	[illegible]	[illegible]	[illegible]

PROPOSED SITE DATA (MULTI-FAMILY)

SITE AREA	[illegible]	[illegible]	[illegible]
PROPOSED BUILDING COVERAGE	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
CLUBHOUSE	[illegible]	[illegible]	[illegible]
MAIL CENTER (2 BUILDINGS)	[illegible]	[illegible]	[illegible]
TOTAL BUILDING COVERAGE	[illegible]	[illegible]	[illegible]
TOTAL PAVEMENT COVERAGE	[illegible]	[illegible]	[illegible]
TOTAL CONCRETE COVERAGE	[illegible]	[illegible]	[illegible]
TOTAL IMPERVIOUS AREA	[illegible]	[illegible]	[illegible]
TOTAL OPEN AREA	[illegible]	[illegible]	[illegible]

DENSITY

DENSITY: [illegible] UNITS / [illegible] AC = [illegible] DU / AC
= [illegible] DU / AC (PROVIDED)
= [illegible] DU / AC (ALLOWABLE PER ZONING)

PARKING DATA

PARKING REQUIRED
[illegible] UNITS X 2 SPACE/UNIT = [illegible] SPACES

PARKING PROVIDED
INDIVIDUAL DWELLING UNIT [illegible] SPACES (INCLUDING GARAGE & DRIVEWAY SPACES)
GUEST PARKING & CLUBHOUSE [illegible] SPACES (2 HC, [illegible] STD)
TOTAL PARKING PROVIDED = [illegible] SPACES (2 HC, [illegible] STD)

TRAFFIC STATEMENT

PER ITE TRIP GENERATION MANUAL 7TH EDITION
MULTI-FAMILY DEVELOPMENT (RM)
ITE LAND USE: (230) RESIDENTIAL CONDOMINIUM / TOWNHOUSE
INDEPENDENT VARIABLE: DWELLING UNIT (DU)
DAILY TRIP GENERATION
148 DWELLING UNITS × 5.81 DAILY TRIPS / DU = 860 DAILY TRIPS
AM PEAK HOUR GENERATION
148 DWELLING UNITS × 0.44 AM PEAK / DU = 65 AM PEAK HOUR TRIPS (11 IN, 54 OUT)
PM PEAK HOUR GENERATION
148 DWELLING UNITS × 0.52 PM PEAK / DU = 77 PM PEAK HOUR TRIPS (52 IN, 25 OUT)

ITE LAND USE: (820) SHOPPING CENTER (CG)
INDEPENDENT VARIABLE: THOUSAND SQUARE FEET (KSF)
DAILY TRIP GENERATION
18,301 SF × 42.7 DAILY TRIPS / KSF = 780 DAILY TRIPS
AM PEAK HOUR GENERATION
18,301 SF × 0.96 AM PEAK / KSF = 18 AM PEAK HOUR TRIPS (7 IN, 11 OUT)
PM PEAK HOUR GENERATION
18,301 SF × 3.71 PM PEAK / KSF = 68 PM PEAK HOUR TRIPS (33 IN, 34 OUT)

CONCEPTUAL SITE PLAN

SCALE: [illegible]

CITY OF PORT ST. LUCIE PROJECT # P18-097

REVISIONS	DATE
1. [illegible]	[illegible]
2. [illegible]	[illegible]
3. [illegible]	[illegible]
4. [illegible]	[illegible]
5. [illegible]	[illegible]
6. [illegible]	[illegible]
7. [illegible]	[illegible]

JOB NO.
DESIGNED
DRAWN
DATE
CHECKED
DATE ISSUED
SCALE

MBV ENGINEERING, INC.
PALM BEACH VILLAPLAZA & ASSOCIATES
LICENSED FIRM ENGINEERING: EB #3748

CONCEPTUAL SITE PLAN

TORINO LAKES
CITY OF PORT ST. LUCIE, FLORIDA

DATE: 9/15/19

SHEET
SP-1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: 10/24/2016
11/14/2016

TO:	Mayor and City Council
THRU:	Patricia Roebling P.E., Interim City Manager
FROM:	Patricia A. Tobin, AICP, Director Planning and Zoning
Agenda Item:	Ordinance: Torino Lakes PUD Amendment No. 1 – PUD Amendment Application (P16-097) 1677
Submittal Date:	10/12/2016

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

BACKGROUND: This is an amendment to Ordinance 05-02 for Torino Lakes PUD (fka Crescent Trace) and the concept plan which consists of a total of 148 Multi-Family residential units, a clubhouse with swimming pool and commercial buildings. The proposed amendment includes changes to the conceptual plan with new design and layout of the buildings, and minor changes to the PUD document and changes the ROI (Residence/Office/Institutional) portion of the site to CG (General Commercial).

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by Attorney Thomas Mullin on 9/14/2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board recommended approval of this project at their September 6, 2016 meeting with 5 members voting in favor and 1 against.

SPECIAL CONSIDERATION: The Mayor and City Council received an email (attached) requesting consideration of sidewalks in this development. This was briefly discussed at the Planning & Zoning Board. Section 158.222 (F) of the Zoning Code does not require sidewalks throughout the development. The applicant is proposing a six (6) foot sidewalk along one side of each access drive from the common areas connecting East Torino Parkway and a five (5) foot mulch path on the property's perimeter.

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATES: 10/24/16 & 11/14/16

LOCATION OF PROJECT: The property is located on the west side of East Torino Parkway and south of Conley Drive.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/TK

RECEIVED
OCT 1 3 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-78

COUNCIL ITEM 10E
DATE 10/24/16

COUNCIL ITEM 8B
DATE 11/14/16

AN ORDINANCE TO REZONE 1.15 ACRES OF PROPERTY LOCATED SOUTHEAST OF PORT ST. LUCIE BOULEVARD, WEST OF ASTER ROAD AND NORTH OF ALTON CIRCLE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO I (INSTITUTIONAL) FOR A PROJECT KNOWN AS P16-149 S&W LAND INVESTMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, P16-149 S&W Land Investments, hereinafter referred to as the Applicant, seeks to rezone 1.15 acres of property located southeast of Port St. Lucie Boulevard, west of Aster Road and north of Alton Circle within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to I (Institutional).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the October 4, 2016, to consider the rezoning application P16-149, notice of said hearing to adjoining property owners for a radius of seven-hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on the 14th day of November, 2016, to consider the rezoning application (P16-149), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 5, Block 1662, Lots 9-11 & 15-16, be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to I (Institutional).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
O. Reginald Osenton, City Attorney

Daniel Robinson

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Wednesday, September 28, 2016 2:34 PM
To: Daniel Robinson
Cc: Patti Tobin
Subject: RE: P16-149 S&W Land Investments Ordinance Review

No changes. Approved.
Thanks Daniel!

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |334
www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: Daniel Robinson [mailto:DRobinson@cityofpsl.com]
Sent: Wednesday, September 21, 2016 2:02 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Cc: Patti Tobin <PTobin@cityofpsl.com>
Subject: P16-149 S&W Land Investments Ordinance Review

Mr. Mullin,

Please review the ordinance for the above mentioned project. This project will go to Planning & Zoning Board on October 4, 2016. Please send an approval statement or comments by email no later than October 11, 2016.

Thank you,

Daniel Robinson
City of PSL
Planner
Planning & Zoning Department
(772)344-4216
DRobinson@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

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

TO: **PLANNING AND ZONING BOARD - MEETING OF OCTOBER 4, 2016**

FROM: **DANIEL ROBINSON, PLANNER**

RE: **S&W LAND INVESTMENTS**
REZONING APPLICATION
PROJECT NO P16-149

DATE: **SEPTEMBER 20, 2016**

APPLICANT: Bradley J. Currie, AICP, Engineering Design & Construction, Inc. Authorization letter is attached.

OWNER: S&W Land Investments, LLC

LOCATION: Property is located southeast of Port St. Lucie Boulevard, west of Aster Road and north of Alton Circle.

LEGAL DESCRIPTION: Port St Lucie Section 5, Block 1662, Lots 9-11 & 15-16

SIZE: 1.15 acres

EXISTING ZONING: RS-2 (Single-Family Residential) Zoning District

EXISTING USE: Lot 11 has a single-family residence and lots 9, 10, 15, and 16 are vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	ROI	P	Existing office building & vacant land
S	RL	RS-2	Existing single-family residence
E	ROI	LMD	Existing mixed use building
W	ROI	RS-2	Existing single-family

REQUESTED ZONING: I (Institutional) Zoning District.

FUTURE LAND USE: ROI (Residential, Office, and Institutional)

PROPOSED USE: The intended use is a church.

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan. The subject application is supported and justified by Objective 1.1.4: Future growth, development and redevelopment shall be directed to appropriate areas as depicted on the Future Land Use Map.; and Policy 1.1.4.13: I (Institutional) zoning is compatible with ROI (Residential, Office & Institutional) future land use.

Compliance with Conversion Area Requirements:
Planning Area location per conversion manual: 4
The property is totally within planning area: Yes
Minimum Frontage: Yes
Minimum Depth: Yes
Does the request isolate lots: No
Has a Unity of Title been submitted: Yes
Buffer required: A landscaped buffer and wall is required: Yes

Sewer/Water Service: The City of Port St. Lucie's Utilities is the provider of water and sewer. Service to the site is available.

Environmental: Applicant is required to remove any exotic vegetation on the property. A tree survey will be required. All protected trees over 12" DBH will be required to be mitigated for and a gopher tortoise burrow survey will be required prior to clearing.

School Concurrency: N/A

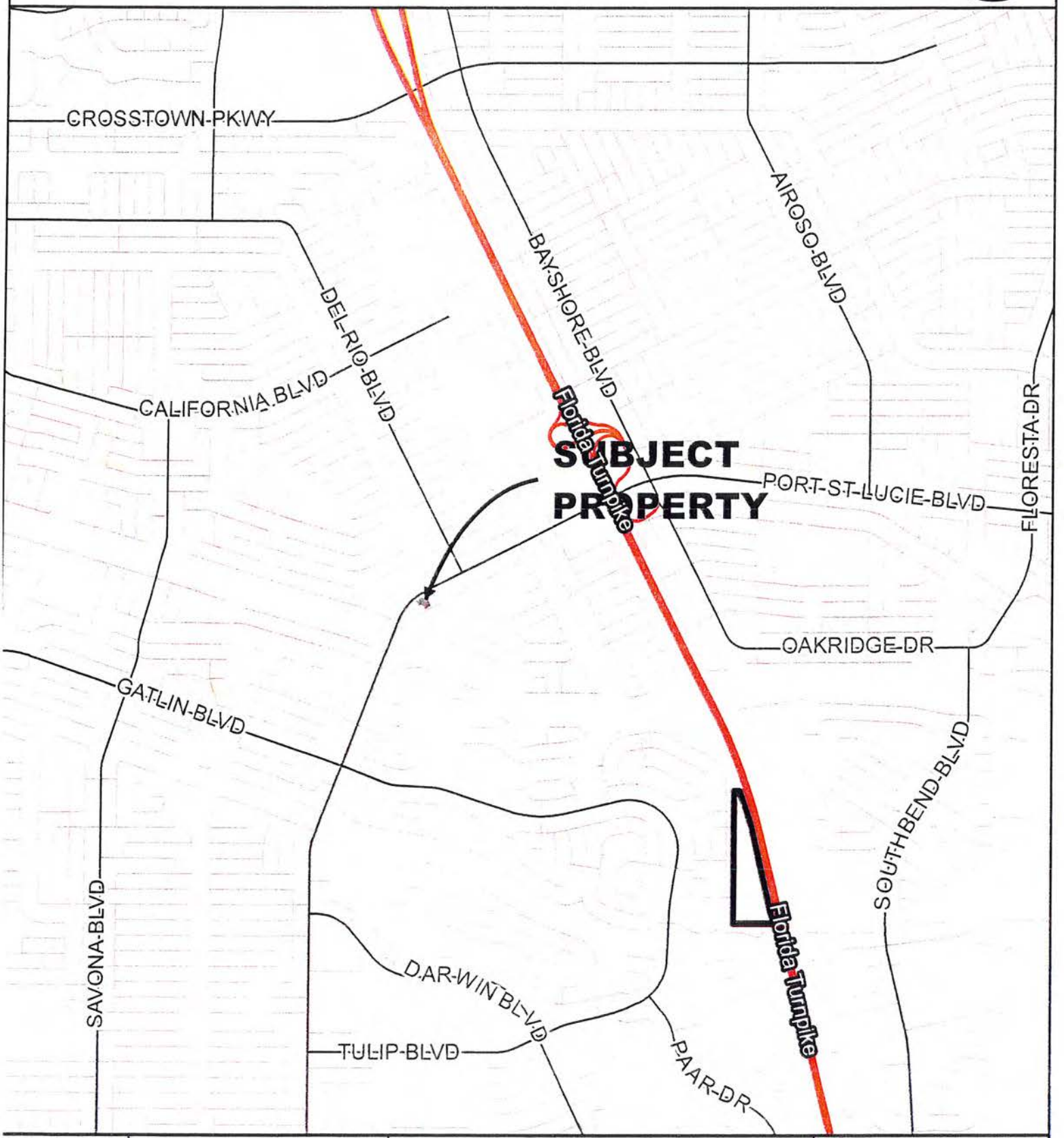
STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the petition to be consistent with the direction and intent of the City's Comprehensive Plan and recommends approval based on the analysis and findings as noted in the staff report.

Planning and Zoning Board's Action Options

- Motion to recommend approval
- Motion to recommend denial

GENERAL LOCATION

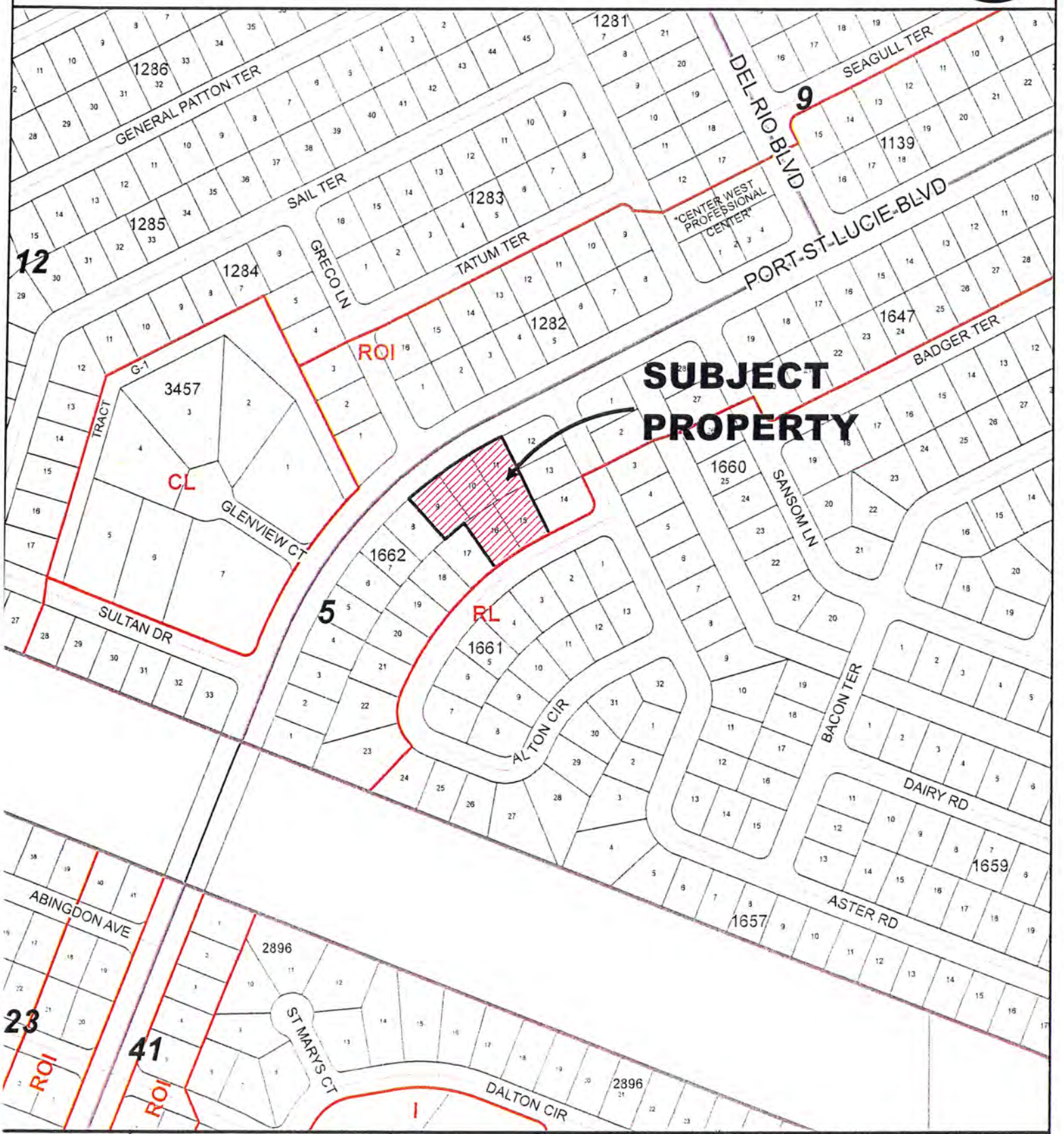


CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING S & W LAND INVESTMENTS SECTION 5, BLOCK 1662, LOTS 9-11 & 15-16	DATE: 9/8/2016 APPLICATION NUMBER: P16-149 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL

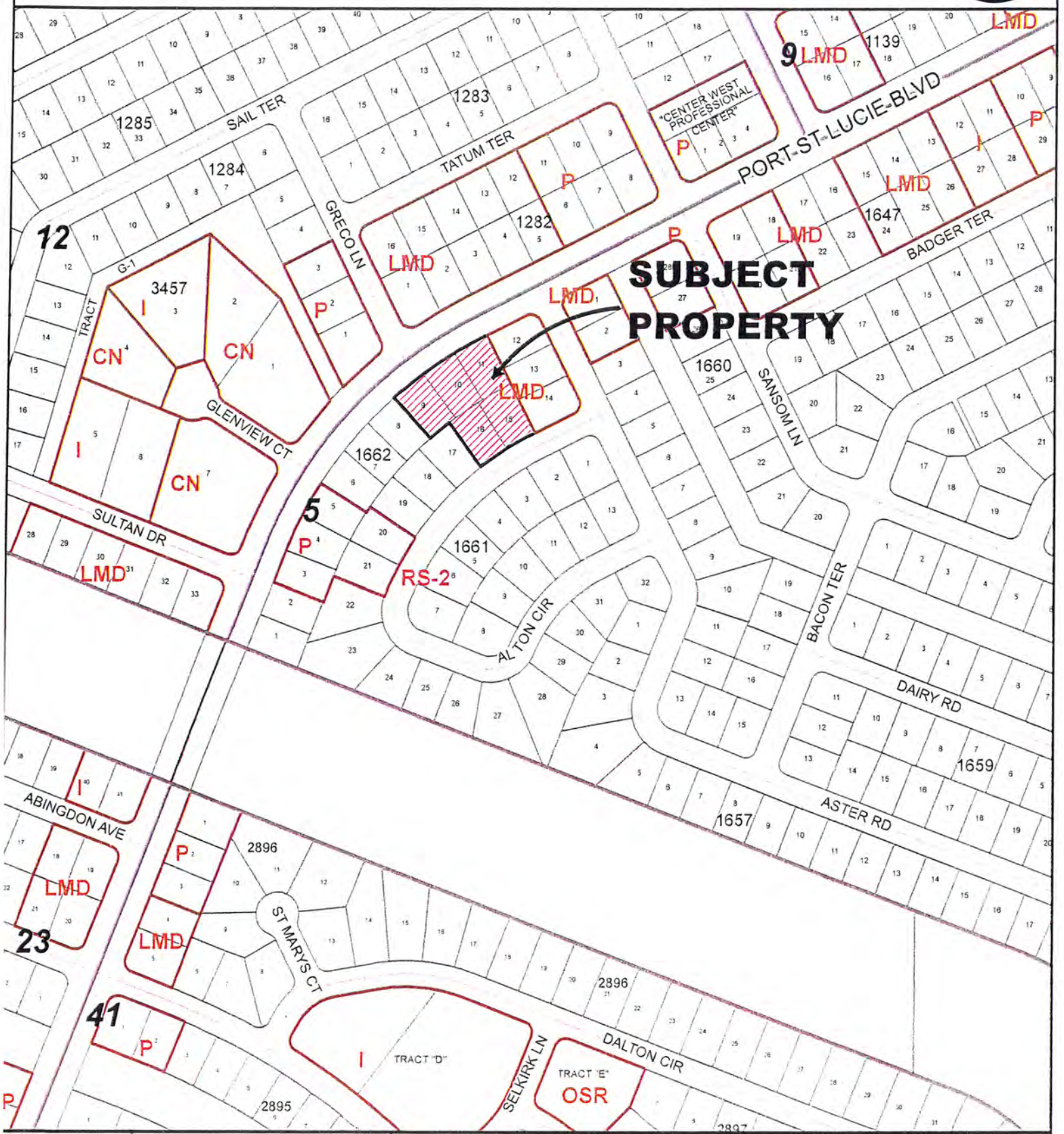
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING S & W LAND INVESTMENTS SECTION 5, BLOCK 1662, LOTS 9-11 & 15-16 AERIAL DATE 2014	DATE: 9/8/2016 APPLICATION NUMBER: P16-149 USER: patricias SCALE: 1 in = 200 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING S & W LAND INVESTMENTS SECTION 5, BLOCK 1662, LOTS 9-11 & 15-16	DATE: 9/8/2016 APPLICATION NUMBER: P16-149 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING S & W LAND INVESTMENTS SECTION 5, BLOCK 1662, LOTS 9-11 & 15-16	DATE: 9/8/2016 APPLICATION NUMBER: P16-149 USER: patricias SCALE: 1 in = 300 ft	

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in BLACK ink.

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

PROPERTY OWNER:

Name: S & W Land Investments, LLC

Address: 698 SW Port St. Lucie Blvd., Suite 109, Port St. Lucie, FL 34953

Telephone No.: 772-332-5045 FAX No.: _____

AGENT OF OWNER (if any)

Name: Engineering Design & Construction, Inc.

Address: 469 NW Prima Vista Blvd., Port St. Lucie, FL 34983

Telephone No.: 772-462-2455 FAX No. _____

PROPERTY INFORMATION

Legal Description: Section 5, Blk 1662, Lots 9, 10, 11, 15 and 16
(Include Plat Book and Page)

Parcel I.D. Number: 3420-520-0842-000-0, 3420-520-0843-000-7, 3420-520-0844-000-4, 3420-520-0848-000-2 and 3420-520-0849-000-9

Current Zoning: RS-2

Proposed Zoning: Institutional

Future Land Use Designation: ROI Acreage of Property: 1.15 ac

Reason for Rezoning Request:
The petitioner is proposing a church on the subject parcels. Due to this a change is zoning is required to allow for that.

B. M. Breslaw	Brian Breslaw	9/19/16
*Signature of Owner	Hand Print Name	Date

*If signature is not that of the owner, a letter of authorization from the owner is needed.

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

S & W Land Investments, LLC
698 SW Port St. Lucie Blvd.
Suite 109
Port St. Lucie, FL 34953

AGENT CONSENT FORM

Project Name: S & W Rezone

Parcel ID: 3420-520-0842-000-0, 3420-520-0843-000-7, 3420-520-0844-000-4, 3420-520-0848-000-2 and 3420-520-0849-000-9

BEFORE ME THIS DAY PERSONALLY APPEARED Brian Breslaw, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

> I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 19th day of September 20 16 by Brian Breslaw (Name of Person Acknowledging) who is personally known to me or who has produced N/A (type of identification) as identification and who did (did not) take an oath.

Patricia Sesta
(Signature of Person Taking Acknowledgement)

PATRICIA SESTA
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

FF983414
(Serial Number, if any)

(Notary's Seal)

Patricia M. Sesta
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF983414
Expires 8/11/2020

B. N. Breslaw
Owner's Signature

Brian Breslaw
Owner's Name (Print)

Street Address

City, State, Zip Code

(____)_____
Telephone

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2470725 OR BOOK 2057 PAGE 2475
Recorded:09/14/04 16:27

This Document Prepared By and Return to:
Stephen Navaretta, Esq.
Navaretta & Navaretta, P.A.
1100 SW St. Lucie West Blvd., Ste. 203
Port St. Lucie, FL 34986

* Doc Assump: $ 0.00
* Doc Tax : $ 3,150.00
* Int Tax : $ 0.00

Parcel ID Number: 3420-520-0842-000/0

Warranty Deed

This Indenture, Made this 27th day of August, 2004 A.D. **Between** Ralph LaBella and Jane LaBella, husband and wife

of the County of , State of , **grantors,** and S&W Land Investments, LLC, a Florida limited liability company

whose address is 7410 So. U.S. Highway 1, Ste. 103A, Port St. Lucie, FL 34952

of the County of St. Lucie , State of Florida , **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lots 9, 10, 11, 15 and 16, PORT ST. LUCIE SECTION FIVE, according to the Plat thereof, recorded in Plat Book 12, page 15 Public Records of St. Lucie County, Florida.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to December 31, 2003.

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

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Lisa Gassman
Printed Name: Lisa Gassman
Witness

Ralph LaBella (Seal)
Ralph LaBella
P.O. Address: 67 Viola Drive

Diane Wren
Printed Name: Diane Wren
Witness

Jane LaBella (Seal)
Jane LaBella
P.O. Address: 67 Viola Drive

STATE OF New York
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 25th day of August, 2004 by Ralph LaBella and Jane LaBella, husband and wife

who are personally known to me or who have produced their ~~Florida~~ New York driver's license as identification.

Lisa Gassman
Printed Name: Lisa Gassman
Notary Public
My Commission Expires: July 7, 2007

LISA GASSMAN
Notary Public, State of New York
No. 01GA6095291
Qualified in Nassau County
Commission Expires July 7, 2007

S&W

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Dates: 10/24/16 & 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Ordinance: Rezoning Application for S&W Land Investments (P16-149) 16-78

Submittal Date: 10/13/2016

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

BACKGROUND: The proposed request seeks to rezone five lots from RS-2 (Single Family Residential) to I (Institutional) with a church as the intended use. This is consistent with the Comprehensive Plan and will allow for commercial development of the site.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Thomas Mullin on 9/28/16.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning application at their October 4, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATES: 10/24/2016 and 11/14/2016

LOCATION OF PROJECT: Property is located southeast of Port St. Lucie Boulevard, west of Aster Road and north of Alton Circle.

ATTACHMENTS: Ordinance, staff report, maps, and application.

PT/DR

RECEIVED
OCT 13 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10F
DATE 10/24/16
COUNCIL ITEM 8F
DATE 11/14/16

ORDINANCE 16 - 79

AN ORDINANCE AUTHORIZING THE ABANDONMENT AND TERMINATION OF A BLANKET FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3094, AT PAGE 1591, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID BLANKET FLOWAGE EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Horizons St. Lucie Development, LLC, a Florida limited liability company ("Horizons"), entered into a Blanket Flowage Easement for Southern Grove to the City of Port St. Lucie, a Florida municipal corporation ("City"), recorded on June 1, 2009 in Original Records Book 3094, at Page 1591, of the Public Records of St. Lucie County, Florida, which is more specifically described in Exhibit "1" and is attached hereto and incorporated herein; and

WHEREAS, Horizons is an affiliate of Tradition Land Company, LLC, a Foreign limited liability company ("Tradition"); and

WHEREAS, Tradition is the record owner of the lands encompassed by the Southern Grove Plat No. 11, recorded on December 3, 2014, in Plat Book 70 at Page 15 of the Public Records of St. Lucie County, Florida; and

WHEREAS, Tradition has requested that the City abandon and terminate the blanket flowage easement; and that Abandonment and Termination of Blanket Flowage Easement is more specifically described in Exhibit "2," which is attached hereto and incorporated herein; and

WHEREAS, City Staff has reviewed the request to abandon and terminate the blanket flowage easement and is in agreement with that request; and

WHEREAS, the City desires to release, vacate and abandon its interests in and to the blanket flowage easement, which is more specifically and legally described in the attached Exhibit "1."

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 execution of the Abandonment and Termination of the Blanket Flowage Easement that is more specifically and legally described in the attached Exhibit "2". The Mayor and City Officials are hereby authorized to execute any and all documents necessary to formalize and complete the abandonment of easement

contemplated herein.

Section 3. That this Ordinance shall become effective 10 days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2016.

ATTEST:

_____
Karen A. Phillips, City Clerk

CITY COUNCIL
CITY OF PORT ST. LUCIE

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
O. Reginald Osenton, City Attorney

Blanket Flowage Easement for Southern Grove (OR 3094, Page 1591)

EXHIBIT "1"

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3350915 OR BOOK 3094 PAGE 1591, Recorded 06/01/2009 at 10:45 AM
Doc Tax: $0.70

Return to (enclose self-addressed stamped envelope)

Name: City of Port St Lucie
City Attorney's Office

Address: 121 SW Port St. Lucie Boulevard
Suite 322
Port St. Lucie, Florida 34984

BLANKET FLOWAGE EASEMENT
[Community Boulevard – MXD Parcel]

THIS EASEMENT granted this 4th day of May, 2009, by **HORIZONS ST. LUCIE DEVELOPMENT, LLC**, a Florida limited liability company, whose address is 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987 ("Grantor") and City of Port St. Lucie, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors, or assigns.)

WITNESSETH:

Grantor, for and in consideration of Ten Dollars ($10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains, and sells unto the Grantee, a perpetual easement for surface water drainage from Community Boulevard right-of-way, on the following described lands located in St. Lucie County, Florida, to wit (the "Easement Area"):

See attached **Exhibit "A"** which is incorporated herein by reference.

Subject to easements, restrictions and reservations of record.

Notwithstanding anything contained herein to the contrary, until such time as a permanent flowage easement is established by plat approved by Grantee or site plan approved by Grantee ("Permanent Flowage Easement"), Grantor shall have the right to relocate the location of the easement granted herein from time to time by providing notice to Grantee, and without obtaining consent of Grantee and as often as Grantor may determine in its sole and absolute discretion, provided that in connection with such relocation, such surface water drainage from Community Boulevard is not obstructed.

Grantor shall maintain this Easement at is sole cost and expense. If flowage is obstructed, Grantee shall have the right to take action in compliance with applicable laws necessary to maintain the Easement in the event Grantor shall fail to maintain the easement upon thirty (30) days written notice to Grantor (or such shorter period of time as is necessary in the event of an emergency). This Easement shall automatically terminate upon the creation of the Permanent Flowage Easement. Upon request by Grantor, Grantee shall file a termination of this easement in the Public Records of St. Lucie County, Florida.

TO HAVE AND TO HOLD the same unto the Grantee, together with the right to enforce the intended use stated herein. Grantor and Grantee are used for singular or plural, as the context requires. The easement granted herein shall constitute easements running with the land and shall burden the land described above.

(signature page follows)

IN WITNESS WHEREOF, the Grantor has caused these present to be executed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

WITNESSES:

Print Name: J Paul Fanney

Print Name: Jean E. Sakowski

GRANTOR:

HORIZONS ST. LUCIE DEVELOPMENT, LLC
a Florida limited liability company,

By:
Name: Wes McCurry
Title: President

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

The foregoing instrument was acknowledged before me by Wesley S. McCurry, who [✓] is personally known to me or [ ]who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of May, 2009.

Notary Public

Shirley E. Smith
Typed, printed or stamped name of Notary Public

My Commission Expires:

SHIRLEY E. SMITH
MY COMMISSION # DD 868508
EXPIRES: May 4, 2013
Bonded Thru Notary Public Underwriters

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

GRANTEE:

ATTEST:

CITY OF PORT ST. LUCIE

Karen A. Phillips
Print Name: Karen A. Phillips

Mary Ann Verillo
Print Name: MARY ANN VERILLO

By: Donald B Cooper
Name: Donald B. Cooper
Title: City manager
Date: 5-20-09

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Donald B. Cooper, the City Manager of CITY OF PORT ST. LUCIE, a Florida municipal corporation. He/she is [X] personally known to me or [ ] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of MAY, 2009.

Mary Ann Verillo
Notary Public

MARY ANN VERILLO
Typed, printed or stamped name of Notary Public

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Mary Ann Verillo
Commission # DD665926
Expires: JUNE 09, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"

BLANKET FLOWAGE EASEMENT

LEGAL DESCRIPTION PARCELS 2 & 3

BEING ALL OF PARCELS 2 AND 3, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 105.536 ACRES, MORE OR LESS.

Abandonment of Blanket Flowage Easement for Southern Grove

EXHIBIT

"2"

This Instrument was prepared
by and upon recording
should be returned to:

Holland & Knight, LLP
200 S. Orange Ave, Suite 2600
Orlando, Florida 32801
Attention: Stephen W. Snively, Esq.

ABANDONMENT & TERMINATION
of
BLANKET FLOWAGE EASEMENT [Community Boulevard - MXD Parcel]
(O.R. Book 3094, Page 1591)

This ABANDONMENT & TERMINATION OF BLANKET FLOWAGE EASEMENT [COMMUNITY BOULEVARD - MDX PARCEL] ("Agreement") is made by TRADITION LAND COMPANY, LLC, an Iowa limited liability company ("Grantor"), and the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantee").

A. Horizons St. Lucie Development, LLC, a Florida limited liability company ("Horizons") and Grantee entered into that certain Blanket Flowage Easement [Community Boulevard - MXD Parcel] dated May 4, 2009, and recorded June 1, 2009, in Official Records Book 3094, Page 1591, Public Records of Saint Lucie County, Florida ("Blanket Flowage Easement");

B. Grantor is the successor in interest to Horizons with authority to enter into this Agreement; and

C. Grantor and Grantee wish to abandon and terminate the Blanket Flowage Easement, and discharge and release therefrom the entire "Easement Area," as defined in the Blanket Flowage Easement, including that Land described on Exhibit "A," attached hereto and by this reference made a part hereof ("Abandoned Easement Area"), that has heretofore been platted.

Now, therefore, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree that the Blanket Flowage Easement is terminated and any and all rights and obligations with regards to the Abandoned Easement Area existing pursuant thereto are hereby terminated and declared to be of no further legal force or effect.

[Separate Signature Pages for Grantor and Grantee Attached]

SIGNATURE PAGE FOR GRANTEE

This Signature Page for Grantee is attached to and made a part of that certain ABANDONMENT & TERMINATION OF BLANKET FLOWAGE EASEMENT [Community Boulevard - MDX Parcel] made by TRADITION LAND COMPANY, LLC, an Iowa limited liability company as "Grantor" and the CITY OF PORT ST. LUCIE, a Florida municipal corporation, as "Grantee."

IN WITNESS WHEREOF, Grantee has caused the above referenced document to be duly executed effective the date first stated above.

Signed, sealed and delivered
in our presence:

_____
Signature

_____
Name Printed

_____
Signature

_____
Name Printed

GRANTEE:

CITY OF PORT ST. LUCIE
a Florida municipal corporation

By: _____

Name: _____

Title: _____

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

The foregoing document was executed and acknowledged before me on October ____, 2016, by _____ as _____ on behalf of the CITY OF PORT ST. LUCIE for the purposes expressed herein. He/she presented a valid Florida's driver's license or is personally known to me.

_____
Notary Public

[NOTARY SEAL]

SIGNATURE PAGE FOR GRANTOR

This Signature Page for Grantor is attached to and made a part of that certain ABANDONMENT & TERMINATION OF BLANKET FLOWAGE EASEMENT [Community Boulevard - MDX Parcel] made by TRADITION LAND COMPANY, LLC, an Iowa limited liability company as "Grantor" and the CITY OF PORT ST. LUCIE, a Florida municipal corporation, as "Grantee".

IN WITNESS WHEREOF, Grantor has caused the above referenced document to be duly executed effective the date first stated above.

Signed, sealed and delivered
in our presence:

_____
Signature

_____
Name Printed

_____
Signature

_____
Name Printed

GRANTOR:

TRADITION LAND COMPANY, LLC
an Iowa limited liability company

By: _____
David C. Feltman, President

STATE OF FLORIDA)
) ss.:
COUNTY OF _____)

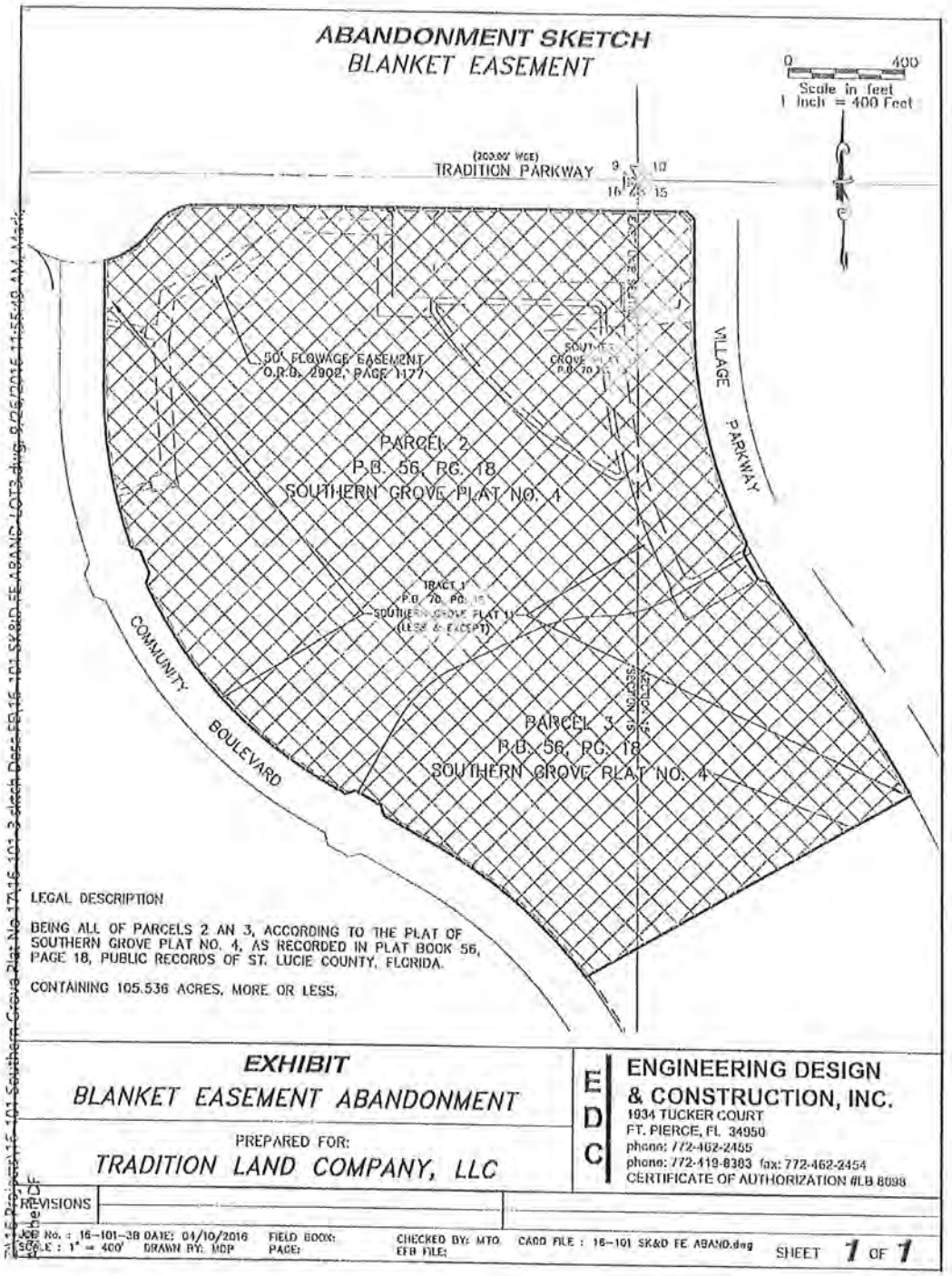
The foregoing document was executed and acknowledged before me on October ____, 2016, by David C. Feltman, as President on behalf of TRADITION LAND COMPANY, LLC, an Iowa limited liability company, for the purposes expressed herein. He is personally known to me.

_____
Notary Public

[NOTARY SEAL]

EXHIBIT "A"

Abandoned Easement Area



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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager JP for PR
James E. Angstadt, P.E., Public Works Director JEA

FROM: Frank Knott, Project Manager JFK

Agenda Item: Ordinance:
Abandonment of a Blanket Flowage Easement

Submittal Date: 10/20/2016

STRATEGIC PLAN LINK: Mission: Responsive to the Community

BACKGROUND: Tradition Land Company, Inc. has requested the abandonment of a blanket flowage easement. The area of the blanket easement contains a 50-foot wide flowage easement and has been re-platted to include the necessary infrastructure improvements which provide connectivity of the drainage system.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Attorney Ella Gilbert on October 20, 2016 and approved as to form.

STAFF RECOMMENDATION: The request has been recommended for approval by the Public Works Director.

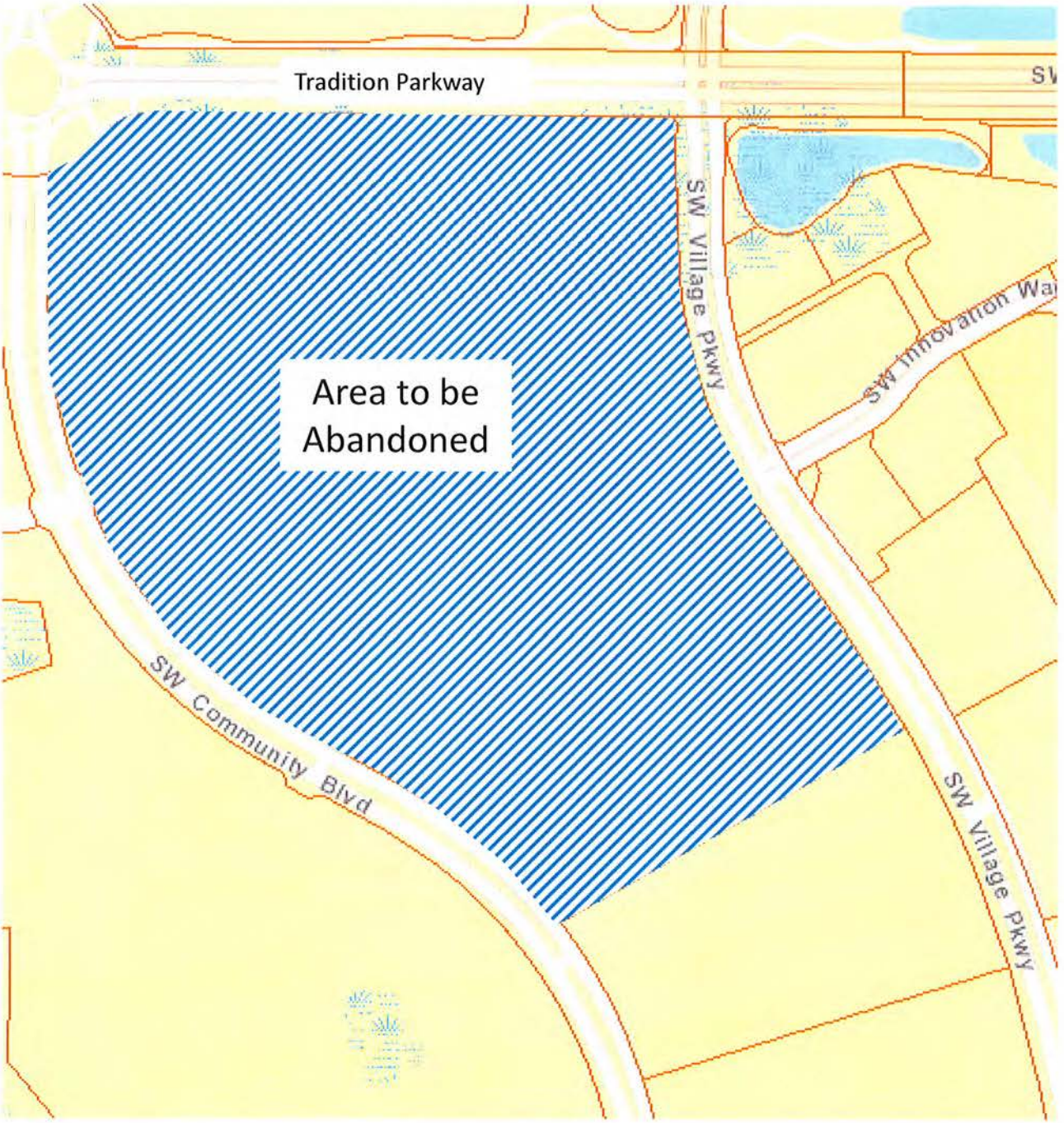
SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: Village Point at Tradition – the area between Community Boulevard and Village Parkway.

ATTACHMENTS: Ordinance and Location Map.



N

Abandonment of a
Blanket Flowage Easement

10/20/2016

CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

TO: FRANK KNOTT, PROJECT MANAGER
JAMES ANGSTADT, PUBLIC WORKS DIRECTOR

FROM: ELLA M. GILBERT, STAFF ATTORNEY EMG

DATE: OCTOBER 20, 2016

SUBJECT: ORDINANCE 16-___
AUTHORIZING THE ABANDONMENT AND TERMINATION OF A BLANKET FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3094, AT PAGE 1591, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID BLANKET FLOWAGE EASEMENT; PROVIDING AN EFFECTIVE DATE.

Pursuant to your Department's request, I have prepared an ordinance for review and approval by the City Council which shall serve to abandon and release a blanket flowage easement within Southern Grove. The abandonment request was made subsequent to the creation of a flowage path defined by flowage easements as shown on Southern Grove Plat No. 11.

Accordingly, the required ordinance for review and approval by the City Council is attached. The ordinance authorizes the Mayor and City Officials to execute any and all documents necessary to formalize and complete the abandonment of the blanket flowage easement. Please process this ordinance as required for placement of this matter on the agenda for the appropriate City Council Meeting. If you have any questions, please do not hesitate to contact me.

EMG/ks

Attachments: Ordinance 16-_____ with Exhibits
cc: Roxanne Chesser, P.E., Assistant Director, Public Works
O. Reginald Osenton, City Attorney

Received by: _____ Date: _____

Print Name: _____

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, Florida 34984-5099 • 772/871-5294 • Fax:772/344-4298
TDD: 772/873-6339

Ordinance with Exhibits

COMPOSITE EXHIBIT "A"

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9A
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: Karen Phillips, City Clerk

Agenda Item: **Motion: Public Hearing**: Appeal of the decision of the Contractors' Examining Board Meeting held on September 8, 2016, Appeal requested by Lior Poyastro, Cool Air USA, Inc., Case # 21287

Submittal Date: November 1, 2016

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

BACKGROUND: On June 8, 2016, a formal complaint was filed by the City of Port St. Lucie against the license of Lior Poyastro, President of Cool Air USA, Inc., alleging violations of the Florida Building Code 105.1 and City of Port St. Lucie Code of Ordinances Section 150.520.2 for failing to obtain permits prior to commencing work at three addresses in Port St. Lucie: 1) 2220 SE Floresta Drive 2) 190 SW Exmore Avenue and 3) 641 SW Montana Terrace. On September 8, 2016, the Contractors' Examining Board found Mr. Poyastro in violation of Florida Building Code 105.1 and City of Port St. Lucie Code of Ordinances Section 150.105 and ordered the following disciplinary action: 1) Suspension of permitting privileges for 121 days and administrative fine of $205; 2) All violations must be brought into compliance; 3) Recommendation to the CILB of a Suspension of Certification for 90 days.

ANALYSIS: Mr. Poyastro did not appear for his hearing in front of the Contractors Examining Board. Pursuant to Section 150.520.2(f) of the Port St. Lucie Code of Ordinances, the Board made its determination that a violation occurred based on the sworn complaint.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Approved by Assistant City Attorney Keri Norbraten as to form and sufficiency.

STAFF RECOMMENDATION: Support the decision of the City of Port St. Lucie Contractors' Examining Board

SPECIAL CONSIDERATION: Lior Poyastro and Counsel have been notified by certified mail of the November 14, 2016 Appeal Hearing date.

PRESENTATION INFORMATION: A brief presentation by Donna Noto, Contractor Licensing Coordinator, may be made upon request. Mr. Poyastro will be represented by his attorney, Vincent F. Vaccarella.

REQUESTED MEETING DATE: November 14, 2016

LOCATION OF PROJECT: 641 SW Montana Terrace, 2220 SE Floresta Drive, and 190 SE Exmore Avenue

ATTACHMENTS:

1. Formal Complaint, including Contractor Response and Notice of Hearing
2. Contractors Examining Board Order Dated September 9, 2016
3. Letter from Vincent Vaccarella, P.A. requesting an Appeal of Port St. Lucie Contractors Examining Board Order Dated September 9, 2016
4. Copy of Port St. Lucie Code of Ordinances Section 150.520.2 and Florida Building Code 105.1
5. Contractors Examining Board Minutes – September 8, 2016
6. Contractors Examining Board Meeting Backup for Case #21287

RECEIVED

NOV 02 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager
Jesus Merejo, Interim Assistant City Manager – Utility Systems Director

FROM: Brad Macek, Assistant Utility Systems Director

Agenda Item: Ordinance: 16-80 An ordinance authorizing the conveyance of an easement from the City of Port St. Lucie to Florida Power & Light Company, a Florida Corporation, related to Electric service for a radio communications tower located on City-owned property described as McCarty Ranch Extension; Providing an effective date

16-80

Submittal Date: 11/4/2016

STRATEGIC PLAN LINK: Principal A – Safe Community

BACKGROUND: With the adoption of Ordinance 16-22 on May 23, 2016 (see attached agenda item packet), the City Council authorized leasing St. Lucie County a 5-acre site in the southwest portion of the City's McCarty Ranch Extension property so that the County could construct a complete 800 MHZ Trunked Radio system along with a 300' tower. Once operational, the tower will provide improved radio communications for law enforcement and other public safety agencies within St. Lucie County and Martin County.

ANALYSIS: The subject tower requires electric service from Florida Power & Light Company (FPL). In order for FPL to install, operate and maintain that service, the City must convey an easement to FPL that will be approximately 10' wide and ± 290' long across a portion of McCarty Ranch Extension. The approximate location of the 5-acre site and easement are noted on the attached aerial map.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This easement form and ordinance were reviewed and approved as to form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: It is respectfully recommended that the Council adopt Ordinance 16-80 authorizing conveyance of the easement, and that they also authorize execution of the easement document.

SPECIAL CONSIDERATION: Construction and activation of the radio tower cannot be completed until the subject easement is conveyed. Timely processing of this agenda item is a critical component of the project.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: McCarty Ranch Extension

ATTACHMENTS: May 23, 2016 agenda packet, Location maps, Ordinance 16-80, and FPL Easement form including Exhibit A (Sketch & Legal Description)

*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.

c: John Bolduc, Chief of Police

RECEIVED
NOV 6 7 2016
CITY MANAGER'S OFFICE

ORDINANCE 16 – 80

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF AN EASEMENT FROM THE CITY OF PORT ST. LUCIE TO FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION RELATED TO ELECTRIC SERIVCE FOR A RADIO COMMUNICATIONS TOWER LOCATED ON CITY-OWNED PROPERTY DESCRIBED AS MCCARTY RANCH EXTENSION; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance an easement from the City of Port St. Lucie to Florida Power & Light Company, a Florida corporation ("FPL"), which is necessary for the installation, operation, and maintenance of FPL'S electrical facilities that will provide electrical service to radio communications tower owned by Motorola Solutions that is located on City-owned property described as McCarty Ranch Extension. The easement to be conveyed to FPL is more particularly described in the proposed Easement, attached hereto as Exhibit "A," and said Easement is authorized and approved in substantially the same form attached hereto. The Mayor and City officials are hereby authorized to execute any and all documents necessary to complete the conveyance.

Section 2. That this ordinance shall become effective upon its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

_____
Karen A. Phillips, City Clerk

BY: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

BY: _____
O. Reginald Osenton, City Attorney

	N	McCarty Ranch Extension FPL Easement Location	Map Prepared by PSLUSD November 1, 2016

Description Lease Area

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'S NOTES

1. This map of survey is not valid without the signature and the original raised seal of the signing Florida licensed surveyor and mapper.

2. This map of survey identifies the boundary of the lease parcel, features within the area shown hereon, and stake-out of specific proposed items as specified by the client.

3. Bearings and coordinates shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983, 2011 adjustment based on Global Positioning System (GPS) measurements to National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS) network. The North Right of Way line of South Florida Water Management District (SFWMD) Canal C-23, as being S 89° 27' 11" E.

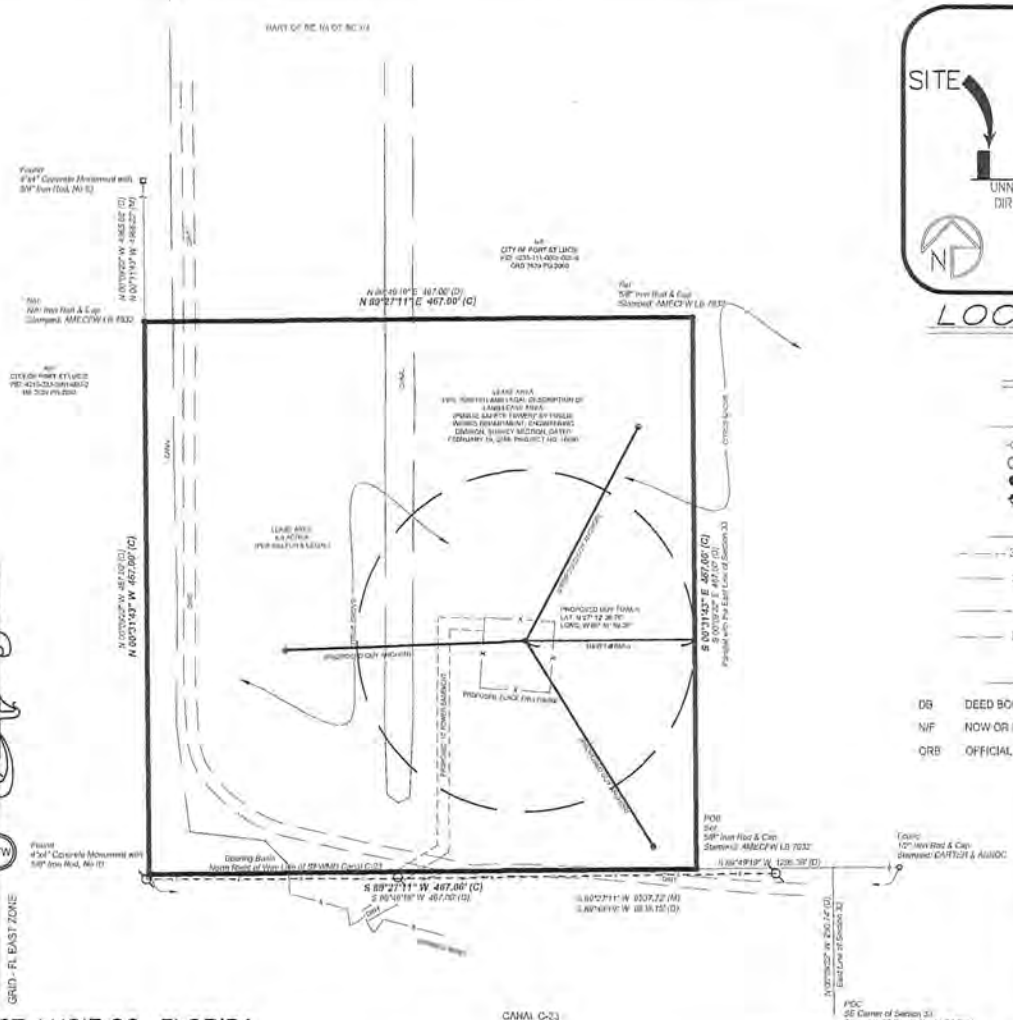
5. Dimensions shown hereon contain horizontal grid distances and are based upon field measurements utilizing the United States Survey Foot, unless indicated otherwise.

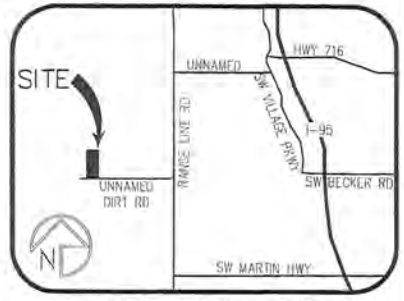
6. Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Right of way, non-surveyed lines, references to ownership, parcel identification numbers, and instruments of record shown hereon are based upon record information provided by client, information provided by the St. Lucie County Property Appraiser's Office, and other sources referenced hereon.

7. The field data acquisition phase of this survey was completed on August 31, 2016, as documented in AmecFW field book 1328, Pages 6-7.

8. This survey does not address the identification or location of jurisdictional wetlands or sovereign lands that may or may not be within or adjacent to the lands surveyed.

9. Certified to and for the exclusive use of MOTOROLA.





LOCATION MAP

NOT TO SCALE

LEGEND

SYMBOLS

- POWER POLE
- MONUMENT FOUND (DESC)
- MONUMENT SET (DESC)
- SITE BENCHMARK

LINE TYPES

- 39 — EXISTING CONTOUR
- X — FENCE (TYPE)
- PROPERTY / RIGHT-OF-WAY LINE
- E — OVERHEAD POWER

ABBREVIATIONS

DB	DEED BOOK	POC	POINT OF COMMENCEMENT
N/F	NOW OR FORMERLY	POB	POINT OF BEGINNING
ORB	OFFICIAL RECORDS BOOK		

CHARLES B. GARDINER III
CERTIFICATE
5046
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

CHARLES B. GARDINER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 5046

100 0 100 200
SCALE IN FEET: 1"=100'

SECTION 33, TOWNSHIP 37S, RANGE 38E, ST. LUCIE CO., FLORIDA

NO.	DATE	REVISION

amec foster wheeler

AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE, INC.
1075 BIG SHANTY ROAD, SUITE 100
KENNESAW, GA 30144
PHONE: (770) 421-3400
FAX: (770) 421-3486

CLIENT:
MOTOROLA SOLUTIONS
8000 WEST SUNRISE BLVD.
PLANTATION, FLORIDA 33322
PHONE: (954) 723-5000

CITY WEST
ST. LUCIE COUNTY, FLORIDA
RANGE LINE RD
PORT ST LUCIE, FL 34984

AMEC PROJECT NO: 6105-16-0018.100.04	
DRAWN BY: M. RAMOS	CHECKED BY: C.B. GARDINER
APPROVED BY:	DATE: 09/01/2016

BOUNDARY AND LOCATION SURVEY

P:\0374\2016\6105160018 - MOTOROLA ST LUCIE COUNTY\CIVIL 3D 2016 IMPERIAL\2016SEP01_6105160018.100.04_CITY WEST SITE SURVEY_BND-TOPO.DWG

EXHIBIT "A"

(to Authorizing Ordinance)

Work Request No. 7229263

Sec. 34 , Twp 37 S Rge 38 E

Parcel I.D.4233-111-0001-000/6
(Maintained by County Appraiser)

EASEMENT

This Instrument Prepared By

Name:
Co. Name:
Address:
Pg 1 of 4.

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns (FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Clerk of the Circuit Court Official Records/Recording Department

See attached Exhibit "A" ("Easement Area") on the McCarty Ranch Extension for FPL service for a 300' radio communications tower. See attached Exhibit "B" which depicts a means of access to the Easement Area by FPL.

Together with the right, upon written permission of the City of Port St. Lucie, to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times, which is a right of access via a route or road that may be modified at any time by the City of Port St. Lucie, in its sole and absolute discretion; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right, upon written permission of the City of Port St. Lucie, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20___.

Signed, sealed and delivered in the presence of:

City of Port St. Lucie

_____
(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: Gregory J. Oravec, Mayor

Print Address: 121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____
(Witness' Signature)

Print Name: _____
(Witness)

This Easement to FPL has been duly authorized and approved by the City Council of the City of Port St. Lucie on the ____ day of _____, 20___ by Ordinance 16-___.

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Mayor of the City of Port St. Lucie, a Florida municipal corporation, who is personally known to me or has produced _____ as identification.

_____
Notary Public, Signature

NOTARY SEAL/STAMP

Print Name _____

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 801
ESTATE: Easement
PURPOSE: Utility

EXHIBIT
"A"
McCarty Ranch
Ext. - Easement

Utility Easement

A parcel of land lying in Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

A 10 foot wide utility easement lying 5 feet each side of the following described centerline:

Commence at the Southeast corner of said section 33, thence run N 00°09'22" W along the east line of said Section 33 for a distance of 290. 74' to a point on the North right of way line of the South Florida Water Management District (SFWMD) Canal C-23; thence run S 89°49'19" w along said North right of way line a distance of 1075.57' to the Point of Beginning of the herein described easement, thence run N 57° 49'20" E, for a distance of 36.67 feet; thence run N 00° 07'59" E, for a distance of 190.41 feet; thence run S 87°29'30" E, for a distance of 34.24 feet to the point of terminus of said centerline, said easement lying and being entirely within the lands described in radio tower lease agreement per _____.

The side lines of the above described easement are prolonged or shortened as necessary in order to form a 10 foot wide strip bounded on the south by North right of way line said Canal C-23 and on the east by the proposed fence enclosure.

Containing 2613 square feet or 0.06 acres, more or less.

Surveyors Notes

1. This description and sketch is not valid without the signature and original raised seal of the signing Florida licensed Professional Surveyor and Mapper.

2. The lands described and depicted hereon were not abstracted for ownership, easements, rights-of-way or other title matters by this firm.

3. Bearings shown hereon are relative the North Right of Way line of South Florida Water Management District (SFWMD) Canal C-23, as being S 89° 49' 19" E.

4. The description shown hereon was prepared by this firm at the direction of the client.

5. This sketch and description is certified to and for the exclusive use of MOTOROLA.

FOR REVIEW

CHARLES B. GARDINER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 5046

THIS IS NOT A SURVEY

PROJECT TITLE:
Sketch of Description
Utility Easement
City West - Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida

DATE	BY	DESCRIPTION

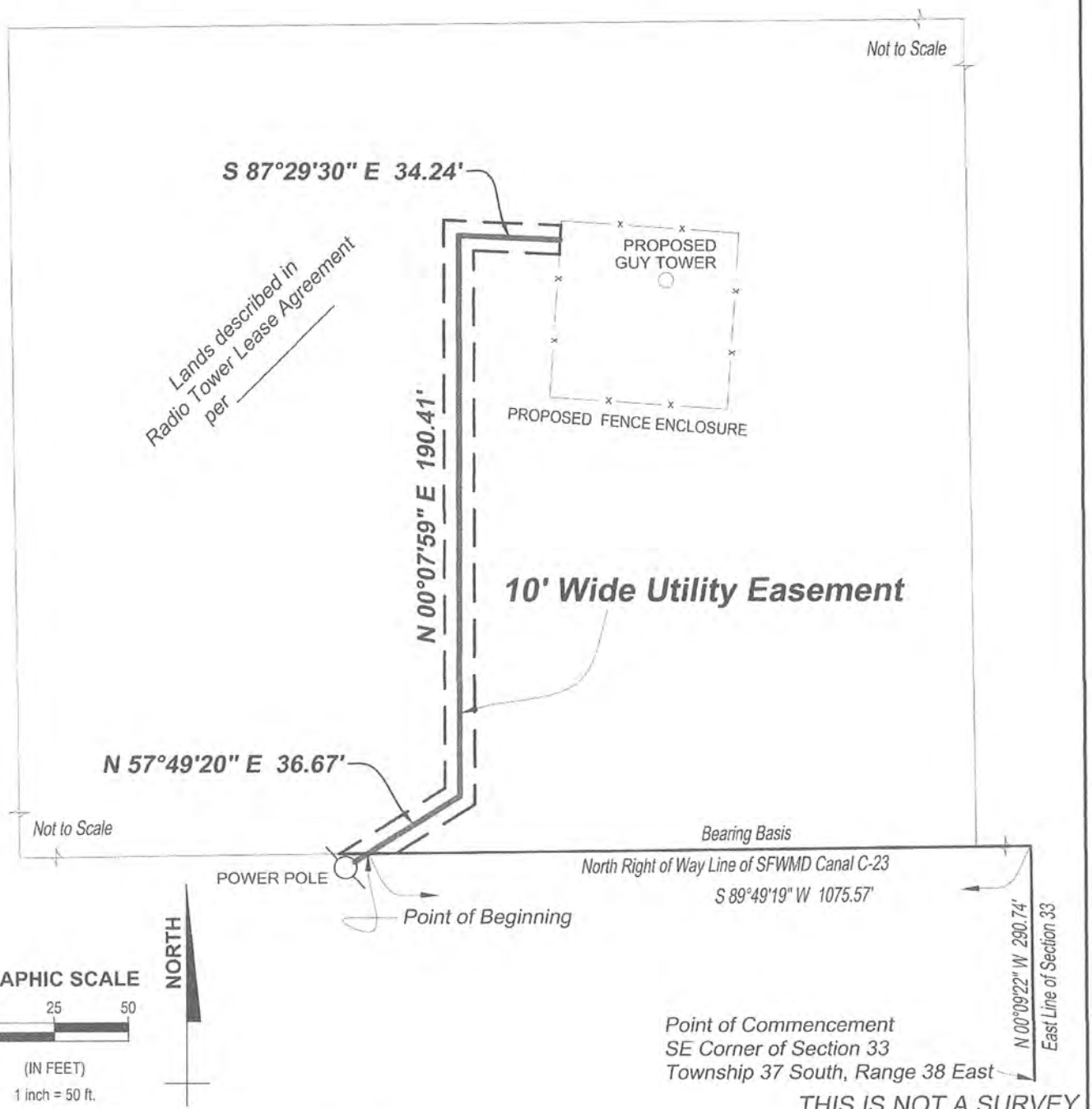
REVISION

amec foster

Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, Fl 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576

DRAWN BY: MR		CHKD. BY: CBG	
DATE: 10/13/2016		DATE: 10/13/2016	
JOB No. 6166160016	SCALE: N/A	SHT. 1 OF 2	

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 801
ESTATE: Easement
PURPOSE: Utility



THIS IS NOT A SURVEY

PROJECT TITLE:

Sketch of Description
Utility Easement
City West - Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida

DATE	BY	DESCRIPTION

REVISION

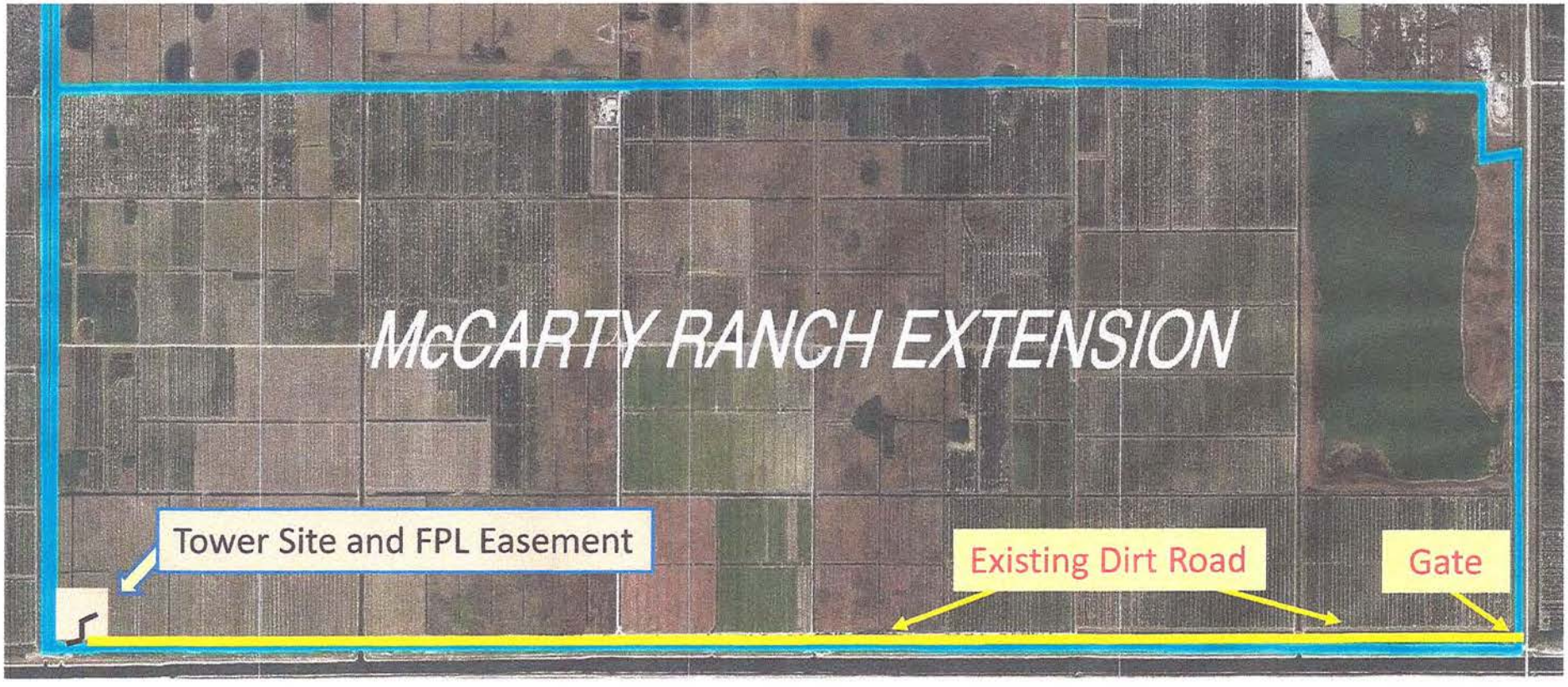
DRAWN BY: MR
DATE: 10/13/2016
CHKD. BY: CBG
DATE: 10/13/2016

JOB No. 6166160016
SCALE: 1" = 50'
SHT 2 OF 2

amec foster

Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, Fl 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576

EXHIBIT
"B"
McCarty Ranch
Ext. Easement



	N	McCarty Ranch Extension FPL Easement Location	Map Prepared by PSLUSD November 4, 2016

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 M/A

8A 5/23/16 10A 5/9/16

ORDINANCE 16-22

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

WHEREAS, the City of Port St. Lucie ("City") is the owner in fee simple of a parcel of land located in St. Lucie County ("County"), Florida; and

WHEREAS, the County seeks approval to construct a complete 800 MHZ Trunked Radio System ("Radio System") for use by the County, the City of Port St. Lucie, Martin County, and all law enforcement/public safety agencies within St. Lucie and Martin Counties; and

WHEREAS, the City has agreed to lease a portion of the property known as the McCarty Ranch Extension to the County for use as a tower site for the 300' Radio Tower.

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

Section 1. The City Council of the City of Port St. Lucie hereby ordains that the use of City-owned property for a Radio Tower benefits the residents of the City of Port St. Lucie and the public.

Section 2. That the City of Port St. Lucie City Council hereby approves the use of the City owned property for the construction and maintenance of a Radio Tower Site Lease Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. The City Manager or his designee is hereby authorized to execute the Lease Agreement and all documents associated with the access, construction or maintenance of the Lease Agreement.

Section 4. This ordinance shall become effective 10 days after adoption.

ORDINANCE 16-22

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of May, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM
AND SUFFICIENCY:

_____
Azlina Goldstein Siegel,
Interim City Attorney

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4214203 07/27/2016 03:40:12 PM
OR BOOK 3895 PAGE 403 - 416 Doc Type: AGR
RECORDING: $120.50

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

CLW-07-314

RADIO TOWER SITE LEASE AGREEMENT

THIS LEASE is entered into this 11 day of July, 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 11 day of July, 2016.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Jeffrey A. Bremer, City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 11 day of July, 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.

MARY ANN VERILLO
Notary Public - State of Florida
Commission # FF 200249
My Comm. Expires Jun 9, 2019
Bonded through National Notary Assn.

Notary Public

(Print Name of Notary)

NOTARY SEAL/STAMP

Notary Public, State of Florida

My Commission expires 06-09-2019

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Interim City Attorney

Signed, sealed and delivered
in the presence of:

Witness

Alejandra Matos
Print Name

Witness

Katrina Slay
Print Name

ST. LUCIE COUNTY, a Florida
political subdivision

By: _____
Howard Tipton, County Administrator

BCC Approved May 17, 2016

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 17 day of May, 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.

STEPHANIE BUSH
Commission # FF 196115
Expires March 27, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public

Stephanie Bush
(Print Name of Notary)

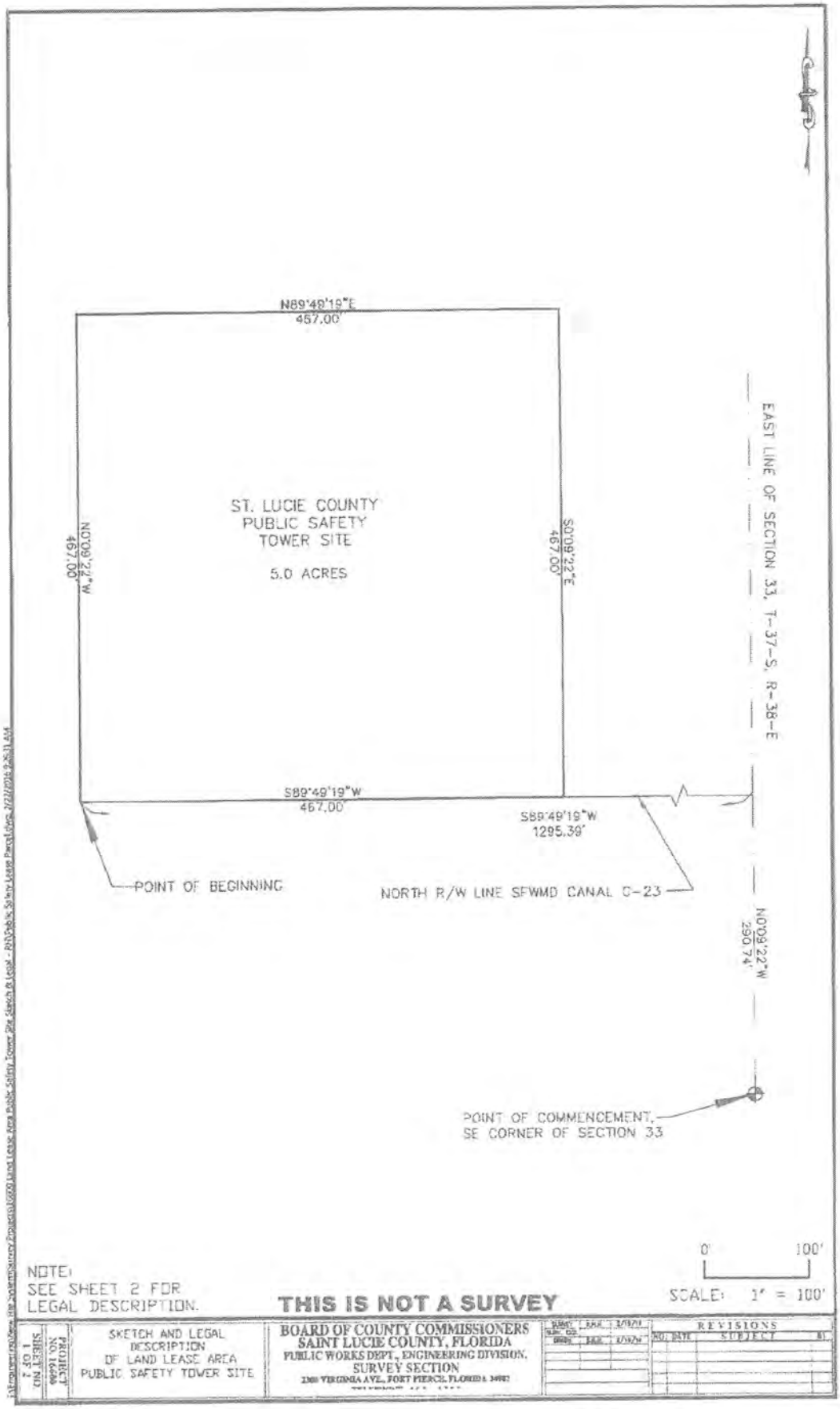
NOTARY SEAL/STAMP

Notary Public, State of FL

My Commission expires 3/27/19

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Daniel McIntyre, County Attorney


N89°49'19"E
457.00'
ST. LUCIE COUNTY
PUBLIC SAFETY
TOWER SITE
5.0 ACRES
N0°09'22"W
467.00'
S0°09'22"E
467.00'
EAST LINE OF SECTION 33, T-37-S, R-38-E
S89°49'19"W
467.00'
S89°49'19"W
1295.39'
POINT OF BEGINNING
NORTH R/W LINE SFWMD CANAL C-23
N0°09'22"W
290.74'
POINT OF COMMENCEMENT,
SE CORNER OF SECTION 33
0'
100'
SCALE: 1" = 100'
NOTE:
SEE SHEET 2 FOR
LEGAL DESCRIPTION.
THIS IS NOT A SURVEY
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
REVISIONS
SUBJECT
SHEET NO.
1 OF 2
PROJECT
NO. 16606

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 1980 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	REVISIONS

MEMORANDUM

TO: KAREN PHILLIPS, CITY CLERK

FROM: NANCY HODDE, LEGAL ASSISTANT, CITY ATTORNEY'S OFFICE

DATE: AUGUST 3, 2016

SUBJECT: MCCARTY RANCH – RADIO TOWER SITE LEASE AGREEMENT
C16-07-314

Attached please find an original Interlocal Agreement with St. Lucie County for the 800 MHz Radio Tower Site, for filing in your office.

Please feel free to contact me at ext. 5294 if you have any questions.

/nh
attach.

INTER-OFFICE MEMORANDUM
COUNTY ATTORNEY'S OFFICE
ST. LUCIE COUNTY, FLORIDA

TO:	Azlina Goldstein Siegel, Esq., Interim City Attorney, Port St. Lucie
FROM:	Stephanie Bush, Legal Assistant
C.A. NO.	16-0879
DATE:	August 1, 2016
SUBJECT:	Interlocal Agreement with the City of Port St. Lucie for the 800 MHz Radio Tower Site Lease Agreement – C16-07-314

Attached is one (1) original of the above referenced Interlocal Agreement for your records.

Thank you.

Stephanie Bush

Legal Assistant
St. Lucie County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34982
(772) 462-1420
(772) 462-1440 (fax)
bushs@stlucieco.org

/sb
Attachments

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.

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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

_____
(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

By: _____
Howard Tipton, County Administrator

_____
Witness

_____
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 Public, State of _____

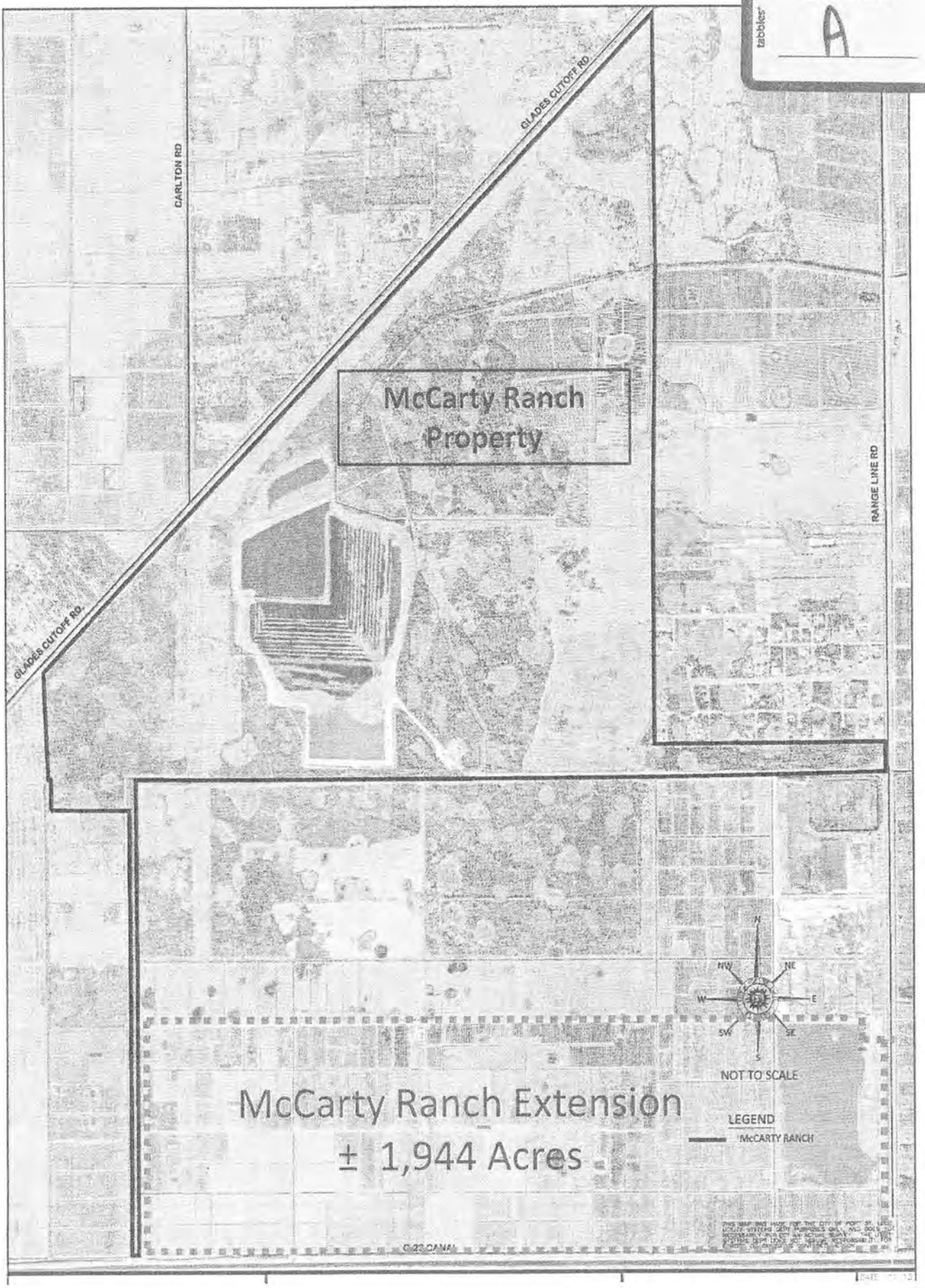
My Commission expires_____

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Daniel McIntyre, County Attorney

LOCATION MAP

EXHIBIT
A



McCarty Ranch Extension
(Indian River Grove South)

Parcel ID #s: 4236-111-0003-000-9;
4235-111-0001-000-2;
4234-111-0001-000-9; and
4233-111-0001-000-6

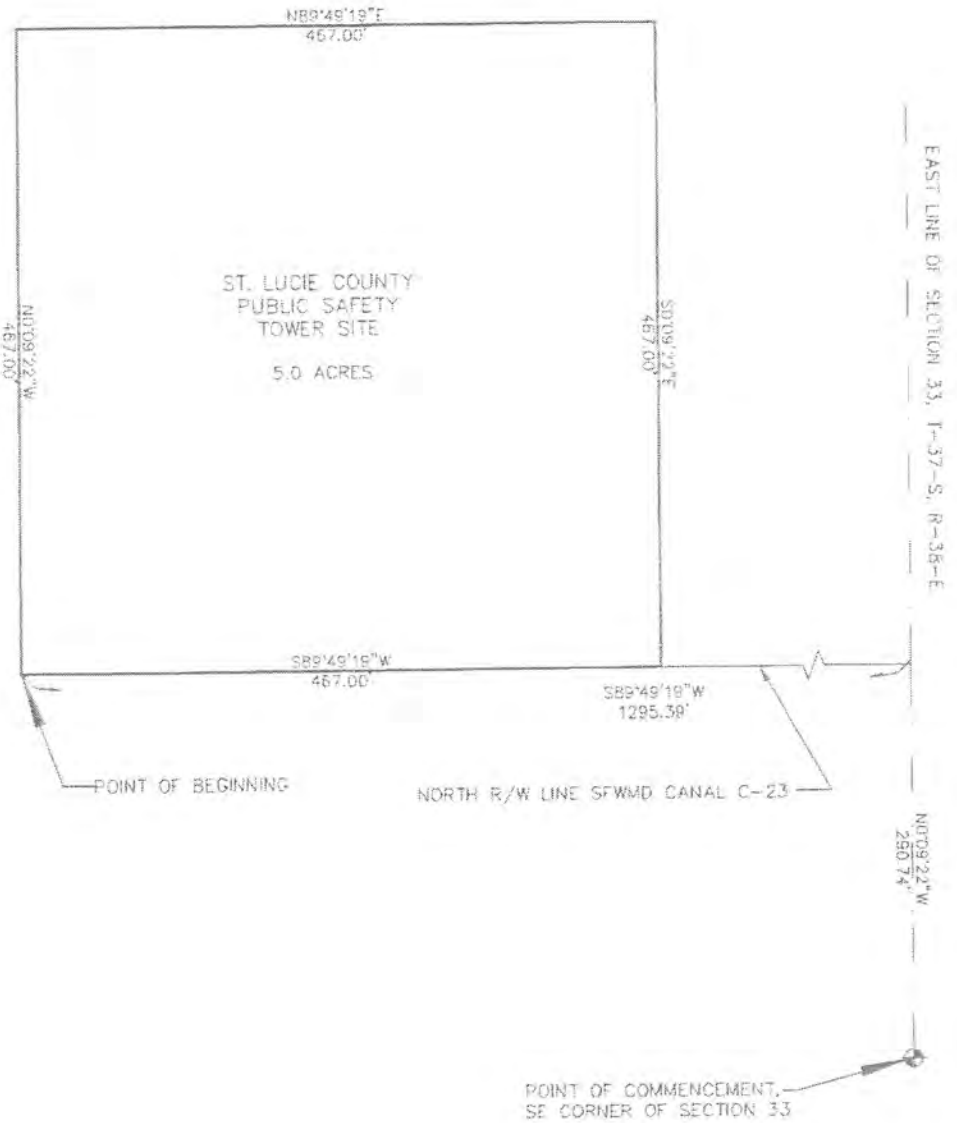
Legal Description from Survey and Schedule "A" of the Title Commitment

"A TRACT OF LAND BEING A PORTION OF TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36; THENCE NORTH 00°21'41" EAST ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 36 FOR 309.00 FEET; THENCE NORTH 89°34'04" WEST 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THAT RIGHT OF WAY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 44, PAGE 292, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°34'04" WEST ALONG A LINE BEING THE NORTHERLY RIGHT OF WAY OF THE C-23 CANAL AS SET FORTH IN OFFICIAL RECORDS BOOK 165, PAGE 367, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA FOR A DISTANCE OF 10,517.41 FEET; THENCE SOUTH 89°49'19" WEST ALONG SAID RIGHT OF WAY PER QUIT CLAIM DEED OF RE-CONVEYED LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 229, PAGE 19, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, FOR A DISTANCE OF 6538.15 FEET; THENCE NORTH 00°09'22" WEST PARALLEL TO THE EAST LINE OF SECTION 33 FOR 4965.02 FEET; THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF SECTION 33 FOR A DISTANCE OF 1295.56 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33; THENCE NORTH 89°41'27" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 34 FOR 2636.53 FEET; THENCE CONTINUE NORTH 89°41'27" EAST ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 34 FOR 2646.45 FEET; THENCE SOUTH 89°58'29" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 2653.05 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 1	PROJECT NO. 16000	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	REVISIONS NO. DATE SUBJECT BY

LEGAL DESCRIPTION: LAND LEASE TOWER SITE

A PARCEL OF LAND LYING IN SECTION 33, T-37-S, R-38-E, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, T-37-S, R-38-E; THENCE N 00° 09' 22" W ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 290.74' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1295.39' TO THE POINT OF BEGINNING; THENCE N 00° 09' 22" W AND PARALLEL WITH THE EAST LINE OF SECTION 33, T-37-S, R-38-E A DISTANCE OF 467.00'; THENCE N 89° 49' 19" E A DISTANCE OF 467.0'; THENCE S 00° 09' 22" E A DISTANCE OF 467.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 467.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY THE UNDERSIGNED SURVEYOR AND MAPPER.
3. BEARING BASE: THE EAST LINE OF SECTION 33, T-37-S, R-38-E IS TAKEN TO BEAR N 00° 09' 22" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. REFERENCES UTILIZED ARE AS FOLLOWS: PARENT TRACT LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORD BOOK 3639, PAGE 2060 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
5. SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION.

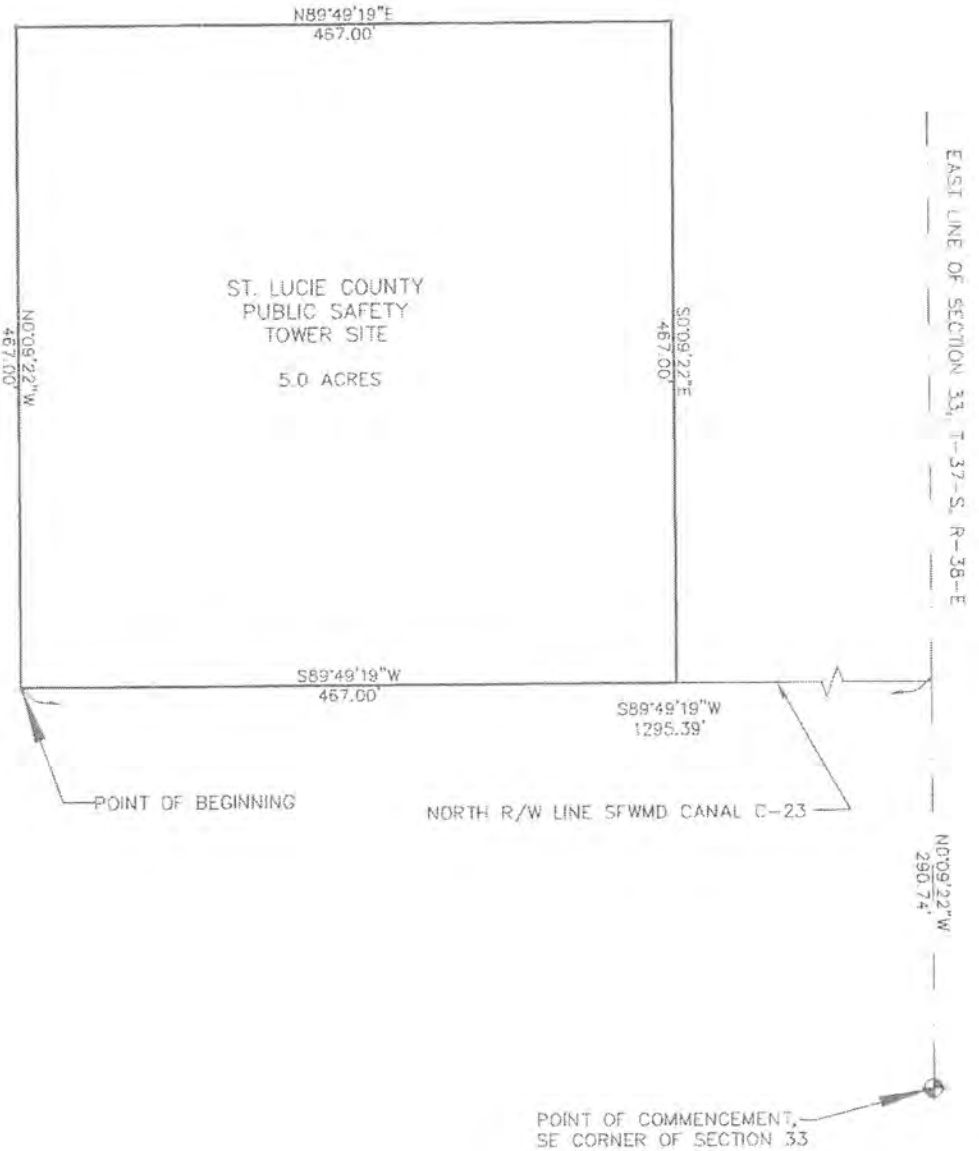
CERTIFICATE: I hereby certify that the sketch of legal description represented hereon, dated this 22nd day of Feb, 2016, is true and correct to the best of my knowledge and belief, and meets the Standards of Practice set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.072 Florida Statutes.

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

PROFESSIONAL SURVEYOR AND MAPPER
RONALD H. HARRIS
STATE OF FLORIDA NO. 4198

PROJECT NO 16-016 SURVEY NO 2007	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	REVISIONS

EXHIBIT
B



0' 100'

SCALE: 1' = 100'

NOTE:
SEE SHEET 2 FOR
LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

PROJECT NO. 16600 SHEET NO. 1 OF 2	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	BOARD OF COUNTY COMMISSIONERS SAINT LUCIE COUNTY, FLORIDA PUBLIC WORKS DEPT., ENGINEERING DIVISION, SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	SURVEY / SUPV. CKD. / DRAWN: RJDS 2/19/16; SJLM 2/19/16	REVISIONS NO. DATE SUBJECT BY

LEGAL DESCRIPTION: LAND LEASE TOWER SITE

A PARCEL OF LAND LYING IN SECTION 33, T-37-S, R-38-E, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, T-37-S, R-38-E: THENCE N 00° 09' 22" W ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 290.74' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1295.39' TO THE POINT OF BEGINNING: THENCE N 00° 09' 22" W AND PARALLEL WITH THE EAST LINE OF SECTION 33, T-37-S, R-38-E A DISTANCE OF 467.00'; THENCE N 89° 49' 19" E A DISTANCE OF 467.0'; THENCE S 00° 09' 22" E A DISTANCE OF 467.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 467.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY THE UNDERSIGNED SURVEYOR AND MAPPER.
3. BEARING BASE: THE EAST LINE OF SECTION 33, T-37-S, R-38-E IS TAKEN TO BEAR N 00° 09' 22" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. REFERENCES UTILIZED ARE AS FOLLOWS; PARENT TRACT LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORD BOOK 3639, PAGE 2060 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
5. SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION.

CERTIFICATE: I hereby certify that the sketch of legal description represented hereon, dated this 22nd day of Feb, 2016, is true and correct to the best of my knowledge and belief, and meets the Standards of Practice set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.072 Florida Statutes.

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

PROFESSIONAL SURVEYOR AND MAPPER
RONALD H. HARRIS
STATE OF FLORIDA NO. 4198

SHEET NO. 2 OF 2	PROJECT NO. 1710400	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 RJOL 2/19/16 SURV. CKD. DRAWN RJOL 2/19/16	REVISIONS NO. DATE SUBJECT BY

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Ordinance: Ordinance 16- 81, General Obligation Refunding Bonds, Series 2016

Submittal Date: 11/4/2016

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City, High Performance City Organization: Maintain a fiscally responsible level of debt.

BACKGROUND:

On June 7, 2005, 89% of the City residents who voted in a referendum approved the issuance of general obligation bonds in an amount not to exceed $165,000,000 to pay the costs of constructing a transportation corridor on West Virginia Drive, now referred to as the Crosstown Parkway.

In August, 2005, the City issued the first series of general obligation bonds in the amount of $49,285,000. In August 2006, the City issued the second series of general obligation bonds in the amount of $44,545,000. Proceeds from the two bond issues were used to acquire right-of-way and construct the following sections of the Crosstown parkway:

- Segment 2 – Floresta to Bayshore, East of the Florida Turnpike,
- Segment 3 – the bridge over the Florida Turnpike,
- Segment 4 – Cashmere to I-95, and
- Segment 5 - I-95 Interchange.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least $400,000. Based on market rates as of October 2016, the City's financial advisor estimates the City could achieve an 18%

debt service savings by refunding all of the General Obligation Bonds, Series 2005, and General Obligation Bonds Series 2006, and realize a net present value savings of $6.8 million.

Refunding all of the General Obligation Bonds, Series 2005, and General Obligation Bonds Series 2006, with proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, may provide a future cash flow savings of $9,536,985.

Current Debt Principal	Current Debt Interest	Estimated New Debt Principal	Estimated New Debt Interest	Cash Flow Savings	Net Present Value Savings
$37,700,000	$27,076,900	$34,445,000	$20,794,915	$9,536,985	$6,883,620

Actual savings will vary from the amounts above based on market rates at the time of the sale of the General Obligation Refunding Bonds, Series 2016.

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the General Obligation Bonds, Series 2005 is $10,985,000 and the outstanding principal balance of the General Obligation Bonds, Series 2006 is $26,715,000. Both Series of Bonds can be redeemed with 30 days' notice to the Bond Holders. Proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, will be used to 1) deposit funds in an escrow account to redeem the principal and pay the accrued interest of the General Obligation Bonds, Series 2005 and 2006, and 2) pay costs of issuance.

Based on market rates as of October 7, 2016, proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, would be $39,074,416. Sources and uses of funds for the refunding transaction are estimated as follows:

Sources:	
Bond Proceeds	$39,074,415
Uses:	
Deposit to Escrow Account	$38,693,979
Underwriter's Discount	$172,225
Bond Counsel	$60,918
Disclosure Counsel	$42,042
Financial Advisor	$27,334
Rating Agencies	$51,000
Miscellaneous	$26,917

Actual proceeds and costs will vary from the amounts above based on market rates at the time of the sale of the General Obligation Refunding Bonds, Series 2016.

LEGAL INFORMATION: Ordinance No. 16-81 was prepared by the City's bond counsel Nabors, Giblin & Nickerson, P.A.; said proposed Ordinance 16-81 has been reviewed and approved as to form by O. Reginald Osenton, City Attorney on November 4, 2016.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 16-81 authorizing the issuance of the General Obligation Refunding Bonds, Series 2016.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: None

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Ordinance 16 - 81

RECEIVED

NOV 0 4 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-81

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 IN ORDER TO REFUND ALL OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2005 AND GENERAL OBLIGATION BONDS, SERIES 2006, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY; AUTHORIZING THE LEVY OF AD VALOREM TAXES WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") has previously issued its General Obligation Bonds, Series 2005 (the "Series 2005 Bonds"), and General Obligation Bonds, Series 2006 ("the Series 2006 Bonds") for the principal purpose of financing costs of the Crosstown Parkway (West Virginia Drive) (the "Project").

WHEREAS, the City deems it to be in its best interests to refund all of the Series 2005 Bonds and the Series 2006 Bonds (collectively, the "Refunded Bonds") in order to achieve debt service savings for the City.

WHEREAS, the most efficient and cost-effective method of refunding the Refunded Bonds is by the issuance of the hereinafter defined Bonds secured by the Pledged Revenues (as defined herein).

WHEREAS, the principal of, redemption premium, if any, and interest on the Bonds shall be secured by and payable from the Pledged Revenues in the manner and to the extent provided in the herein defined Bond Resolution; the Bonds shall constitute general obligations of the City and shall be secured by and payable from the City's full faith and credit and taxing power, and the City shall be obligated to levy ad valorem taxes without limit on all taxable property within the City in order to pay the scheduled debt service for the Bonds, all in the manner and to the extent provided in the Bond Resolution.

SECTION 1. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Ad Valorem Taxes" shall mean the ad valorem taxes levied by the City without limit on all taxable property within the City to pay the scheduled debt service on the Bonds as authorized by the Original Ordinance and approved by a majority of the qualified electors of the City voting in the Bond Referendum Election.

"Bond Referendum Election" shall mean the bond referendum election held on June 7, 2005, approving the issuance of not exceeding $165,000,000 of general obligation bonds to finance costs of the Project, as authorized by the Referendum Resolution.

"Bond Resolution" shall mean the resolution or resolutions of the City detailing the term, forms and other provisions of the Bonds, including the repayment source and security for the Bonds and various covenants and restrictions relating to the security of the Bonds.

"Bonds" shall mean the City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016 issued by the City pursuant to this Ordinance and the Bond Resolution in one or more series.

"City" shall mean the City of Port St. Lucie, Florida, a municipal corporation established under the laws of the State of Florida.

"Council" shall mean the City Council of the City.

"Ordinance" shall mean this Ordinance adopted by the Council on the date hereof, as it may be amended and supplemented from time to time.

"Original Ordinance" shall mean Ordinance No. 05-71 enacted by the Council on April 25, 2005, as amended and supplemented from time to time.

"Pledged Revenues" shall mean (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the funds and accounts established pursuant to the Bond Resolution, except for any rebate fund or account established thereunder, including any investment earnings thereon.

"Referendum Resolution" shall mean Resolution No. 05-R21 adopted by the Council on April 4, 2005.

"Refunded Bonds" shall mean all of the City of Port St. Lucie, Florida General Obligation Bonds, Series 2005 and City of Port St. Lucie, Florida General Obligation Bonds, Series 2006, which are refunded in connection with the issuance of the Bonds.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORIZING THE REFUNDING OF THE REFUNDED BONDS. The Council hereby authorizes and approves the refunding of the Refunded Bonds in order to achieve debt service savings for the City, all in accordance with the provisions of the Bond Resolution.

SECTION 3. ISSUANCE OF THE BONDS. The Bonds are hereby authorized to be issued in the aggregate principal amount of not exceeding $40,000,000. The title and designation of the Bonds may be modified by the Bond Resolution to reflect the actual terms and series of such Bonds. The Bonds shall be issued for the principal purposes of (A) refunding the Refunded Bonds, (B) funding a debt service reserve, if required or deemed necessary or desirable by the Council or its designee pursuant to the provisions of the Bond Resolution, (C) paying for any credit enhancement for the Bonds, if required or deemed necessary or desirable by the Council or its designee pursuant to the provisions of the Bond Resolution, and (D) paying costs and expenses of issuing the Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be secured by and payable from the Pledged Revenues, as provided herein and in the Bond Resolution.

The Bonds shall be dated such date or dates, shall bear interest at such rate or rates, shall mature at such times and in such amounts as may be determined by the Bond Resolution, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions and parameters as may be established by the Bond Resolution. The Council shall determine by the Bond Resolution the form of the Bonds, the manner of executing such Bonds, and shall fix the denomination or denominations of such Bonds, the place or places and dates of payment of the principal and interest, and such other terms and provisions of the Bonds as it deems appropriate. The Bonds may be issued as capital appreciation Bonds, current interest paying Bonds, variable rate Bonds, serial Bonds, term Bonds, taxable Bonds, tax-exempt Bonds or any combination thereof, as shall be determined by the Bond Resolution. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The Council may sell the Bonds in such manner and for such price as it may determine by the Bond Resolution to be in the best interests of the City. The Bonds may be further secured by any credit enhancement as the Council or its designee by the Bond Resolution deems appropriate.

The Bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance or the Bond Resolution.

The proceeds of the Bonds shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Bond Resolution.

The Bonds shall be secured by the Bond Resolution which may include, but without limitation, provisions as to the rights and remedies of the holders of the Bonds, the application of funds and such other matters as are customary in such an instrument.

SECTION 4. TAXING POWER PLEDGED. The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal

of and interest on the Bonds. A direct annual tax without limit shall be levied upon all taxable property within the City to make such payments. Provision shall be included and made in the annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Tax shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Resolution. Pursuant to the Bond Resolution, the City shall irrevocably pledge and grant a lien on the Pledged Revenues, which shall include the proceeds of the Ad Valorem Taxes, to the payment of the Bonds.

SECTION 5. TRUST FUNDS. The Pledged Revenues received pursuant to the Bond Resolution and the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the Bond Resolution. The Pledged Revenues upon receipt thereof by the City shall be subject to the lien and pledge of the holders of the Bonds and any entity providing credit enhancement for the Bonds.

SECTION 6. REMEDIES OF BONDHOLDERS. The holders of the Bonds, except to the extent the rights herein given may be restricted by the Bond Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Bond Resolution, to be performed by the City.

SECTION 7. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 8. VALIDATION. To the extent deemed necessary or desirable by Bond Counsel, Nabors, Giblin & Nickerson, P.A., or by the City Attorney, the City Attorney is authorized to institute appropriate proceedings for validation of the Bonds pursuant to Chapter 75, Florida Statutes.

SECTION 9. GENERAL AUTHORITY. The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 10. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Council of the City of Port St. Lucie, Florida.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida this ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
O. Reginald Osenton, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., City Engineer, Interim City Manager
James E. Angstadt, P.E., Public Works Director JEA

FROM: Edith Majewski, Project Coordinator EM

Agenda Item: Resolution: LAP Agreement for Selvitz Road Sidewalk

Submittal Date: 11/7/2016 16-R84

STRATEGIC PLAN LINK: Goal 4 2016-2020 "Selvitz Road Sidewalk"

BACKGROUND: The City has requested funding from Florida Department of Transportation (FDOT) for the construction of a sidewalk along Selvitz Road. Due to right-of-way constraints, the project will consist of a 5-foot wide sidewalk from Cardinal Drive to the north side of the C-108 Canal and 6-foot wide sidewalk from the Canal to North Macedo Boulevard.

ANALYSIS: The Resolution authorizes the City Manager to enter into the FDOT LAP Agreement and that the City Staff take actions necessary to implement the terms and conditions of the Agreement.

FINANCIAL INFORMATION: The total cost of the project is estimated to be $387,249.00 with approximately $328,984.00 being made available to the City as reimbursement through this LAP Agreement. This project is budgeted in the Road & Bridge CIP Fund #304.

LEGAL INFORMATION: A Resolution has been drafted by Ella Gilbert on November 3, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval to enter into the LAP Agreement with FDOT for the construction of a concrete sidewalk on Selvitz Road.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: The east side of Selvitz Road from Cardinal Drive north to North Macedo Boulevard.

ATTACHMENTS: Staff memo, Resolution, LAP Agreement, and Location Map.

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

RECEIVED
NOV 0 6 2016
CITY MANAGER'S OFFICE

RESOLUTION 16-R84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT CONCERNING THE CONSTRUCTION OF SIDEWALK IMPROVEMENTS WITHIN AND ALONG SELVITZ ROAD FROM CARDINAL DRIVE TO NORTH MACEDO BOULEVARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie has requested the funding assistance from the State of Florida Department of Transportation ("FDOT") for the construction of sidewalk improvements along Selvitz Road from Cardinal Drive to North Macedo Boulevard (hereinafter referred to as the "Project"); and

WHEREAS, the total cost of the Project is estimated to be $387,249.00 and the majority of the financing of the Project will be through the use of Federal funds totaling approximately $328,984.00, which are being made available to the City as reimbursement for the costs associated with the construction and the Construction Engineering Inspection ("CEI") services for the Project; and

WHEREAS, the terms and conditions upon which the Federal funding assistance will be provided and the understandings as to the manner in which the City will undertake and complete the Project are formalized in the attached Local Agency Program ("LAP") Agreement; and

WHEREAS, the City desires to pursue the Project, which shall be completed on or before December 31, 2018, unless otherwise extended, and accept the funding assistance and enter into the LAP Agreement with FDOT.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THAT:

1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. The City Manager, or his designee, are hereby authorized to enter into, execute and deliver to FDOT the LAP Agreement, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A" to this Resolution, and such other documents necessary to implement the terms of said Agreement.

3. The City Manager and City Engineer, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the LAP Agreement, and accomplish the purposes set forth therein.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 14th day of November, 2016.

ATTEST:

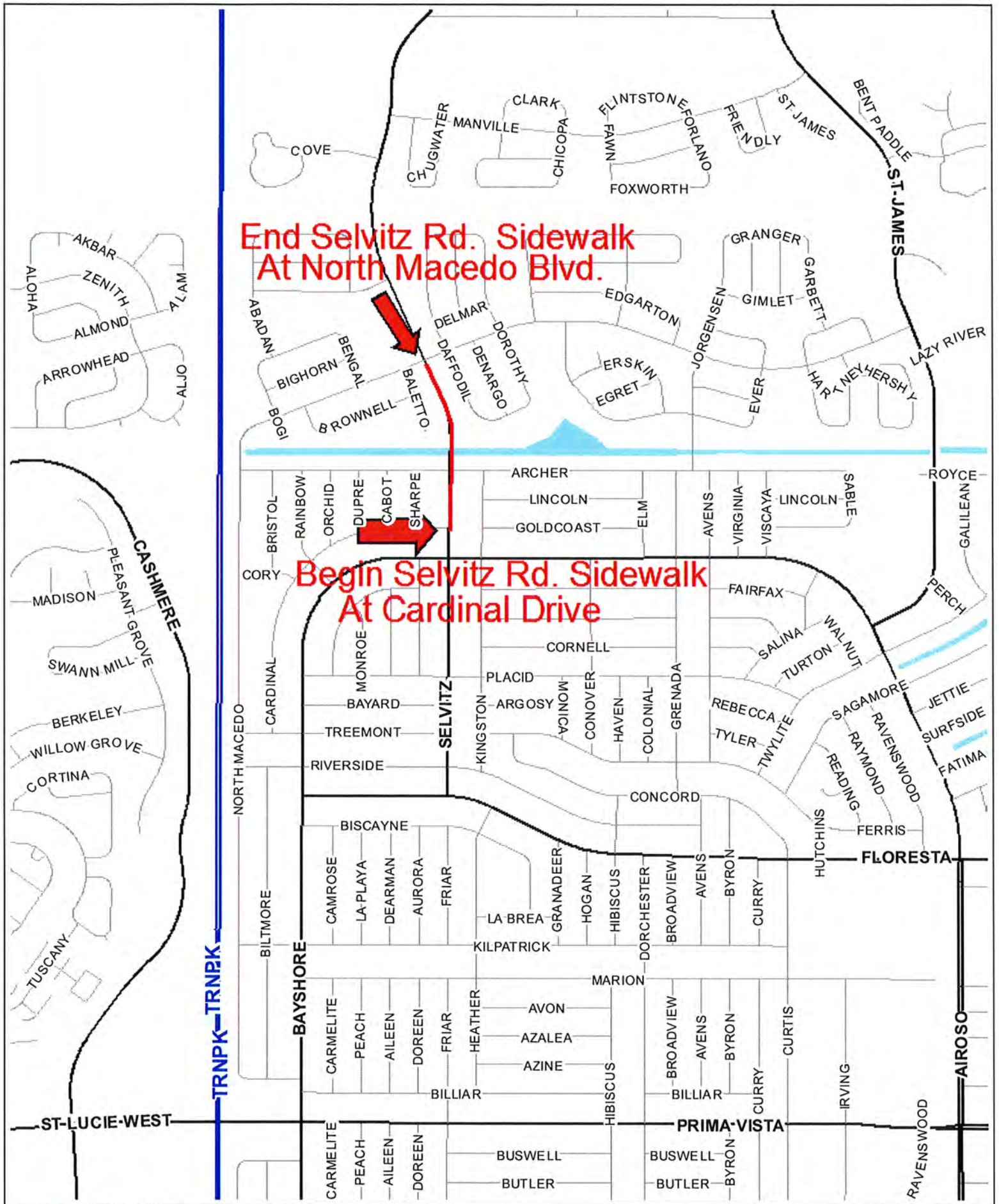
CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
O. Reginald Osenton, City Attorney



Selvitz Road

Sidewalk Project

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/1/2016

Scale:

0 0.1 0.2 0.4

mi

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 435263-1-58-01 Fund: TALT,TALU,LFP FLAIR Approp: _____
Federal No: 8886-649-A Org Code: 55043010404 FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No:94 Contract No: _____ Vendor No: F-596141662001
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 025204173
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, ____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Port St. Lucie ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated the _____ day of _____, 20__, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Selvitz Rd. sidewalk improvements from N. of Bayshore Blvd. to N. Macedo Blvd., as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before December 31, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   A. The total cost of the Project is $ 387,249.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

   B. The Department agrees to participate in the Project cost up to the maximum amount of $328,984.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

   C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. **Requisitions and Payments:**

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. **Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and 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 negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

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 State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and 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 negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

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 State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and 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.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY City of Port St. Lucie

By: _____
Name: Patricia Roebling, P.E., City Engineer
Title: Interim City Manager

Attest: _____
Title: Karen Phillips - City Clerk

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Stacy L. Miller, P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435263-1-58-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Port St. Lucie

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.370 Miles

PROJECT DESCRIPTION: Selvitz Rd. Sidewalk Improvements from N. of Bayshore Blvd. to N. Macedo Blvd.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A .
b) Design to be completed by N/A .
c) Right-of-Way requirements identified and provided to the Department by N/A .
d) Right-of-Way to be certified prior to advertising for construction (All Phase 58 LAPS)
e) Construction contract to be let by 3/13/2017.
f) Construction to be completed by 12/31/2018.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: N/A

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 435263-1-58-01
City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, Fl. 34984	

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY:				
FY:				
FY:				
Total Design Cost				
Right-of-Way - 48 FY:				
FY:				
FY:				
Total Right-of-Way Cost				
Construction-58 FY: 2016 - 2017	$387,249.00	$58,265.00		$328,984.00
FY:				
FY:				
FY:				
Total Construction Cost	$387,249.00	$58,265.00		$328,984.00
Construction Engineering and Inspection (CEI) - 68 FY:				
FY:				
FY:				
Total CEI Cost				
Operations – 88 FY:				
FY:				
FY:				
Total Operations Costs				
TOTAL COST OF THE PROJECT	$387,249.00	$58,265.00		$328,984.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmenlwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively 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 contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, 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 Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor 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, or sex.

(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* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and 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,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or 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, or

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 (7) in every sub-contract, 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 sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, 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 whose 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 USC § 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 of 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).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$328,984.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FEDERAL-AID PROJECT FUNDING REQUEST

DATE _____

AGENCY City of Port St. Lucie

FEDERAL-AID PROJECT NUMBER 8886-649-A

FIN NUMBER 435263-1-58-01

STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE Selvitz Rd. Sidewalk Improvements
Termini 1: from N. of Bayshore Blvd. to N. Macedo Blvd. Length: 0.370 Miles

WORK PHASE: ☐ PLANNING ☐ ENVIRONMENTAL ☐ DESIGN ☒ CONSTRUCTION ☐ RIGHT OF WAY

AWARD TYPE: ☒ LOCAL ☐ LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.
EIS approved on: _____ and reevaluated on: _____
EA /FONSI approved on: _____ and reevaluated on: _____
Categorical Exclusion:
Programmatic Categorical Exclusion determination on: _____
Type I Categorical Exclusion determination on: 8/22/2016
Type II Categorical Exclusion determination on: _____
Categorical Exclusion Reevaluation on: _____

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year	
PLANNING							
PD&E							
DESIGN							
CONST.	$387,249.00	$58,265.00	$0.00	$328,984.00	85		
CEI	$0.00	$0.00	$0.00	$0.00	0		
TOTAL	$387,249.00	$58,265.00	$0.00	$328,984.00	85		

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)
Roadway Width: 10' -20' travel lanes Number of Lanes 2
Bridge Number(s) on Project One

DESCRIPTION OF PROPOSED WORK ☐ New Construction ☐ 3-R ☒ Enhancement ☐ Congestion Mitigation
Sidewalk
Roadway Width 12' travel lanes Number of Lanes 2 and Varies
Bridge Numbers(s) on Project One

LOCAL AGENCY CONTACT PERSON James E. Angstadt, P.E.	TITLE: Public Works Director
MAILING ADDRESS: 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	PHONE: 772-871-5175
AGENCY City of Port St. Lucie	ZIP CODE: 34984

LOCATION AND DESIGN APPROVAL:

BY: _____
Approving Authority

TITLE: Public Works Director DATE: _____

AGENCY:	PROJECT TITLE:	DATE:
City of Port St. Lucie	Selvitz Rd. Sidewalk Improvements from N. of Bayshore Blvd. to N. Macedo Blvd.	

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

An Environmental Determination was completed and approved for the Project.

RIGHT OF WAY AND RELOCATION:

No Right of Way acquisition is required for the Project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: City of Port St. Luce

DATE: _____

By: _____

Patricia Roebling, P.E. City Engineer,
Interim City Manager

COUNCIL ITEM 11B
DATE 11/14/16

MEMORANDUM

TO: PATRICIA ROEBLING, INTERIM CITY MANAGER
O. REGINALD OSENTON, CITY ATTORNEY

FROM: GREGORY J. ORAVEC, MAYOR

SUBJECT: REQUEST FOR AN AGENDA ITEM—RESOLUTION SUPPORTING INDIAN RIVER STATE COLLEGE'S CANDIDACY FOR THE 2017 ASPEN PRIZE

16-R85

DATE: NOVEMBER 8, 2016

Pursuant to Section 4(b) of the City of Port St. Lucie Rules of Council, the agendas for all regular and special meetings of the City Council are prepared at the direction of the City Manager. Accordingly, this memorandum serves to request that a proposed resolution supporting Indian River State College's candidacy for the 2017 Aspen Prize be scheduled for the regular City Council meeting of November 14, 2016.

Attached, please find a draft resolution for the City Attorney's consideration and associated back up material.

If you have any questions or wish to discuss this matter in further detail, please do not hesitate to contact me.

c: Vice Mayor, City Council & Council-elect

RECEIVED
NOV 0 8 2016
CITY MANAGER'S OFFICE

[Disclaimer: A councilperson may send a written report to other councilpersons on a subject that will be discussed at a public meeting without violating the Sunshine Law, if prior to the meeting, there is no interaction related to the report among the councilpersons and the report, which must be maintained as a public record, is not being used as a substitute for action at a public meeting. However, another councilperson's response to such a report, which outlines his/her position, can be "problematical" and should be discouraged. Accordingly, this communication is being provided for your information only and should not initiate an exchange outside of the Sunshine. Any discussion or reply should occur at a duly noticed public meeting. (Source: Government-In-The-Sunshine Manual)]

RESOLUTION NO. 16-R85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, COMMENDING INDIAN RIVER STATE COLLEGE FOR ITS LEADERSHIP IN HIGHER EDUCATION AND THE PROVISION OF EXCELLENT, ACCESSIBLE, AFFORDABLE EDUCATIONAL OPPORTUNITIES FOR OUR CITIZENS; SUPPORTING ITS CANDIDACY FOR THE ASPEN PRIZE FOR COMMUNITY COLLEGE EXCELLENCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Indian River State College (IRSC) has been nationally recognized for excellence as a Top Ten Finalist for the prestigious Aspen Prize for Community College Excellence; and

WHEREAS, IRSC has earned this distinction in consecutive Aspen Prize cycles, first earning the Top Ten designation in 2015; and

WHEREAS, there are approximately 1,000 public institutions eligible for the award nationally and approximately one percent reach this point in the competition; and

WHEREAS, IRSC was commended for college-wide commitment to student success, delivering programs aligned with community needs, as a model for colleges across the country; and

WHEREAS, IRSC sees an astonishing 94% of its graduates go on to find employment or continue their pursuit of higher education; and

WHEREAS, IRSC is highly valued as a resource for workforce and economic development, with IRSC graduates typically earning more than twice the average entry wage in the four-county service area; and

WHEREAS, we commend IRSC for its leadership in higher education and provision of excellent educational opportunities for our citizens, resulting in their career advancement, higher income and a better quality of life.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie, as follows:

Section 1. The recitals in the whereas clauses are true and incorporated into this Resolution.

Section 2. The City Clerk of the City of Port St. Lucie is hereby directed to forward a certified copy of this Resolution to IRSC.

Section 3. This Resolution shall become effective immediately upon its adoption.

RESOLUTION NO. 16-R85

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 14th day of November, 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: _____
O. Reginald Osenton, City Attorney

INDIAN RIVER STATE COLLEGE

Institutional Advancement Department

EMBARGOED UNTIL 12 A.M. TUESDAY, SEPTEMBER 13

Contact: Michelle Abaldo
Director of Institutional Advancement
O - (772) 462-7265 C - (772) 519-1123
mabaldo@irsc.edu

INDIAN RIVER STATE COLLEGE NAMED TOP TEN NATIONAL FINALIST FOR 2017 ASPEN PRIZE FOR COMMUNITY COLLEGE EXCELLENCE

Fort Pierce, FL – September 13, 2016 – Indian River State College was named today as a top-ten national finalist for the prestigious Aspen Prize for Community College Excellence, America's most respected and selective recognition of high achievement among community colleges.

After a rigorous review of the College's performance, IRSC was selected as one of ten Prize finalists from a pool of more than 1,000 colleges nationwide. This marks the second time IRSC has been selected as a top ten finalist for the $1 million prize.

"Our second consecutive selection as a top-ten finalist for the Aspen Prize is a tremendous honor, and one which reflects IRSC's sustained commitment to student success," said Dr. Edwin R.. Massey, IRSC President. "Reaching the final round of this competition brings national attention to our college and community, and more importantly, allows us to showcase an excellent model for delivering education that meets workforce and economic development needs."

As part of the Prize process, the Aspen Institute assesses college achievement in student learning, certificate and degree completion, high rates of employment and earnings for graduates, and access and success for minority and low-income students.

"Indian River State College's efforts to get and keep students on clear program pathways aligned with labor market needs serves as a model for community colleges across the country," said Joshua Wyner, Executive Director of the Aspen Institute's College Excellence Program in Washington, D.C. "IRSC students have access to advisors that guide them from their first day through graduation,

helping them define goals, map the most direct routes to achieving them, and continually chart their progress."

The Top-Ten announcement was made today at the River Rally, a celebratory event at the IRSC Main Campus. The event was shared with branch campuses through Facebook Live.

IRSC accomplishments contributing to the recognition include:
Learning and Degree Completion – The 2015-2016 class of 3,719 graduates was the largest in IRSC's 56-year history, representing a 22% increase over last year.

Employment and Earnings – 94.1% of IRSC graduates find employment or continue their education, typically earning more than twice the average entry wage in the four-county area

Affordability and Access – IRSC is designated as the 3rd Most Affordable College in the U.S. by the Department of Education, with no tuition increase in four years. 36% of students receive Pell Grants they don't have to pay back and over $3 million in scholarships is awarded annually through local donations to the IRSC Foundation. The focus on access has resulted in increases in completion rates for Hispanic and African American students.

The $1 million prize will be awarded in March 2017 in Washington, D.C. to the winner and up to four finalists with distinction. Two Florida colleges, Indian River State College and Broward College have been named finalists for a second time. The 2017 Aspen Prize Finalists, listed in alphabetical order are:

Anoka-Ramsey Community College – Coon Rapids, MN
Broward College – Fort Lauderdale, FL
Chaffey College – Rancho Cucamonga, CA
Indian River State College – Fort Pierce, FL
Lake Area Technical Institute, Watertown, SD
Northeast Community College – Northeast, NE
Odessa College – Odessa, TX
Pasadena City College – Pasadena, CA
San Jacinto College – Pasadena, TX
West Kentucky Community and Technical College – Paducah, KY

# # #

Indian River State College is a public, comprehensive college serving Florida's Treasure Coast with campuses in Fort Pierce, Okeechobee, Port St. Lucie, Stuart and Vero Beach. IRSC has earned a statewide and national reputation for quality, innovation and responsiveness to community needs, inspiring over 30,000 people to enroll in courses, training and enrichment each year. Every aspect of IRSC is focused on student success with small classes, personalized guidance, convenient campuses and online programs. IRSC is ranked as the 3rd Most Affordable College in the country by the U.S. Department of Education. Based on the College's strong commitment to student success, IRSC has been named a Top-Ten Nationalist Finalist for the prestigious Aspen Award in 2015 and 2017 and selected as an Achieving the Dream Leader College. For more information, visit www.irsc.edu

The Aspen Prize is funded by the Joyce Foundation, the Siemens Foundation and the Kresge Foundation.

The Aspen Institute's College Excellence Program aims to advance higher education practices, policies and leadership that significantly improve student outcomes. Through the Aspen Prize for Community College Excellence, the New College Leadership Project, and other initiatives, the College Excellence Program works to improve colleges' understanding and capacity to teach and graduate students, especially the growing population of low-income and minority students on American campuses. For more information, visit www.aspeninstitute.or/college-excellence.

THE ASPEN INSTITUTE
ASPEN PRIZE
FOR COMMUNITY COLLEGE EXCELLENCE
TOP 10
2017

INDIAN RIVER STATE COLLEGE

TOP TEN NATIONAL FINALIST
2017 ASPEN PRIZE
For Community College Excellence

America's most respected and selective recognition for achievement in community and state colleges

2nd time in-a-row Back to-Back finalist

IRSC was selected from a pool of over 1,000 colleges for their focus on student success

"Our second consecutive selection as a top ten finalist for the Aspen Prize is a tremendous honor, and one which reflects IRSC's sustained commitment to student success. Reaching the final round of this competition brings national attention to our college and our community, and more importantly, allows us to showcase an excellent model for delivering education that meets workforce and economic development needs."

Dr. Edwin R. Massey, IRSC President

LEARNING & DEGREE COMPLETION

3,719 graduates in **2015/16** – the largest graduating class in IRSC's 56 – year history

22% INCREASE Over last year and record class sizes every year

EMPLOYMENT & EARNINGS

$40,928 average entry wage – more than twice the average entry wage in the four-county region

94.1% of IRSC graduates find employment or continue their education

6% Increase in completion rates for Hispanic students

8% increase for African Americans

AFFORDABILITY & ACCESS

3rd Most Affordable College in the U.S.

Over $3 million in scholarships awarded through local donations by IRSC Foundation

36% of students receive Pell Grants they don't have to pay back

IRSC
INDIAN RIVER STATE COLLEGE

#ASPENPRIZE

Indian River State College
Top Ten National Finalist

SHARE OUR EXCITEMENT...
IRSC was selected from more than 1,000 colleges for focus on student success – a back-to-back finalist for the 2nd time in a row!

SUPPORT THIS HONOR FOR IRSC AND THE TREASURE COAST...

- **Get the word out on your marquee**
  Congratulations IRSC – Top Ten National Finalist for Excellence
- **Share the news on social media**
  #AspenPrize
  Create your own post or share from IRSC Facebook, retweet from our Twitter or Repost from our Instagram
- **Post the desk-top display in your lobby**
- **Share the flyers and pads**
- **Spread the word in your newsletter (copy below)**

Indian River State College Named Top Ten Finalist for Aspen Prize for Community College Excellence

IRSC was named as a top ten finalist for the prestigious Aspen Prize for community college excellence, the nation's respected recognition of high achievement and performance in state and community colleges.

IRSC was selected from a pool of more than 1,000 colleges nationwide, marking the second time the Treasure Coast college has received this honor.

"Indian River State College's efforts to get and keep students on clear program pathways aligned with labor market needs serves as a model for community colleges across the country," said Joshua Wyner, Executive Director of the Aspen Institute's College Excellence Program in Washington, D.C.

The program assesses achievements in student learning, certificate and degree completion, employment and earnings of graduates, and access and success for minority and low-income students.

THANK YOU FOR SUPPORTING HIGHER EDUCATION ON THE TREASURE COAST

COUNCIL ITEM 12A
DATE 11-14-16

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Kaizen Management Solutions
Reference: Pinellas County
Fax #: (727) 464-5858
Email: rpeacock@pinellascounty.org
Telephone #: (727) 743-4031
Person to contact: Robert Peacock

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning. David Scott

Any issues with team or firm? No -

How many years has this firm conducted the Strategic Plan for your agency? 6

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism 10
Cooperation 10
Timeliness 10
Communication 10
Reliability 10

Would you contract with this Consultant again? Yes [✓] No [ ] Maybe [ ]

Comments:
He was Executive Director of D.Ed.

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

Please fax response to: 772-871-7337
or email to:
ombsecretary@cityofpsl.com

Vickie Smith

From: Albert Childress (CM) <Albert.Childress@cityofdoral.com>
Sent: Thursday, November 10, 2016 9:51 AM
To: OMB Secretary
Cc: Lourdes Lopez (CM)
Subject: Herb Marlowe Analytica - RFP 201600172

Good Morning,

This e-mail is in response to a fax we received concerning the above Vendor.

We have used Mr. Herb Marlowe for the past 2 years as our Strategic Planning Consultant.
We plan to use him again in 2017. He has done an excellent job for us and has been highly praised by the entire City Council.
I highly recommend Mr. Marlowe without any hesitation.

If you should need anything further, please do not hesitate to contact me.
Enjoy the rest of you week.

Respectfully,

Albert P. Childress, M.B.A., M.P.A., ICMA-CM
Deputy City Manager
City Manager's Office

City of Doral
8401 NW 53rd Terrace
Third Floor
Doral, FL 33166
T (305) 593-6698 (Direct)
Albert.Childress@cityofdoral.com
www.cityofdoral.com

*The City of Doral is on **Twitter** and **Facebook**!*

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Herb Marlowe, Analytica
Reference: __Eric Johnson, Asst County Manager, Strategic Planning, Hillsborough County_____ Fax #: No longer use fax machines____
Email: _____johnsone@hillsboroughcounty.net_____ Telephone #: _____813 272 6582__
Person to contact: _____Eric Johnson_____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months. Herb Marlowe

The personnel of the firm that was the team for the planning. Herb Marlowe - Principal
Mary Gamble

Any issues with team or firm? No. We continue to work with Mary. Herb did such a good job we worked with him for several years.

How many years has this firm conducted the Strategic Plan for your agency? 3

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism 10 Communication 10
Cooperation 10
Timeliness 9 Reliability 10

Would you contract with this Consultant again? Yes [✓] No [ ] Maybe [ ]
Comments: He is like the horse whisperer with elected officials. He can talk to anyone. He makes everyone comfortable.

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: James Anaston-Karas
Reference: Muskogee and Opa-locka Strategic Plans Fax #: (562) 806-7709
Email: hbrown@cityofbell.org Telephone #: (305) 788-9647 or (323) 771-9473
Person to contact: Howard Brown, Jr., City Manager, ICMA-CM, City of Bell, CA (former Muskogee City Manager and Community Development Director, Opa Locka)

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.
Jim Anaston-Karas
The personnel of the firm that was the team for the planning.
Jim Anaston-Karas
Any issues with team or firm?
There were no issues with the team or firm.
How many years has this firm conducted the Strategic Plan for your agency?
The firm has provided strategic planning for me in two different jurisdictions ranging from 2011 - 2015.
How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism 10 Communication 10
Cooperation 10
Timeliness 10 Reliability 10

Would you contract with this Consultant again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

Please fax response to (772) 871-7337
or email to: ombsecretary@cityofpsl.com

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: James Anaston-Karas
Reference: City of Stuart Fax #: _____
Email: pnicoletti@ci.stuart.fl.us Telephone #: (772) 288-5312
Person to contact: Paul Nicoletti,Esq. City Manager or Hon.. Eula Clarke (former Mayor)

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months. James Anaston-Karas

The personnel of the firm that was the team for the planning.

Any issues with team or firm? No.

How many years has this firm conducted the Strategic Plan for your agency? 7-8 mos.

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism 9
Cooperation 9
Timeliness 8
Communication 9
Reliability 9

Would you contract with this Consultant again? Yes [✓] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

Please fax response to: (772) 871-7337 or email to: ombsecretary@cityofpsl.com

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: James Anaston-Karas
Reference: Town of Miami Lakes Strategic Plan Fax #:
Email: reya@miamilakes-fl.gov Telephone #: (305) 905-3700
Person to contact: Alex Rey, Town Administrator; Assistant Town Manager Andrea Agha

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months. James Anaston-Karas

The personnel of the firm that was the team for the planning.

Any issues with team or firm? Turnover in governing board while working on the project - he did a great job navigating the issues.

How many years has this firm conducted the Strategic Plan for your agency? 1.5 years

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism 10 Communication 8
Cooperation 10
Timeliness Early - Always 10 Stayed dated Reliability 10

Would you contract with this Consultant again? Yes [ ] No [✓] - only because we are no longer using a strategic plan Maybe [ ]

Comments:
Would have liked more guidance from him.

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

Please fax response to: (772) 871-7337
or email to: ombsecretary@cityofpsl.com

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Kevin Knutson and Jacquelyn McCray
Reference: Parkland, Florida Strategic and Business Planning Fax #:
Email: cgardnervoung@cityofparkland.org Telephone #: 954-753-5040
Person to contact: Ms. Caryn Gardner-Young, AICP, City Manager

Please fax response to: (772) 871-7337
or email to: ombsecretary@cityofpsl.com

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months. Kevin Knutson

The personnel of the firm that was the team for the planning. Kevin Knutson

Any issues with team or firm? No

How many years has this firm conducted the Strategic Plan for your agency? ~~One~~ two year

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism	10	Communication	10
Cooperation	10	Reliability	10
Timeliness	10		

Would you contract with this Consultant again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Amy Paul and Jacquelyn McCray
Reference: Port Orange, Florida Strategic Planning Services Fax #:
Email: arosen@port-orange.org Telephone #: 386-506-5501
Person to contact: Mr. Alan Rosen, Assistant City Manager

Please fax response to (772) 871-7337
or email to: ombsecretary@cityofpsl.com

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months. Mgmt Partners

The personnel of the firm that was the team for the planning.

Any issues with team or firm? No. Very Responsive.

How many years has this firm conducted the Strategic Plan for your agency? 1

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism	10	Communication	10
Cooperation	10	Reliability	10
Timeliness	10		

Would you contract with this Consultant again? Yes [✓] No [ ] Maybe [ ]

Comments:
I was previously employed by Mgmt Partners, but not in Strategic Planning

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 12A
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: Cheryl Shanaberger, Director, Procurement Management Department

Agenda Item: Discussion: SRFP #20160172, Strategic Planning Consultant

Submittal Date: 11/4/2016

STRATEGIC PLAN LINK: Goals 2020, Goal #1, Financially Sound City, High Performance City Organization, Management in Progress, Strategic Plan Update

BACKGROUND: Per request by City Council, a Request for Proposal was issued to procure a firm to provide strategic planning services for the City. The request was advertised on October 12, 2016 to one thousand, one hundred and eighty-seven (1,187) suppliers with thirty-eight (38) requesting documents. The City received three (3) responses on November 1, 2016 at 2:00:00 P.M.

ANALYSIS: All firms are deemed responsive and meet the minimum requirements.

FINANCIAL INFORMATION: Funding is in the General Fund, City Manager Department, Professional Services

LEGAL INFORMATION: Approved as to form by Ella Gilbert on September 8, 2016.

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: Three proposals have been submitted to the City Council for review, discussion and firm selection or rejection of Request for Proposal.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Summary, Bid Tab, Guidelines for using RFP Evaluation Form, Score Sheets, Request for Proposal, Three (3) 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

NOV 0 4 2016

CITY MANAGER'S OFFICE

Submittal Summary of Request for Proposal

"A City for All Ages"

RFP #20160172 Strategic Planning Consultant

"A City for All Ages"

CITY OF PORT ST. LUCIE

Procurement Management Department

MEMORANDUM

Outstanding Agency Accreditation Achievement Award NIGP

Date: *November 4, 2016*

To: *City Council City Council Elect (The Selection Committee)*

Thru: *Patricia Roebling, Interim City Manager*

From: *Cheryl Shanaberger, MPA, CPPO*

Re: *Submittal Summary of Request for Proposal (RFP) #20160172 Strategic Planning Consultant*

The attached package is being presented to you as a member of The Selection Committee for your evaluation and selection of a firm to facilitate the updating of the City's Strategic Plan. The packet includes the Request for Proposal document, Bid Tabulation, Guidelines for using RFP Evaluation Form, Score Sheets and three (3) proposals.

The Guidelines for using the RFP Evaluation Form and the Score Sheets are being provided to City Council and City Council Elect for convenience only and may be used at the discretion of each Committee Member. The purpose of offering the score forms is to include all the tools available to assist the Committee in the selection of a firm. The use of the Score Sheets is optional. The Selection Committee has the authority to consensus rank and select the firm of their choice without using the Score Sheets during the public meeting.

If you have any questions please feel free to contract me.

Attachments: SRFP#20160172 Package

121 S.W. Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099 (772) 871-5223 Fax (772) 871-7337

"A City for All Ages"

CITY OF PORT ST. LUCIE

Electronic Request for Proposal for #20160172
(RFP)

Strategic Planning Consultant

Prepared By:
Cheryl Shanaberger
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
Cheryls@cityofpsl.com

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INVITATION TO E-BID

This is an Electronic Request for Proposal (RFP) #20160172. The City of Port St. Lucie (City) is seeking a Strategic Planning Consultant.

Proposals for the project will be received by the City of Port St. Lucie, via Demandstar or via email to purch@cityofpsl.com, in the Procurement Management Department, no later than **November 1, 2016 at 2:00:00 P.M. EST.**

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. All must be contained in one (1) PDF file, and in the order specified under title **SUBMITTAL OF Bid subpart D & E**. 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) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

All questions related to the Request for Proposal must be directed to Cheryl Shanaberger in the Procurement Management Department. She can be reached at (772) 871-7390. Questions shall be submitted in writing, at least **five (5)** days prior to the RFP opening, if possible. Questions may be emailed to Cheryls@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Shanaberger is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request for Proposals **(up to and including the Mayor and City Council)**, from the request of solicitation of the proposal to the time an award decision has been made, and a Contract has been executed.

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

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

Documents required for this E-Bid: Completed Questionnaire, W9, current Certificate of Insurance, Drug Free Workplace Form, Vendor Code of Ethics, Three Reference Forms, and Checklist.

INTENT **City of Port St. Lucie**

The City of Port St. Lucie, Florida (City), is seeking proposals from qualified proposers, hereinafter referred to as the Consultant, to facilitate the revisions to the City's comprehensive Strategic Plan. The consultant is not expected to revise the Strategic Plan, but rather work with the City, its officials and City Staff to facilitate the

revision and update of the current Strategic Plan.

The intent of this procurement and the goal of the City is to procure a Consultant that provides a dynamic and modern approach for the Strategic Planning process. The method used by the Consultant may include strategic planning software that may provide data and metrics throughout the year. The City's current Strategic Plan is in the "Achieve It" program format. Upon completion of the work under this RFP and the strategic planning process, the City will have a revised Strategic Plan that articulates the City's future direction and is a guide to future decision making including resource allocation.

The Strategic Plan to be developed must ensure that the organization works toward common goals, that potential internal problems are identified before action is taken and resources are committed, that change is managed effectively, that the organization utilizes proactive rather than a reactive management, that there is a process of continuous improvement, and that the organization's performance is measured against established City' goals.

The City's current Strategic Plan may be viewed at this web address http://www.cityofpsl.com/city-council/strategic_plan_offers_residents_a_preview_of_port_st_lucies_future.html
Also, please send an email to purch@cityofpsl.com if you would like access to the City's current Strategic Plan that is in the "Achieve It" program format.

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. The City incorporated in 1961 and is the largest City in the county and region. The City has been one of the fastest growing cities in Florida. The City is approximately 121 square miles with a current population of over 179,000 full time residents, and over 200,000 during the winter season. The growth is due to several reasons related to the quality of life including access to Interstate 95 and the Florida Turnpike and regional attractions, beautiful beaches nearby and a warm Florida climate. There are various economic and recreational opportunities in the area. The average age is 37, which is a reflection of the family orientation of the City, hence, the motto "A City for All Ages".

Complete information concerning the City, including the City codes and ordinances, all departments, financials and budget, is available on the City's web site at www.cityofpsl.com. The City provides Police, Parks and Recreation, Building, Code Enforcement, Animal Control, Public Works and Water and Sewer services.

SUBMITTAL OF E-BID

All proposals shall be submitted by completing and returning the Questionnaire. The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic via DemandStar and be contained in one (1) file and in the order listed and no larger than twenty (20), 81/2 by 11 pages. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160172 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 Documents in one (1) pdf file and in this order; Questionnaire for E-BID #20160172, (including all word documents and in the order requested) W9, current Certificate of Insurance, Drug Free

Workplace form, Vendor Code of Ethics, three Reference forms, and Checklist onto DemandStar by the due date and time.

E. Enter zero on the web page for cost or you will receive an error message and your submittal will be denied.

F. The submittal button at the bottom of the page must be selected to complete the Bid response.

G. You may request the proposal by sending an email to purch@cityofpsl.com and also submitting your proposal to purch@cityofpsl.com by the due date and time.

***** Only electronic replies are required. No hard copies will be accepted*****
Please try to limit file submittal to no more than 1.5 mb.

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

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

TENTATIVE SCHEDULE

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	October 12 , 2016
Proposal Due	November 1, 2016 @ 2:00:00 p.m. EST
Evaluation Committee Meeting *	November 14, 2016 starting at 7:00 p.m. EST
Presentation (if requested) *	November 28, 2016 starting at 7:00 p.m. EST
Contract Negotiations	December 2, 2016 at 9:00 a.m.
City Council Meeting for Award	December 12, 2016 starting at 7:00 p.m. EST

* Committee will meet in the City Council Chambers, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL, 34984.

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

EVALUATION AND AWARD

CRITERION	*MAXIMUM SCORE*
A. Firm & Staff Experience and Qualifications & References (Question 2,4,5,6,7.8) Experience in Strategic Planning Consultant, including major client successes	35
B. Firm Approach and Understanding of issues related to the City (Question 8, 9)	35
C. Sample Government Client Strategic Plan and other material (Question 10)	30
Maximum Points	**100**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee individually will evaluate all responsive proposals based upon the information submitted and references on the above criterion. The committee shall meet at a public meeting and review individual scores and have the opportunity to group score. The Cost Criteria will be scored by the Procurement Management Department. The evaluation committee may choose to move forward with a recommendation to the City Council for award or elect to move to step two of the process. In step two, the committee may conduct discussions or request presentations from the finalists for further consideration. The evaluation committee will re-score the finalist on their presentations or responses to pre-determined questions. The scores from step one are no longer relative or considered in step two. The evaluation committee may then make a recommendation resulting from this process to the City Council.

SPECIAL REQUIREMENTS

Collusion - The City reserves the right to disqualify E-BIDs, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) E-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 Proposer has an interest in more than one (1) E-BID for the same work will be cause for rejection of all E-BIDs in which such Proposers are believed to have an interest. Any or all E-BIDs will be rejected if there is any reason to believe that collusion exists among the Proposers.

Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010)

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.

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"SAMPLE"
CITY OF PORT ST. LUCIE
CONTRACT #20160172

This 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 "Consultant", 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 Consultant has agreed to perform pursuant to E-BID#20160172, Strategic Planning Consultant, in accordance with the Request for Proposal, Contract documents and all addenda.

Notices

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

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger, MPA, CPPO, Director
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: Cheryls@cityofpsl.com

City Project Manager: Patricia Roebling, P.E., Interim Assistant City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4042 Fax 772 871 5248
Email: proebling@cityofpsl.com

Scope of Work

1. Establish an initial meeting with the City Council and City Staff to gain an overview of the City and issues deemed relevant to the preparation of the revised Strategic Plan. Discussion shall include prior year accomplishments, what was not accomplished and what needs to be carried forward. Discuss modifications for Vision, Mission and Action plans.

2. Meet and work with City Council and City Staff to develop a process for revision of the current strategic plan that will include input from all stakeholders. This work includes reviewing and or editing documents as necessary prepared by City Staff.
3. Plan and facilitate Governance Sessions as needed for each Fiscal Year.
4. Lead a strategic planning retreat and moderate discussions with the City Council and City Staff to keep meeting on task.
5. Facilitate discussion with the City Council and City staff toward identifying key issues, topics, policies and establishing goals and objectives.
6. Guide and assist in gathering external and internal stakeholder and constituency date, including benchmark data from similar-sized cities that offer the same services. Conduct analyses of current and future trends of comparable cities.
7. Plan and facilitate a Citizens' Summit or other stakeholder meetings.
8. Guide the City Council and City Staff to incorporate data gathered from external and internal stakeholders into its thinking about the future of the City.
9. Assist the City Council in linking the Strategic Plan to the City's budget.
10. Development recommendation regarding the plan's implementation and support structure.
11. Provide recommendations for ongoing evaluation and revision procedures for the City's strategic plan.
12. Provide technical assistance during the implementation phase.
13. Monitor progress of the plan's implementation and provide recommendations for process improvement and plan modifications.
14. Lay the platform for sustainability and incorporation of plan based on iterative feedback cycles.

Deliverables

To be negotiated.

SECTION II
TIME OF PERFORMANCE

The contract period shall start 2016, and terminate, 2017, which is two (2) years. The Initial Strategic Plan Revision shall start _____ and be completed within_____ calendar days. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

SECTION III
RENEWAL OPTION

The parties may mutually agree to extend the term of this agreement for additional two (2) year periods as needed. The fee shall be mutually agreed upon with each two (2) year renewal.

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Consultant will be a lump sum fee of $____ for a term of two (2) years. The City will pay to the Consultant a one-time $10.00 indemnification fee. The annual fee shall be paid in monthly equal payments. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies, copies, travel, training, meals, and so forth.

The Consultant 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. Schedule of value for task and time will be set out as per proposal.

The Lump Sum Fee is to include all reimbursable items including in-state travel, training, meals, copies and so forth. Travel expenses incurred for travel outside of the State of Florida shall be at the City's request, must to pre-approved in writing by the City and will be paid at the per diem rate established by the City.

Progress Payments- The Consultant shall be compensated for all work under this agreement as per payment schedule. Invoices shall be submitted on or before the 10th day of each month. Payment will be made using the City's VISA Procurement Card or Purchase Order. All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number or Purchase Orders.

ECTION V
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and 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 VI
INDEMNIFICATION/INSURANCE

The Consultant 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 Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant 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 Consultant 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 Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant 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 Consultant 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 Consultant 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. 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 Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

The Consultant 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 Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant 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.

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. Consultant will provide Cyber Liability coverage. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160172-Strategic Planning Consultant"**. 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 Consultant 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 Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant 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 Consultant 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 Consultant enter into such a Contract on a pre-loss basis.

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

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

The Consultant 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 Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION VII

PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any sub consultants, 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. Any and all changes must be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City or the City Manager or his designee as representing the City when the cost is $25,000.00 or more. 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 paid at cost. No administration mark-ups will be paid. 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 binding to all parties, final and conclusive.

SECTION IX
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 work performed shall comply with all federal, state, and local laws and regulations. Consultant shall comply with all ADA requirements for all entire work product including marketing material and avenues used for marketing such as web sites and so forth. Consultants and sub consultants shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and sub consultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are

not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION X
ADDITIONAL REQUIREMENTS

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

SECTION XI
LICENSING

Consultant warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Consultant 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.

SECTION XIII
ASSIGNMENT

Consultant 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 Consultant 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 Consultant, may terminate Consultant'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 Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

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

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 Consultant 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 Consultant 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
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XVIII
TRUTH-IN-NEGOTIATIONS

N/A

SECTION XIX
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private firms. In the event the Consultant becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the consultant, the Consultant shall immediately notify the Project Manage in writing, of such conflict. Written notice may be in the form of e-mail notification. The City Manager and Project Manager shall determine whether a conflict of interest exists. The Consultant shall each year submit a list of clients to the Project Manager.

SECTION XX
ENTIRE AGREEMENT

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

(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.....)

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)

QUESTIONNAIRE

E-BID#20160172
Strategic Planning Consultant

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, Consultant, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2016

_____
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   (This is a word document add lines as needed)

2. Number of years your firm has performed as a Strategic Planning Consultant._____

3. Number of total staff located within the Treasure Coast Area._____

4. List all proposed personnel that will be part of the team for the planning for the City, including title, qualifications, and years of experience with your firm and years of strategic planning consultant and what Agencies that they were part of the team.

5. Provide in one (1) page a history of your organization and any other appropriate descriptive information.

6. Provide an organizational chart.

7. Provide a list of clients in the past five (5) years include contact name and email information.

8. In two (2) pages provide the method including software and approach that will be used for the strategic planning for the City.

9. In two (2) pages provide your firms understanding of issues related to the City and any effect on the strategic plan.

10. In two (2) pages provide a detail of the items and method used to facilitate the governance meetings with City Council, please provide name of software if utilized.

11. Submit websites of strategic plans of comparable government agencies and other material that will distinguish your firm.

12. Please provide a video or an internet link to a strategic planning session and a governance session.

13. Complete the top portion only of the attached Reference Forms.

14. Will firm accept payment by VISA?

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-BID 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-BID 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-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

_____ _____

Signature Title

DRUG-FREE WORKPLACE FORM

E-BID#20160172

Strategic Planning Consultant

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/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

D 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.

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: _____
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 Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST

E-BID#20160172

Strategic Planning Consultant

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

_____ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160172, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar or sent by email to purch@cityofpsl.com by the due date and time.

_____ All questions on the questionnaire are complete and thoroughly answered

_____ Each Bid Addendum (when issued) is acknowledged

_____W9 Form

_____Current Certificate of Insurance

_____Drug Free Workplace Form

_____Read and Signed Vendor Code of Ethics

_____ Three Reference Forms

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

_____ Video or internet link to a strategic plan session and governance session.

_____Checklist

"A City for All Ages"

CITY OF PORT ST. LUCIE

Electronic Request for Proposal for #20160172
(RFP)

Strategic Planning Consultant

Prepared By:
Cheryl Shanaberger
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
Cheryls@cityofpsl.com

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INVITATION TO E-BID

This is an Electronic Request for Proposal (RFP) #20160172. The City of Port St. Lucie (City) is seeking a Strategic Planning Consultant.

Proposals for the project will be received by the City of Port St. Lucie, via Demandstar or via email to purch@cityofpsl.com, in the Procurement Management Department, no later than **November 1, 2016 at 2:00:00 P.M. EST.**

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. All must be contained in one (1) PDF file, and in the order specified under title **SUBMITTAL OF Bid subpart D & E**. 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) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

All questions related to the Request for Proposal must be directed to Cheryl Shanaberger in the Procurement Management Department. She can be reached at (772) 871-7390. Questions shall be submitted in writing, at least **five (5)** days prior to the RFP opening, if possible. Questions may be emailed to Cheryls@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Shanaberger is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request for Proposals **(up to and including the Mayor and City Council)**, from the request of solicitation of the proposal to the time an award decision has been made, and a Contract has been executed.

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

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

Documents required for this E-Bid: Completed Questionnaire, W9, current Certificate of Insurance, Drug Free Workplace Form, Vendor Code of Ethics, Three Reference Forms, and Checklist.

INTENT **City of Port St. Lucie**

The City of Port St. Lucie, Florida (City), is seeking proposals from qualified proposers, hereinafter referred to as the Consultant, to facilitate the revisions to the City's comprehensive Strategic Plan. The consultant is not expected to revise the Strategic Plan, but rather work with the City, its officials and City Staff to facilitate the

revision and update of the current Strategic Plan.

The intent of this procurement and the goal of the City is to procure a Consultant that provides a dynamic and modern approach for the Strategic Planning process. The method used by the Consultant may include strategic planning software that may provide data and metrics throughout the year. The City's current Strategic Plan is in the "Achieve It" program format. Upon completion of the work under this RFP and the strategic planning process, the City will have a revised Strategic Plan that articulates the City's future direction and is a guide to future decision making including resource allocation.

The Strategic Plan to be developed must ensure that the organization works toward common goals, that potential internal problems are identified before action is taken and resources are committed, that change is managed effectively, that the organization utilizes proactive rather than a reactive management, that there is a process of continuous improvement, and that the organization's performance is measured against established City' goals.

The City's current Strategic Plan may be viewed at this web address http://www.cityofpsl.com/city-council/strategic_plan_offers_residents_a_preview_of_port_st_lucies_future.html
Also, please send an email to purch@cityofpsl.com if you would like access to the City's current Strategic Plan that is in the "Achieve It" program format.

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. The City incorporated in 1961 and is the largest City in the county and region. The City has been one of the fastest growing cities in Florida. The City is approximately 121 square miles with a current population of over 179,000 full time residents, and over 200,000 during the winter season. The growth is due to several reasons related to the quality of life including access to Interstate 95 and the Florida Turnpike and regional attractions, beautiful beaches nearby and a warm Florida climate. There are various economic and recreational opportunities in the area. The average age is 37, which is a reflection of the family orientation of the City, hence, the motto "A City for All Ages".

Complete information concerning the City, including the City codes and ordinances, all departments, financials and budget, is available on the City's web site at www.cityofpsl.com. The City provides Police, Parks and Recreation, Building, Code Enforcement, Animal Control, Public Works and Water and Sewer services.

SUBMITTAL OF E-BID

All proposals shall be submitted by completing and returning the Questionnaire. The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic via DemandStar and be contained in one (1) file and in the order listed and no larger than twenty (20), 81/2 by 11 pages. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160172 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 Documents in one (1) pdf file and in this order; Questionnaire for E-BID #20160172, (including all word documents and in the order requested) W9, current Certificate of Insurance, Drug Free

Workplace form, Vendor Code of Ethics, three Reference forms, and Checklist onto DemandStar by the due date and time.

E. Enter zero on the web page for cost or you will receive an error message and your submittal will be denied.

F. The submittal button at the bottom of the page must be selected to complete the Bid response.

G. You may request the proposal by sending an email to purch@cityofpsl.com and also submitting your proposal to purch@cityofpsl.com by the due date and time.

***** Only electronic replies are required. No hard copies will be accepted*****
Please try to limit file submittal to no more than 1.5 mb.

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

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

TENTATIVE SCHEDULE

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	October 12 , 2016
Proposal Due	November 1, 2016 @ 2:00:00 p.m. EST
Evaluation Committee Meeting *	November 14, 2016 starting at 7:00 p.m. EST
Presentation (if requested) *	November 28, 2016 starting at 7:00 p.m. EST
Contract Negotiations	December 2, 2016 at 9:00 a.m.
City Council Meeting for Award	December 12, 2016 starting at 7:00 p.m. EST

* Committee will meet in the City Council Chambers, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL, 34984.

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

EVALUATION AND AWARD

CRITERION	*MAXIMUM SCORE*
A. Firm & Staff Experience and Qualifications & References (Question 2,4,5,6,7.8) Experience in Strategic Planning Consultant, including major client successes	35
B. Firm Approach and Understanding of issues related to the City (Question 8, 9)	35
C. Sample Government Client Strategic Plan and other material (Question 10)	30
Maximum Points	**100**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee individually will evaluate all responsive proposals based upon the information submitted and references on the above criterion. The committee shall meet at a public meeting and review individual scores and have the opportunity to group score. The Cost Criteria will be scored by the Procurement Management Department. The evaluation committee may choose to move forward with a recommendation to the City Council for award or elect to move to step two of the process. In step two, the committee may conduct discussions or request presentations from the finalists for further consideration. The evaluation committee will re-score the finalist on their presentations or responses to pre-determined questions. The scores from step one are no longer relative or considered in step two. The evaluation committee may then make a recommendation resulting from this process to the City Council.

SPECIAL REQUIREMENTS

Collusion - The City reserves the right to disqualify E-BIDs, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) E-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 Proposer has an interest in more than one (1) E-BID for the same work will be cause for rejection of all E-BIDs in which such Proposers are believed to have an interest. Any or all E-BIDs will be rejected if there is any reason to believe that collusion exists among the Proposers.

Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010)

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.

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"SAMPLE"
CITY OF PORT ST. LUCIE
CONTRACT #20160172

This 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 "Consultant", 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 Consultant has agreed to perform pursuant to E-BID#20160172, Strategic Planning Consultant, in accordance with the Request for Proposal, Contract documents and all addenda.

Notices

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

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger, MPA, CPPO, Director
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: Cheryls@cityofpsl.com

City Project Manager: Patricia Roebling, P.E., Interim Assistant City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4042 Fax 772 871 5248
Email: proebling@cityofpsl.com

Scope of Work

1. Establish an initial meeting with the City Council and City Staff to gain an overview of the City and issues deemed relevant to the preparation of the revised Strategic Plan. Discussion shall include prior year accomplishments, what was not accomplished and what needs to be carried forward. Discuss modifications for Vision, Mission and Action plans.

2. Meet and work with City Council and City Staff to develop a process for revision of the current strategic plan that will include input from all stakeholders. This work includes reviewing and or editing documents as necessary prepared by City Staff.
3. Plan and facilitate Governance Sessions as needed for each Fiscal Year.
4. Lead a strategic planning retreat and moderate discussions with the City Council and City Staff to keep meeting on task.
5. Facilitate discussion with the City Council and City staff toward identifying key issues, topics, policies and establishing goals and objectives.
6. Guide and assist in gathering external and internal stakeholder and constituency date, including benchmark data from similar-sized cities that offer the same services. Conduct analyses of current and future trends of comparable cities.
7. Plan and facilitate a Citizens' Summit or other stakeholder meetings.
8. Guide the City Council and City Staff to incorporate data gathered from external and internal stakeholders into its thinking about the future of the City.
9. Assist the City Council in linking the Strategic Plan to the City's budget.
10. Development recommendation regarding the plan's implementation and support structure.
11. Provide recommendations for ongoing evaluation and revision procedures for the City's strategic plan.
12. Provide technical assistance during the implementation phase.
13. Monitor progress of the plan's implementation and provide recommendations for process improvement and plan modifications.
14. Lay the platform for sustainability and incorporation of plan based on iterative feedback cycles.

Deliverables

To be negotiated.

SECTION II
TIME OF PERFORMANCE

The contract period shall start 2016, and terminate, 2017, which is two (2) years. The Initial Strategic Plan Revision shall start _____ and be completed within_____ calendar days. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

SECTION III
RENEWAL OPTION

The parties may mutually agree to extend the term of this agreement for additional two (2) year periods as needed. The fee shall be mutually agreed upon with each two (2) year renewal.

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Consultant will be a lump sum fee of $____ for a term of two (2) years. The City will pay to the Consultant a one-time $10.00 indemnification fee. The annual fee shall be paid in monthly equal payments. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies, copies, travel, training, meals, and so forth.

The Consultant 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 ncountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. Schedule of value for task and time will be set out as per proposal.

The Lump Sum Fee is to include all reimbursable items including in-state travel, training, meals, copies and so forth. Travel expenses incurred for travel outside of the State of Florida shall be at the City's request, must to pre-approved in writing by the City and will be paid at the per diem rate established by the City.

Progress Payments- The Consultant shall be compensated for all work under this agreement as per payment schedule. Invoices shall be submitted on or before the 10th day of each month. Payment will be made using the City's VISA Procurement Card or Purchase Order. All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number or Purchase Orders.

ECTION V
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and 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 VI
INDEMNIFICATION/INSURANCE

The Consultant 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 Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant 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 Consultant 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 Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant 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 Consultant 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 Consultant 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. 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 Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

The Consultant 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 Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant 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.

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. Consultant will provide Cyber Liability coverage. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160172-Strategic Planning Consultant"**. 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 Consultant 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 Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant 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 Consultant 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 Consultant enter into such a Contract on a pre-loss basis.

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

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

The Consultant 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 Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION VII

PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any sub consultants, 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. Any and all changes must be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City or the City Manager or his designee as representing the City when the cost is $25,000.00 or more. 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 paid at cost. No administration mark-ups will be paid. 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 binding to all parties, final and conclusive.

SECTION IX
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 work performed shall comply with all federal, state, and local laws and regulations. Consultant shall comply with all ADA requirements for all entire work product including marketing material and avenues used for marketing such as web sites and so forth. Consultants and sub consultants shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and sub consultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are

not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION X
ADDITIONAL REQUIREMENTS

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

SECTION XI
LICENSING

Consultant warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Consultant 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.

SECTION XIII
ASSIGNMENT

Consultant 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 Consultant 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 Consultant, may terminate Consultant'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 Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

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

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 e 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 Consultant 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 Consultant 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
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XVIII
TRUTH-IN-NEGOTIATIONS

N/A

SECTION XIX
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private firms. In the event the Consultant becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the consultant, the Consultant shall immediately notify the Project Manage in writing, of such conflict. Written notice may be in the form of e-mail notification. The City Manager and Project Manager shall determine whether a conflict of interest exists. The Consultant shall each year submit a list of clients to the Project Manager.

SECTION XX
ENTIRE AGREEMENT

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

(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.....)

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)

QUESTIONNAIRE

E-BID#20160172
Strategic Planning Consultant

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, Consultant, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2016

_____
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   (This is a word document add lines as needed)

2. Number of years your firm has performed as a Strategic Planning Consultant._____

3. Number of total staff located within the Treasure Coast Area._____

4. List all proposed personnel that will be part of the team for the planning for the City, including title, qualifications, and years of experience with your firm and years of strategic planning consultant and what Agencies that they were part of the team.

5. Provide in one (1) page a history of your organization and any other appropriate descriptive information.

6. Provide an organizational chart.

7. Provide a list of clients in the past five (5) years include contact name and email information.

8. In two (2) pages provide the method including software and approach that will be used for the strategic planning for the City.

9. In two (2) pages provide your firms understanding of issues related to the City and any effect on the strategic plan.

10. In two (2) pages provide a detail of the items and method used to facilitate the governance meetings with City Council, please provide name of software if utilized.

11. Submit websites of strategic plans of comparable government agencies and other material that will distinguish your firm.

12. Please provide a video or an internet link to a strategic planning session and a governance session.

13. Complete the top portion only of the attached Reference Forms.

14. Will firm accept payment by VISA?

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-BID 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-BID 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-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

_____ _____

Signature Title

DRUG-FREE WORKPLACE FORM

E-BID#20160172

Strategic Planning Consultant

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/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

D 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.

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: _____
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 Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST

E-BID#20160172

Strategic Planning Consultant

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

_____ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160172, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar or sent by email to purch@cityofpsl.com by the due date and time.

_____ All questions on the questionnaire are complete and thoroughly answered

_____ Each Bid Addendum (when issued) is acknowledged

_____W9 Form

_____Current Certificate of Insurance

_____Drug Free Workplace Form

_____Read and Signed Vendor Code of Ethics

_____ Three Reference Forms

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

_____ Video or internet link to a strategic plan session and governance session.

_____Checklist

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 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, more 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.

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 assigned to each criterion. Columns C is 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). Column D represents the maximum number of points from Column C multiplied by the weight in Column B.

In the first step the reviewer 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 idea.) This process does not eliminate the possibility of multiple firms receiving the same score on one or more of the individual criterion. However, it is incumbent on the reviewer 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 is a **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 public meeting.

If a respondent simply fails to address a requirement, a point value of zero is selected. 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, evaluators may 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 evaluator questions the points assigned.

At the public meeting some evaluators may wish to change their points due to information revealed. For example, if a respondent included information in an attachment instead of in the main section of the proposal, evaluators who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column C after evaluating the information.

Applying the criteria

A Firm and Staff Experience, Qualifications (Question #2,4,5,6,7,8, references, client list) This criterion examines corporate and staff experience. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work of the RFP. Do the references indicate that the firm can handle the size and scope of the project? 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? 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? 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. Will adequate staff and resources be available for the project?

B. Firm Approach and Understanding of Issues related to the City (Question #8, 9) How does the respondent propose to perform the tasks? Is the methodology proposed for task management well defined or vague? Will they be using software that will track progress of implementing plan. How well organized is the respondent's effort?

C. Sample Government Client Strategic Plan and other material (Question 10) Are the plans of comparable size to the City? Are the functions and services similar to those of the City? Does the additional information and samples indicate that the Consultant understands the type of strategic planning that the City would like to engage in.

Strategic Planning Consultant

Firm	Analytica	Keith & Schnars	Management Partners
Firm Location	Newbury, FL	Fort Lauderdale, FL	Cincinnati, Oh
Yrs Business	27	20	22
Staff in TC	0	25	0
personnel	Herbert Marlowe	5	4
History of organization	yes	yes	yes
Org Chart	N/A	yes	yes
Clients	yes	yes	yes
software & method	word, excel powepoint	SimpleMind, Achieve It	ClearPoint, Envision, Achieve It
City's Issues	yes	yes	yes
governance	yes	yes	yes
comparable gov websites	yes	yes	yes
Video or internet link	yes	yes	no
Reference forms	yes	yes	yes
Visa	no	yes	no

RFP # 20160172 Strategic Planning Consultant
Respondent: Analytica

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Column B multiplied by C
A. Firm & Staff Experience, Qualification (Question 2,4-8,) Experience in Strategic Planning & major client successes	7	0 1 2 3 4 5	
Comments:			
B. Firm Approach & Understanding City Issues ***(Question # 8,0)***	7	0 1 2 3 4 5	
Comments:			
C. Sample Government Client Strategic Plan & other material (Question 10)	6	0 1 2 3 4 5	
Comments:		**TOTAL POINTS**	

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 .oposal.

City Council Member : _____
(*Please print*)

Signature: _____

RFP # 20160172 Strategic Planning Consultant
Respondent: Keith & Schnars

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Column B multiplied by C
A. Firm & Staff Experience, Qualification (Question 2,4-8,) Experience in Strategic Planning & major client successes	7	0 1 2 3 4 5	
Comments:			
B. Firm Approach & Understanding City Issues ***(Question # 8,0)***	7	0 1 2 3 4 5	
Comments:			
C. Sample Government Client Strategic Plan & other material (Question 10)	6	0 1 2 3 4 5	
Comments:		**TOTAL POINTS**	

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.

City Council Member : _____
(*Please print*)

Signature: _____

RFP # 20160172 Strategic Planning Consultant
Respondent: Management Partners

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Column B multiplied by C
A. Firm & Staff Experience, Qualification (Question 2,4-8,) Experience in Strategic Planning & major client successes	7	0 1 2 3 4 5	
Comments:			
B. Firm Approach & Understanding City Issues ***(Question # 8,0)***	7	0 1 2 3 4 5	
Comments:			
C. Sample Government Client Strategic Plan & other material (Question 10)	6	0 1 2 3 4 5	
Comments:		**TOTAL POINTS**	

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.

City Council Member : _____
(*Please print*)

Signature: _____

QUESTIONNAIRE

E-BID#20160172
Strategic Planning Consultant

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, Consultant, 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 _____25th_____ day of _____October_____, 2016

_____Analytica_____
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person? 26910 SW 30th Ave, Newberry, FL 32669. 352 339 6090. 888 287 5939. herb@analytica-group.com. Or hmarlowe@aol.com. Herbert Marlowe

2. Number of years your firm has performed as a Strategic Planning Consultant.__27_____

3. Number of total staff located within the Treasure Coast Area.__0_____

4. List all proposed personnel that will be part of the team for the planning for the City, including title, qualifications, and years of experience with your firm and years of strategic planning consultant and what Agencies that they were part of the team.

    a. Herbert Marlowe, Ph.D. is the firm's principal and will serve as the consultant for this project. He has led the over 100 strategic planning projects the firm has completed for public, private and third-sector entities. Herb has over 30 years of experience in strategic planning.

5. Provide in one (1) page a history of your organization and any other appropriate descriptive information. Please see the following.

Analytica was established as a sole proprietorship in 1989 by Dr. Herbert Marlowe. It has provided strategic planning, organizational development and organizational evaluation services to public, private and third-sector organizations continuously since its establishment.

The founder, Herb Marlowe, began his training as a strategic planner in the U.S. Navy as a member of a 24 person unit charged with developing a 20 year strategic plan for the Navy focusing on its organizational culture and leadership. After completing his military commitment, Herb obtained his Ph.D. from the University of Florida in the field of organizational development.

Most of Herb's consulting practice has been with Florida local governments though he works occasionally in different states and with state agencies, private sector firms and third sector firms. Within Florida he has completed strategic plans for municipal, county and special districts. Some of his clients include:

- Cities such as Orlando, St. Petersburg, Jacksonville, Pompano Beach, Daytona Beach, Sarasota, Naples, St. Augustine, DeLand, Tallahassee and Doral;
- Counties such as Miami-Dade, Broward, Palm Beach, Martin, St. Lucie, St. Johns, Collier, Lee, Charlotte, Sarasota, Hillsborough, Polk and Pinellas.;
- Special districts and public professional organizations such as Tampa Bay Water, South Florida Water Management District, Southwest Florida Water Management District, St. Johns Water Management District, the Florida Redevelopment Association and the Florida Stormwater Association.

As a result of this work, Herb is conversant in a full range of public sector policies and practices such as economic development, community development, tourism, transportation, parks and recreation, health and human services, planning, building, and zoning, utilities (water, sewer and solid waste), libraries, housing, emergency management, fire/ems and law enforcement. In addition, Herb has done extensive work with internal support services such as budget, procurement, human resources, communications, fleet and facilities and IT.

In addition to strategic planning writ large, Herb has done particular work on strategy management. This include financial strategy, particularly during times of fiscal constraint, to ensure the viability of the plan. Recently for example he assisted Polk County to develop sustainable fiscal strategies for addressing four funding sources that were problematic. In addition, it includes systems to continuously adapt and improve the plan.

A full list of the firm's clients and projects will be found at either www.analyticaconsulting.co or www.analytica-group.com. You will also find there a listing of his various publications and presentations. He has published articles in *State and Local Government Review*, *Journal of Correctional Psychology*, *Journal of Managerial Psychology*, *Psycho-social Rehabilitation Journal*, *Journal of Educational Psychology*, *Public Manager*, *Public Productivity and Management Review*, *Evaluation Review*, *ICMA IQ reports*, and the *American Water Works Association Journal*. His article on strategy and organizational change was selected as one of the thirty most significant articles of the last thirty years in public administration

6. Provide an organizational chart. Sole employee: Herb Marlowe, project manager and consultant.

7. Provide a list of clients in the past five (5) years include contact name and email information.

    a. City of Deland, Michael Pleuss, pleusm@deland.org
    b. City of Doral, Albert Childress, albert.childress@cityofdoral.com
    c. City of Fort Walton Beach, Michael Beedie, mbeedie@fwb.org
    d. City of Pompano Beach, Brian Donovan, brian.donovan@copbfl.com
    e. City of Round Rock TX, Jim Nuse, buznuse@aol.com
    f. City of San Marcos, TX, Jim Nuse, buznuse@aol.com
    g. City of St. Augustine, Paul Williamson pwilliamson@citystaug.com
    h. Charlotte County, Ray Sandrock, Raymond.sandrock@charlottefl.com
    i. Hillsborough County, Eric Johnson, johnsone@hillsboroughcounty.org
    j. Lee County, Glen Salyer. gsalyer@leegov.com
    k. Palm Beach County Fire/Rescue, Amanda Vomero, avomero@pbcgov.org
    l. Polk County, Todd Bond, todd.bond@polk-county.net
    m. St. Johns County Tourist Development Council, Tara Meeks, tmeeks@sjctdc.com
    n. Florida Developmental Disabilities Council, Tallahassee, FL (Contact retired)
    o. Georgia Developmental Disabilities Council, Atlanta GA, Jean Logan, jean@strategicpartners-fl.com
    p. Southeast Stormwater Association, Kurt Spitzer, kurtspitzer@ksa.net
    q. 211 Tampa Bay, Clearwater, FL, Micki Thompson. micki@211tampabayinfo.org
    r. Mellgren Planning Group, Fort Lauderdale, FL, Michelle Melgren. Michel@mellgrenplanninggroup.com
    s. The Goodman Corporation, Houston, TX, jwebb@thegoodmancorp.com

8. In two (2) pages provide the method including software and approach that will be used for the strategic planning for the City.

Project Methodology.

The following graphic summarizes at a high level the general methodology we propose. A more detailed description of the method may be found on our website. www.analytica.group.com.

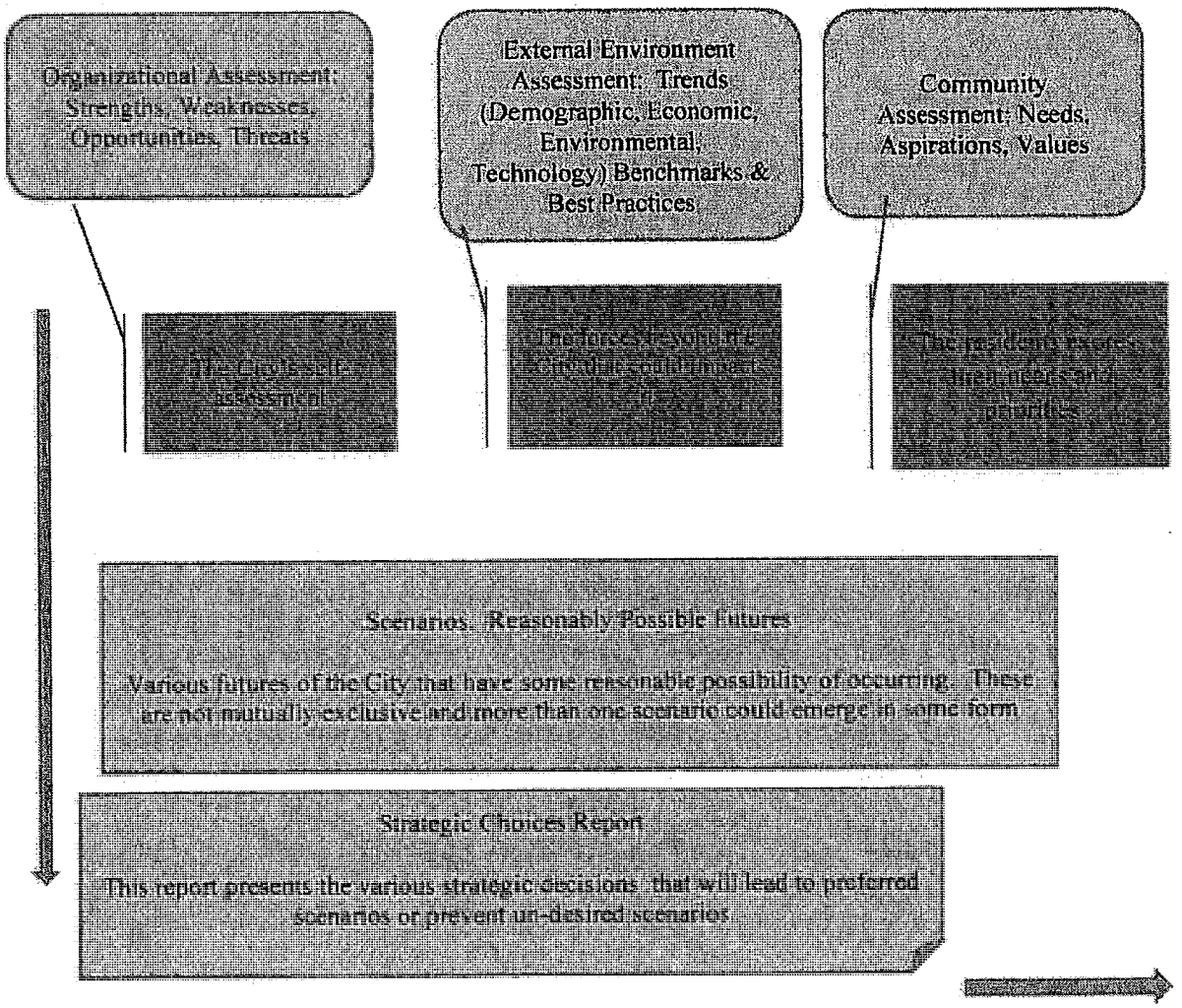
Phase 0: Process design

This phase involves the design of the process for incorporating the existing plan, significant changes and stakeholder input.

Phase 1: Context Analysis

Questions this phase will answer: Where are you now? Where could you be?

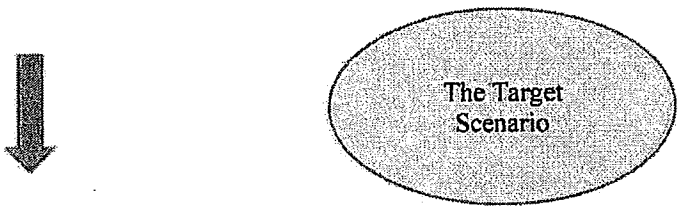
Purpose: Analyses using Interviews, Focus Groups, Community Summits, State of the Profession data, Trend data



Phase 2: Strategic Direction

Question this phase will answer: Where do you want to be? (AKA vision or position)

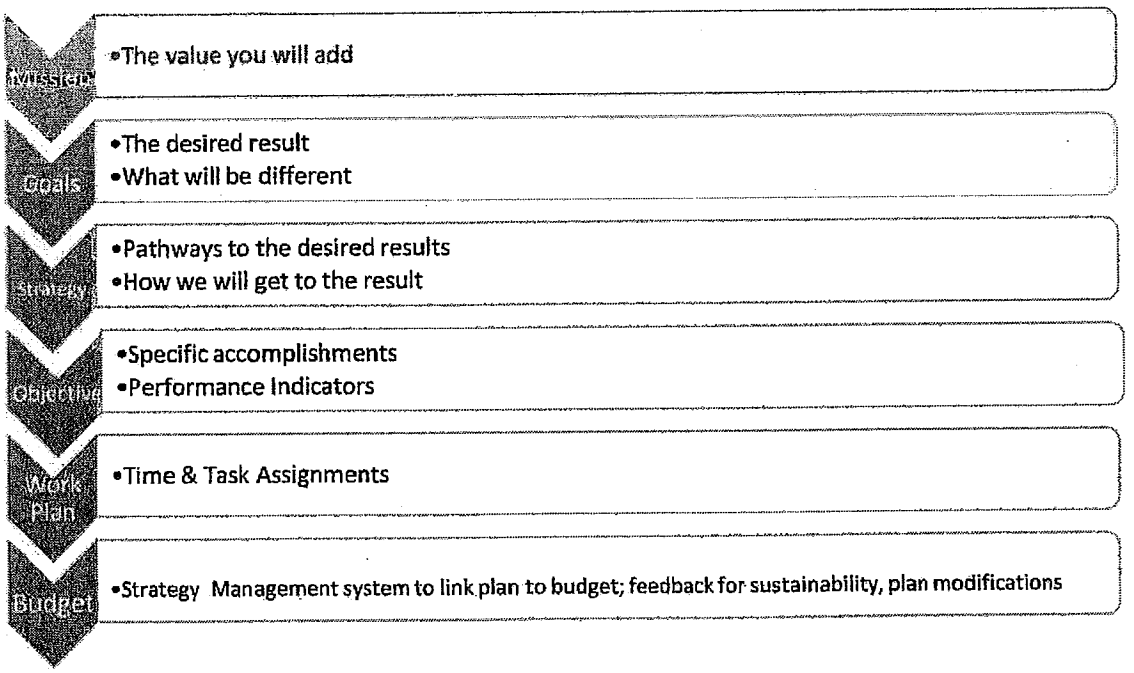
Purpose: This phase establishes the vision for the City, framed as a set of desired results and/or a set of problems to be addressed. It articulates a desired scenario which is some combination of the scenarios of phase 1. It also confirms scenarios that the City wants to prevent.



Phase 3: Strategic Plan

Question this phase will answer. How will we get to the target scenario?

Purpose: Develop an executable plan



Product: Strategic Plan with an implementation plan and budget linkage

Software: Word, Excel, Powerpoint.

9. In two (2) pages provide your firms understanding of issues related to the City and any effect on the strategic plan.

A strong argument can be made that Port St. Lucie has been the most successful of Florida pre-platted communities in transforming itself from a "live designed" community into a "live-work-play" community. This success is due to years of hard work, planning and the adoption of regulations such as the 1983 conversion manual that enabled the City to redesign itself "on the fly".

Having achieved the status of one of Florida's largest full service cities, the City is now faced with the next transition. The existing strategic plan articulates a number of current and planned actions all intended to improve the quality of life in the City and make it an even more attractive place to live, play, work or do business. The challenge for the City is certainly not one of a lack of ideas about needed projects and services. From a master planning perspective there is a surfeit of content and work to choose from.

From the perspective of resources to do this work, the City is recovering and there will be resources for the work already outlined in your various plans. As your 2015 CAFR indicates, building growth is renewing and resultant property valuations are improving. By its 2015 millage increase the City has created the capacity to manage the debt created by the recession driven failure of key economic development investments such as City Center, Digital Domain and VGTI. While the overall economic climate is not one of a go-go era, the future prospects for the City are encouraging. The city is fully viable, it is in a regional growth corridor and it has a track record of quality public services.

The challenge now for the City is one of strategic thinking. Within the world of growing and prospering cities, where does Port St. Lucie wish to position itself? Strategic thinking is understanding the various alternative futures that could evolve for the City. Strategic thinking is determining how to support desired futures and prevent undesired ones. Strategic thinking is determining which key strategic levers twill bring the desired futures while preventing undesired ones. Strategic thinking is choosing where to focus one's limited resources and energy.

Our approach to strategic planning assumes that cities exist in a highly competitive world in which businesses, workforce and retirees all have many choices. Your strategic plan must address how you will distinguish yourself in that world, how you will leverage your competitive advantages and how you will mitigate your competitive dis-advantages to achieve your desired ends. A strategic plan is both about pursuing vision and opportunity while managing the risks inherent in future endeavors.

The product is a strategic plan. The process is a systematic, informed and deliberative one of strategic thinking. For Port St. Lucie this translates into asking and answering the following strategic questions.

<u>Within the world of cities, where does Port St. Lucie wish to position itself?</u> In our work with Orlando for example they wanted to position themselves as a world class city. This required strategies to diversify the economy beyond tourism into cutting edge businesses, expanded world class public infrastructure, developing a dynamic downtown and strengthening neighborhoods. What identity do you want for Port St. Lucie?

What is the market niche(s) the City has a reasonably high likelihood of succeeding in? Clearly the city is competitive in the retirement markets, the affordable housing market (given the cost of living and the relative ease of access to Palm Beach County worksites), and the tourism marketplace. Acknowledging past challenges, could the City be competitive in the bio-tech or life sciences? Given the agricultural resources in the county, could it be competitive in fields of bio-ag? Or given the projected population growth of the area is a health care niche feasible? To answer this question we must examine various economic, technological and demographic trends to determine those market niches in which you could be most competitive. For example, one of the firm's clients determined they would be most competitive seeking small (5 to 20 person) firms whose products can be easily distributed and for whom quality of life was a key consideration.

With whom does the City want to compete?

On what factors does it want to compete? Several of our clients made major financial commitments to economic development strategy with few results. They have now decided to compete on factors beyond significant economic incentives.

What competitive advantages does it have to these chosen competitors? For example, Port St. Lucie has some significant locational advantages for businesses whose marketplace is both the Greater Gold Cost and Greater Orlando.

What are its competitive disadvantages in comparison? For example, the overall education level of the City places it at a disadvantage for certain businesses.

How is public trust and confidence maintained? Are the efforts of the City consistent with the values and aspirations of its residents? The strategic plan must be aligned with the values and expectations of the residents who must support it.

How will ever changing, and usually rising, expectations be addressed, particularly as resources lag behind? For example, your parks brochure notes requests every day for additional or expanded services. As community expectations continue to rise, cities must become even more creative in meeting those expectations while also managing them.

How can today's disadvantages be transformed into tomorrow's advantages? Two examples illustrate this theme. First, Port St. Lucie is a young city. Designed as an auto-dependent community, it faces challenges with transportation alternatives. But could self-driving cars make the City even more attractive? Second, currently Port St. Lucie's name recognition is not on a par with Miami, Fort Lauderdale, Orlando, Jacksonville or other large cities in Florida. While in part a function of its youth, this disadvantage means that Port St. Lucie is yet to be defined in the broader public mind.

How is strategic effort sustained over the time frames needed to assess the need to continue or modify strategy? This involves insuring the strategic plan is consistent with the needs, aspirations and values of residents and other stakeholders. This involves ensuring it is financially, socially and environmentally sustainable. This also involves linking the strategic plan not only to budget but also to the various performance management systems.

10. In two (2) pages provide a detail of the items and method used to facilitate the governance meetings with City Council, please provide name of software if utilized.

Governance Meeting 1: Conclusion of Context Analysis Phase, Initiation of Strategic Direction Phase

Pre-meeting documents for review:

- SWOT analysis
- Community values and aspiration analysis
- External environment analysis
- Strategic Choices Report vers. 1

Agenda

1. Review and discussion of SWOT analysis
2. Review and discussion of Community forum
3. Review and discussion of external environment analysis
4. Discussion of scenarios
    a. Additional scenarios?
5. What components of the various scenarios would you like to see occur?
6. What components of the various scenarios would you not want to occur?
7. Discussion of strategic choices report
    a. This report summarizes the various strategic decisions that the City will face over time. The purpose of this discussion is to (1) determine if there are additional strategic choices; (2) determine if some of the presented strategic choices need to be reframed; (3) determine if any of the strategic choices are rejected as significant for the City.

Products: 1. Context Analysis Final Report
2. Strategic Choices Report version 2

Software: Powerpoint

Governance Meeting 2: Conclusion of Strategic Direction Phase, Initiation of Strategic Planning Phase

Pre-meeting document for review:

- Strategic Choices Report vers 2

Agenda

1. Process review
2. In-depth discussion and direction – Strategic Choices Report vers. 2
    a. In this meeting the consultant will facilitate a discussion of each strategic choice with the intent of obtaining Council direction with respect to each choice.
    b. In addition to direction, choices will be prioritized using an appropriate scaling technique.

3. Preliminary summary of the position the City will seek to achieve based on strategic choice discussion. (This leads in phase 3 to a positioning statement from which a vision statement can be derived).
4. Preliminary summary of goals and strategies that are embedded within the selected strategic choices

Software: Powerpoint
Product: Selected and prioritized strategic choices
Preliminary positioning statement
Preliminary goals and strategies

Governance Meeting 3: Strategic Plan Endorsement

Pre-meeting document

- Strategic Plan, vers 1.0

Agenda

1. Process review
2. Detailed discussion and live editing of the strategic plan
3. Prioritization of the strategic plan
4. Discussion of strategy management system

Product: Strategic Plan

Governing Meeting 4: Action/Work Plan Review

Pre-meeting document

- Work Plan, vers 1.0

Agenda

1. Process review
2. Detailed review and editing of work plan and priorities

Software: Powerpoint

Product: Work Plan

11. Submit websites of strategic plans of comparable government agencies and other material that will distinguish your firm.

    a. www.cityofdoral.com. Go to home, government, city manager, strategic planning report.
    b. Pompano Beach. http://pompanobeachfl.gov/assets/docs/pages/strategic_plan/Strategic%20Plan%20Final%20FY%202014.pdf

12. Please provide a video or an internet link to a strategic planning session and a governance session.

For a governance session go to:

http://65.49.32.144/ppportal/agenda/search.aspx#

Under video search:

Enter a keyword to search for: transportation
Choose a meeting type: BOCC workshop
Hit: Search Now!

Some of the potential meetings to look at, are:

October 09, 2013
August 14 2013
July 23, 2013

For a strategic planning session:
Enter a keyword to search for: strategic planning
Choose a meeting type: BOCC workshop
Hit: Search Now!

Some of the potential meetings to look at, are:

March 05, 2013
February 13, 2013
January 16, 2013
October 04, 2012

13. Complete the top portion only of the attached Reference Forms.

14. Will firm accept payment by VISA? No.

CERTIFICATION:

This E-BID is submitted by: Name (print) __Herbert Marlowe_____ who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-BID 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-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

Signature Principal
Title

Form **IN -g**
(Rev. October 2007)
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) Herbert A. Marlowe

Check appropriate box: [X] Individual/Sole proprietor [ ] Corporation [ ] Partnership
[ ] Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ©_____
[ ] Other (see instructions) ©

[ ] Exempt payee

Requester's name and address (optional)

Business name, if different from above Analytica
Address (number, street, and apt. or suite no.)

City, state, and ZIP code Newberry, FL 32669

List account number(s) here (optional)

Social security number
267 82 5066

or

Employer identification number

Certification

Part I **Taxpayer Identification Number (TIN)**

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

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

Part II

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** [signature] **Date ©** 10/26/10

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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

Bill Matchell Insurance Agency
140-A NW 75th Drive
Gainesville, FL 32607

CONTACT NAME: Karla Kirkland
PHONE (A/C, No, Ext): 352-332-6881 FAX (A/C, No): 352-332-3502
E-MAIL ADDRESS: Karla@billmatchell.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Herbert A Marlowe Jr
PO Box 998
Newberry, FL 32669-0998

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			C355325E0959A	05/09/2016	11/09/2016	COMBINED SINGLE LIMIT (Ea accident)	$
	☒ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	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)

2006 GMC C1500 88057

B. Matchell 59-6751
A167948
North Florida FBB9

CERTIFICATE 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

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CERTIFICATE OF INSURANCE

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 LISTED BELOW.

FLORIDA FARM BUREAU INSURANCE COMPANIES
P.O. BOX 147030
GAINESVILLE, FLORIDA 32614-7030

COMPANIES AFFORDING COVERAGES:

Company Letter **A:** **Florida Farm Bureau General Ins. Co.**

Company Letter **B:** **Florida Farm Bureau Casualty Ins. Co.**

NAME AND ADDRESS OF INSURED:
HERBERT A MARLOWE JR
DBA ANALYTICA
PO BOX 998
NEWBERRY FL 032669

The policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	**General Liability:** ☑ Commercial General Liability (Occurrence Form) ☐ Owner's & Contractor's Protective ☐ Farmer's Personal Liability	SGL 9514545	08/20/16	08/20/17	General Aggregate	$ 2000
					Products-completed operations aggregate	$ 2000
					Personal & Advertising Injury	$ 1000
					Each Occurrence	$ 1000
					Fire Damage (Any one fire)	$ 50
					Medical Expense (Any one person)	$ 5
	Automobile Liability: ☐ Any auto ☐ All owned autos ☐ Scheduled autos ☐ Hired autos ☐ Non-owned autos				Combined Single Limit	$
					Bodily Injury (Per Person)	$
					Bodily Injury (Per Accident)	$
					Property Damage	$
	Excess Liability: ☐ Umbrella Form ☐ Other than Umbrella form				Each Occurrence $	Aggregate $
	Employers Liability: ☐ Farm Employer's Liability ☐ Farm Employee's Medical					$ (Each Occurrence) $ (Each Employee)
	Other:					$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:
CONSULTING

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
ST. JOHNS COUNTY BOCC
A POLITICAL SUBDIVISION
500 SAN SEBASTION VIEW STE 036
ST. AUGUSTINE, FL 32084

COUNTY CODE 01 DATE ISSUED 08/18/16

Serviced by ALACHUA County Farm Bureau

D JESUP ODOM
AUTHORIZED REPRESENTATIVE

93-7-692 (Rev. 5/93)

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM

HPSO Healthcare Providers Service Organization

Print Date: 10/26/2016

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0270483432	from 07/04/16 to 07/04/17 at 12:01 AM Standard Time

Named Insured and Address:
Herbert A Marlowe
Po Box 998
Newberry, FL 32669-0998

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpso.com

Medical Specialty: Clinical Counselor/LPCC

Code: 80723

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability $1,000,000 each claim $ 3,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault Includes Workplace Violence Counseling	$ 25,000	per incident	$ 25,000	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to $150,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Total: $ 479.00

Base Premium

Premium reflects Self Employed , Full Time , Member Discount

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	CNA80989	G-121503-C	G-121501-C	G-145184-A	G-147292-A
GSL15563	GSL15564	GSL15565	GSL17101	GSL13424	CNA80051
CNA80052	G-123846-D09	CNA81753	CNA81758	CNA82011	CNA79575
G-121486-B	G-123828-B				

Thomas F. Motamed — Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010) Coverage Change Date: Endorsement Change Date:

Analytica

POB 998
Newberry, FL 32669
HMarlowe@aol.com

352 339 6090 Voice

August 18, 2016

To Whom It May Concern:

1. Analytica is a sole proprietorship that claims exemption with respect to workers compensation insurance under F.S. 442. I am hereby so claiming the exemption. Analytica does not engage in activities related to the "construction industry" not does Analytica employ more than three (3) employees as those terms are defined in the workers compensation statute.

Thank you for your consideration.

Cordially,

Herbert A. Marlowe, Jr

Herbert A. Marlowe, Jr.
Principal

DRUG-FREE WORKPLACE FORM

E-BID#20160172

Strategic Planning Consultant

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Analytica does:

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

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

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

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

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

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

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

Bidder's Signature

10/26/14

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/Proposer Analytica

Signature

Printed Name and Title_Herbert Mlarlowe, Principal_

Date _____10/25/2016_____

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Herb Marlowe, Analytica
Reference: _Albert Childress, Asst City Manager, City of Doral Fax #: _305 406 6721 or 305 593 6618_____
Email: _albert.childress@cityofdoral.com _ Telephone #: 305 593 6690_____
Person to contact: __Albert Childress_____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Herb Marlowe, Analytica
Reference: __Eric Johnson, Asst County Manager, Strategic Planning, Hillsborough County_____ Fax #: No longer use fax machines____
Email: _____johnsone@hillsboroughcounty.net_____ Telephone #: _____813 272 6582__
Person to contact: _____Eric Johnson_____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

CHECKLIST

E-BID#20160172

Strategic Planning Consultant

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

_____ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160172, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar or sent by email to purch@cityofpsl.com by the due date and time.

✓ All questions on the questionnaire are complete and thoroughly answered

✓ Each Bid Addendum (when issued) is acknowledged

✓ W9 Form

✓ Current Certificate of Insurance

✓ Drug Free Workplace Form

✓ Read and Signed Vendor Code of Ethics

✓ Three Reference Forms

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

✓ Video or internet link to a strategic plan session and governance session.

✓ Checklist

QUESTIONNAIRE
E-BID#20160172
Strategic Planning Consultant

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, Consultant, 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 November, 2016
Keith & Schnars
Name of Organization / Proposer

1. **Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?**
   - ***Headquarters:*** Debbie Love, Project Manager, dlove@ksfla.com, V 954.776.1616; F 954.771-7690 6500 North Andrews Avenue, Fort Lauderdale, FL 33309
   - ***Satellite:*** James Anaston-Karas, Deputy Project Manager, StrategicPlan2008@gmail.com, V 772.341.0524, 25 SE St. Lucie Boulevard, Stuart, FL 34996

2. **Number of years your firm has performed as a Strategic Planning Consultant -Team.**
   - Collectively more than 20 years.

3. **Number of total staff located within the Treasure Coast Area. –**
   - More than 25, with Deputy Project Manager in Stuart.

4. **List all proposed personnel that will be part of the team for the planning for the City, including title, qualifications, and years of experience with your firm and years of strategic planning consultant and what Agencies that they were part of the team.**

Key Personnel: See organization chart for further detail			Years Experience			
Role on this Project	Personnel	Firm/Organization	Total	With Firm	Strategic Planning	Agency
Project Manager	Debbie Love, AICP, Director of Planning	K&S	27	14	6	K&S
Deputy Project Manager, Lead Facilitator	James Anaston-Karas, Principal	K&S (former); Planning & Facilitation Services	30+	1.5	8	K&S, K&S Partner
Analytics and Performance Metrics	David E. Scott, P.E., Principal	Kaizen Management Solutions	28	NA	15	Delray Beach City Management, Various
Strategies Analysis, Cost Estimating	Jake Ozyman, P.E., Director, Civil Engineering	K&S	18	2	5	K&S
Economics/ Economic Development	Kathy and Phil Gonot	PMG Associates, Inc.	37	NA	11	PMG

Strategic Planning Consultant

Debbie Love, AICP (Project Manager) - Ms. Love has over 27 years of experience in community visioning and workshop facilitation. She has expertise in urban, transportation, comprehensive and land planning, including the preparation of neighborhood and redevelopment plans. Ms. Love's strengths include public engagement strategies, design workshops, charrette planning and project management. She has served as Project Manager for a wide variety of visioning and strategic planning activities, both large and small, throughout Florida. Her completed projects include: the Grow Apopka 2030 Vision and Strategic Plan, the North Miami Downtown Development and Major Corridors Master Plan, the Washington Heights Neighborhood and Urban Design Plan, the City of Marathon Master Plan, each of which included a strategic planning component. *Academic Background: B.S., Business Administration: Applied Management Specialty, Kaplan School of Business, 2002; Professional Certifications: Certified Member of the American Institute of Certified Planners, AICP #022684, National Charrette Institute, Certified Watershed Manager, Florida Green Home Standard Certifying Agent, Florida Green Building Coalition, Inc., Planning Director Management, American Planning Association, All Hazards Mitigation Planning Certification, Emergency Management Institute; Professional Affiliations: American Planning Association (APA), Florida Chapter American Planning Association (FAPA), Broward & Treasure Coast Sections, Florida FEMA Task Force, State of Florida Hazard Mitigation Advisory Team.*

James Anaston-Karas (Deputy Project Manager) - Creative and versatile senior executive excels at managing multi-disciplinary teams to solve complex urban, social and environmental resource problems. Keen political acumen from decades of public administration and private sector experience employing innovative design, programmatic, management, budgetary and legislative solutions. Skilled small and large-group facilitator, public outreach specialist and consensus builder formulating shared strategic visions. Grants and appropriations advocacy. Reported to chief executives, senior elected and appointed local, regional and high-level state officials. Strategic Planner/Facilitator: Apply advanced facilitation, various nominal group workshop, and Charrette-style planning techniques to consensus visions and strategic priorities plans for local governments, not-for-profits, neighborhoods, economic development zones, landowners and businesses. Diverse portfolio from small companies to local governments ranging from 35,000-180,000 population. *Academic Background: M.S., City & Regional Planning, Ohio State University, 1983, Certificate, Liberal Arts, Architecture/Town Planning, New College, Oxford University, England, 1981, B.A., Political Science, Southern Illinois University, 1980; Professional Certification:* ***Charrette Planner,*** *National Charrette Institute,* ***Advanced Facilitation,*** *Broward County Board of County Commissioners; Professional Affiliation:* ***Florida League of Cities,*** *"Strategic Planning in Tight Budget Times" seminar leader at Annual Conference, 2011.*

David E. Scott, P.E (Analytics and Performance Metrics) - Mr. Scott has over 28 years of experience in public sector management, providing planning and leadership to Department Heads and other County/City management staff within municipal services department areas such as Utilities, Solid Waste, Public Works, Transportation, Airport, Engineering, and Public Safety. Mr. Scott has transformed under-performing public agencies into ones that meet customer service demands and expectations through strategic outcome oriented budgeting and performance management. He develops effective performance, financial and asset management processes that identify measurable outcomes, track trends and create opportunities for innovation, intervention, and correction at every level of the organization. *Academic Background: M.S., Engineering, University of Maryland, College Park, Maryland, B.S., Civil Engineering, University of Maryland, College Park, Maryland; Professional Registration: Professional Engineer.*

Jake Ozyman, P.E., ENV SP (Strategies Analysis, Cost Estimating) - Over the past 18 years, Mr. Ozyman has successfully managed numerous infrastructure, roadway, land development and water resources projects, understanding key stakeholder/agency needs and requirements, meeting those needs without compromising on project goals or client budgetary and schedule requirements. Mr. Ozyman focused on project intent; understood constraints and opportunities; and worked collaboratively in a multi-disciplined environment. In addition to engineering design expertise, Mr. Ozyman served as Senior Project Engineer on some of the most complex projects within the Metropolitan Area with specific experience in construction inspection of highway, bridge and entire street infrastructure including new sidewalk, curb, road restoration, traffic signals, streetlights, water mains, sanitary and storm sewers, and catch basins. With emphasis in project set-ups, management, record keeping, quality control, material testing, closeouts, problem solving, constructability reviews and estimating. Academic Background: *M.S., Civil Engineering & Construction Management, New York University, 2009, B.S., Engineering, Yildiz Tech University, 1997; Professional Registrations: Registered Professional Engineer, FL #74421, NY #90288, MD #42815; Professional Certifications: FDOT QC Manager, Asphalt Paving Level I, Asphalt Paving Level II, Advanced Maintenance of Traffic, 2014, FDOT LAP Bid Packages Training, 2015 , FDOT LAP Scheduling Training, 2015, Envision™ Sustainability Professional.*

Strategic Planning Consultant

Phil Gonot (Economics/ Economic Development) - Over 37 years of experience developing research into cost analysis of projects to determine the benefits received and the costs incurred, capital cost assessments, economic feasibility, market analysis studies and impact considerations. Performs economic evaluations, along with projection of direct and secondary impacts of a variety of capital intensive projects. Determination of the proper budgetary allocations and the analysis of all fiscal aspects of the study. *Academic Background: B.BA. Economics, M.S.M. Finance, M.Acc. Accounting; Professional Registration: C.P.A. certification in Florida.*

Kathy Gonot (Economics/ Economic Development) - Performs market analysis/research, stakeholder interviews/focus groups on projects ranging from housing and commercial activities to utility systems to economic impact analysis. Conducts research and evaluations of the economic impacts of capital projects for various municipal entities. Over 37 years experience developing analytical studies of research and survey projects designed to determine public perceptions and to gather input for the development of programs for success. *Academic Background: B.S., Sociology; M.S., Sociology; Professional Associations: Member-North Carolina Downtown Development Association, Past President-National Association of Women Business Owners, Past Chairman-Deerfield Beach Redevelopment Committee.*

5. **Provide in one (1) page a history of your organization and any other appropriate descriptive information.**
   Keith & Schnars (www.ksfla.com) (KS) is a multi-disciplinary consulting firm with a proud history empowering Florida communities toward a better quality of life for nearly 45 years. This includes helping Port St. Lucie (PSL) and the Treasure Coast to shape is urban and natural places through growing commercial, residential, recreational, and transportation infrastructure.
   Team members have created strategic vision and strategic plans for public and private entities - in the public sector ranging from Florida cities to regional authorities. With five satellite offices and its HQ in Fort Lauderdale, KS strives to retain a small firm feel and personal approach, while serving as one of Florida's most influential industry leaders.
   For this project, KS is teaming withstrategic planning expert James Anaston-Karas, former KS Vice President (located in Stuart); accomplished Public Sector Executive David E. Scott, P.E., and a strategic outcome-based performance management system expert; and PMG Associates (Phil and Kathy Gonot) for economic and economic development expertise.

To vastly improve your deficient Strategic Plan (the "Plan"), the KS Team stands apart because it offers:

a. Exceptional local knowledge – From more than a decade working on transformational local projects (e.g. Crosstown Expressway), and drawing upon comparable statewide experience, we know PSL.

b. A new strategic system with empathy - From extensive experience at the highest levels of public administration including municipalities, we understand your business and culture, thus have honed a strategic planning niche to suit your needs. Choose KS to design your **"strategic outcome-based performance management system"** to garner the rewards proven by this model elsewhere. Because we empathize with your needs, among the system merits are:

- Transformation of traditional public service delivery from bureaucracy to agile and responsive, interactive, on-demand, transparent services.
- Community engagement that demonstrates the City provides the services the public requires, at the level of service the public needs.
- Integrated stakeholder system, thus establishing needs and priorities which maintain public relations and support.
- Budget development which avoids annual "dash to the finish line" leaving little time for in-depth review. More agility to respond quickly to customer needs and unforeseen challenges.
- Tools for continuous improvement, succession planning, and knowledge transfer that recognizes the value of the employees performing day-to-day.

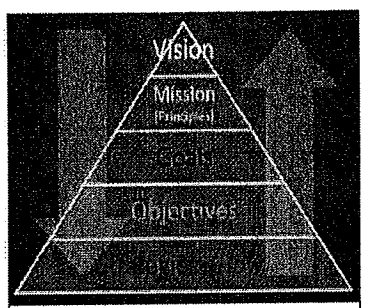


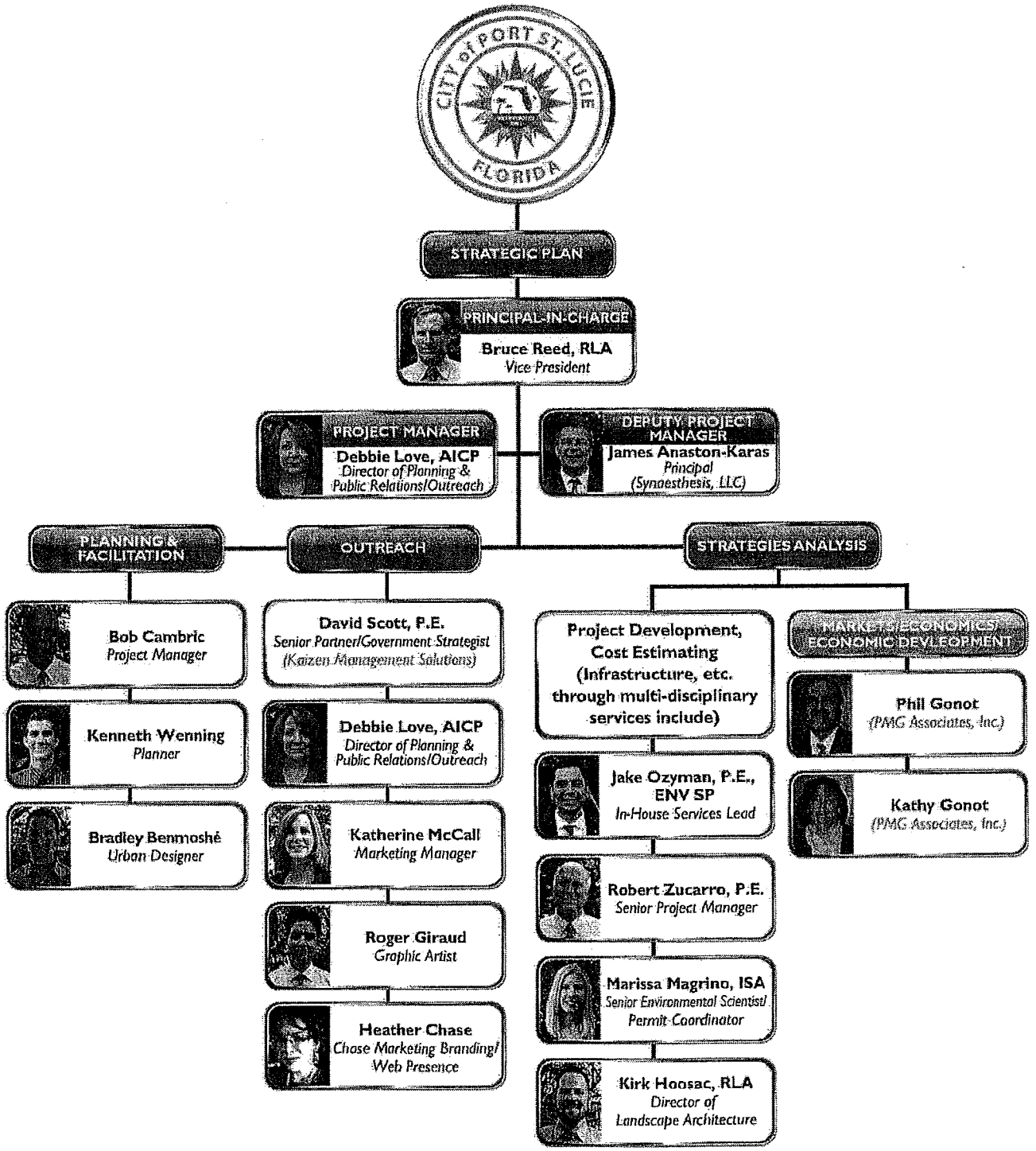
Figure 4- Strategic Plan Pyramid. Strategic Vision atop the pyramid drives the rest of the plan components, and vice versa. So each strategy is an action selected to achieve objectives and goals. Goals in turn allow the City to accomplish the mission while pursuing the Vision. Not pictured are performance measures, which are the means by which progress toward accomplishing each strategy is gauged.

c. Plans with experts' metrics – "Platitude planning" doesn't answer difficult strategic question of HOW, nor do engineered solutions with impressive metrics alone achieve strategic visions. The Plan we deliver selects the most desirable action strategies which feed the vision, and measures performance-based outcomes from the public's investment. The heart of the strategic plan (policies and action steps with built-in tracking of performance measures at desired levels of service) is developed and critiqued by our multi-disciplinary experts in

planning, engineering, landscape architecture, economics, construction administration/ inspection, surveying, and environmental sciences. So they are innovative but realistic, and can be adjusted according to desires and tough budgetary decisions.

d. Cost for services - Because of our niche developed over years, our service costs for desired output compete more than favorably with the competition. Beyond just a scope of services, we invest our time and pride in your project. We also recognize our role is to partner with the City to develop the roadmap. Our goal is to provide the appropriate level of support that will allow the City to continue with the process and achieve the desired outcomes.

6. Provide an organizational chart.



7. Provide a list of clients in the past five (5) years include contact name and email information.

Project	Client	Contact
Muskogee, 2020 Strategic Plan. "Aiming closer toward a shared priority agenda."	Muskogee, OK	Howard Brown, City Manager hbrown@cityofbell.org
Stuart 2024 Strategic Plan	Stuart, FL	Paul Nicoletti, City Manager or Eula Clark (former Mayor) pnicoletti@ci.stuart.fl.us
Department of Environment and Infrastructure • Strategic Plan • Outcome Based Performance Management Program	Pinellas County, FL	Robert Peacock, Interagency Water Manager rpeacock@pinellascounty.org
Department of Public Works • Strategic Plan	Baltimore, MD	Sheila Dixon, Former Mayor sheila.dixon3@verizon.net
Department of Public Works • Strategic Plan • Outcome Based Performance Management Program	Atlanta, GA	Sandra Jennings, Former Deputy Commissioner for Public Works sdj@pentagon540.com
Lauderdale Lakes Strategic Plan 2022	Lauderdale Lakes, FL	Kelvin Baker, City Manager, kelvinb@lauderdalelakes.org
Countywide Strategic Plan	Martin County, FL	Taryn Kryzda, Administrator or David Graham, Administration Director, tkryzda@martin.fl.us
Enterprise Zone Strategic Development Plan	Martin County, FL	Same as above, and David Powers (former EZDA Chair) david@indiantownrealty.com
Apopka, FL Strategic Vision Plan (with Strategies)	Apopka, FL	Glen Irby, City Administrator girby@apopka.net
Town-Wide Strategic Plan	Miami Lakes, FL	Alex Rey, Town Administrator, or Asst. Administrator Andrea Agha, reya@miamilakes-fl.gov
The Opa Locka 2020 Strategic Plan: Toward a 5-Star Community	Opa-Locka, FL	Kelvin Baker or Howard Brown kelvinb@lauderdalelakes.org, hbrown@cityofbell.org
NW 79th Street Corridor- Development Strategies and CRA Finding of Necessity	Miami-Dade County, FL	Jorge Fernandez, Community Redevelopment and Municipal Development Coordinator jjorge@miamidade.gov
Visioning with Strategies and CRA Finding of Necessity	Miami Gardens, FL	Cameron Benson, City Manager cbenson@miamigarddens-fl.gov
5-Year Citywide Strategic Plan	Miami Beach, FL	Kathie Brooks, Asst. City Manager, kathiebrooks@miamibeachfl.gov
Downtown Development and Major Corridor Master Plan (Visioning	North Miami, FL	Tanya Wilson-Sejour, City Planner tsejour@northmiamifl.gov
Indiantown Heritage: Living History. "A Strategic approach to celebrate and honor the proud heritage of Indiantown and Western Martin County, FL"	Martin County, FL Housing Authority	Brian Powers, brian@indiantowngas.com

8. In two (2) pages provide the method including software and approach that will be used for the strategic planning for the City.

To reach your objective, to "facilitate the revisions to the City's comprehensive Strategic Plan," our approach and methods (including software) are tried and tested with other public sector clients. Simply put, we will assist in developing the "North Star", which is the overarching vision; then sequentially, coordinated and ranked strategies for each of the City's operations - with measureable milestones to achieve the desired outcomes. This assistance with a "roadmap" consists of four main steps with subtasks:

Part 1. Initiation - With key project staff and Steering committee (formed with advice from the Consultant), a kick off meeting will include: draft strategic plan objectives narrative, confirm the Plan horizon (3 to 5, and up to 10 years

is recommended), approve the one-on-one interview approach and questionnaire, approve an opinion/survey questionnaire, and approve the communication and outreach plans. It should also include a SWOT analysis to begin to focus on the key constraints and opportunities the Plan should embody. Unique to the KS Team is special care in branding the project while using various social media and city or separate website to explain the objectives and engage public participation. We understand that public engagement is key to successful plan implementation while strengthening the public's trust in government. Traditional components such as project logistics (scheduling and administrative chores) will also be confirmed.

Part 2. Community Assessment of Current Conditions, and Framing a Vision - With the completion of an "environmental scan", which is an assembly of critical data with trends, the Team should develop a "do-nothing" scenario. This means discovering status quo outcomes if no new strategies are implemented. Sometimes this information is available in large part already- sometimes not. If such data is already available to the satisfaction of the project team, new resources need not be spent. Using the Team's economist, and coordinating with the Treasure Coast Regional Planning Council's economists and Comprehensive Economic Development Strategies Plan, critical economic and market condition data and trends will be presented. However, we understand that municipalities are under increasing pressure to perform with limited resources, aging infrastructure, increasing regulations and unfunded mandates, and a transitioning workforce. Consequently, the City is embarking on this project because they believe as we do that the 'do-nothing" option is not the preferred option.

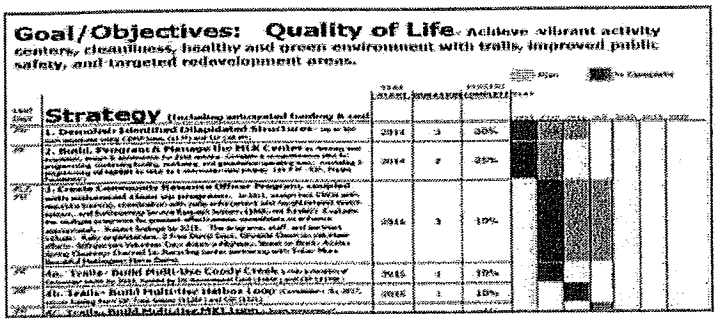
One-on-one interviews with key decision makers (Council and others as desired) is also recommended to augment and confirm the environmental scan, together with discovering individual visions, goals and strategies. Simultaneous with the interviews, the preliminary results of a preference/opinion survey should be shared. The Team is familiar with and qualified to conduct various methods of surveying. The tool can be employed through one of the following: Survey Monkey, National Citizen Survey, or a preferred university; subscriptions or fees for each with SM being the lowest cost.

Next in sequence is a professionally facilitated Retreat-style Workshop with the Council. The emphasis is to celebrate accomplishments and progress, discover new group consensus vision, goals and to the extent possible, strategies.

Part 3. Develop, Analyze, and Refine Emerging Strategic Plan - Continuing to frame the vision, goals and strategies, the Team will design, conduct and facilitate a Town Hall Workshop Series (geographically spread about the City, or organized by topic with more "focus group" approach). These lively sessions are designed to obtain the highest quality input possible. Using advanced facilitation methods to interact with the public and private interest groups, such as the Chamber and Community leadership, a Plan with vision, goals and strategies begins to take shape. While up to this point in the process virtually all recommendations are entertained, at this stage the list of possible should be whittled down to more probable goals and strategies. This is accomplished by convening the Steering Committee, the City's operational department liaisons and/or the Council to weigh in and narrow the scope and focus of the Plan by rank ordering the options presented. The recommended method for such a meeting is American Assembly format (as also described in Question 10). Subsequent to this narrowing, the staff and consultant should convene for an intense "stand-up action" planning meeting. The objective of this meeting is to critically analyze the preferred goals and strategies with as many facts, figures, costs and resource questions as can be brought to bear during a limited time frame for study and analysis. Funding and financing methods, partnerships, analogue community success or failure, and any other relevant factors should be brought to bear. The outcome of this project phase is to yield a staff and consultant collaboratively recommended Plan that is realistic and implementable. Our experience proves that a plan that is inclusive and relatable is a plan that has ownership and is sustainable.

Part 4. Receive, Refine and Approve Plan; Begin Implementation with Accountability - Striving for unity among all interest groups and stakeholders, the recommended Plan should enjoy consensus support and Council Approval. Implementation is best achieved through a **strategic outcome-based performance management system** (SOBPMS) that links the City's tactical plans to the outcomes through the various strategies and tracks progress through performance metrics and data. The strategies are also linked to annual and long-range budget documents. To achieve the City's desire for data driven government, through the SOBPMS performance measures and data management systems would be integrated into the City's everyday operating protocol. Therefore, the City will be empowered to easily identify changes or obstacles to successful implementation of the Plan that may threaten the desired outcomes.

The Plan and SOBPMS can be integrated into the "AchieveIt" software already used by the City, or adapted for more traditional spreadsheet software (Excel), or integrated into another software platform more easily integrated into the City's budget. Any of those formats will enable the use of outcome-based performance management, which is critical to employ this well-acclaimed management and accounting tool.



The format of the Plan should lend itself to easy reporting on progress at chosen intervals. A traditional means is a Gantt layout which can show percent of tasks complete, as pictured.

Regarding benchmarking, we find the National Citizen Survey (NCS) and Florida Benchmarking Consortium to be good tools to compare municipalities' progress and preferences across similar-sized entities in Florida, or nationally. The NCS community preference service is generally conducted every 2 years, however can be tailored. According to our research, PSL last used this tool in 2009 but has not renewed. Alternatively, citizen opinions and preferences to measure success, or to benchmark against other communities, can be conducted by the City (using such tools as Survey Monkey).

Software to augment the process includes:

- Excel – for scoring and ranking
- SimpleMind – to display, edit, and synthesize new ideas (complimenting the "magic working wall")
- Wordle™ - construct word clouds showing popular themes, ideas
- Presentation software- PowerPoint or Prezi
- AchieveIt (tracking and dashboards)
- Key pad polling by Planning Tool Exchange- or other comparable including smart phone access
- Various existing work order systems or data warehouses; i.e. SCADA, Utilities, Fleet, Code, Fire, Police, Public Safety, Recreation & Parks, Finance, etc.

9. In two (2) pages provide your firms understanding of issues related to the City and any effect on the strategic plan.

KS' Team brings an intimate understanding of multiple community issues, in part since its Treasure coast major project involvement and office presence dates back more than a decade. To name a few transformative projects, K&S Team members were involved in western Port St. Lucie (PSL) lands development planning, and Crosstown expressway planning and permitting, McCarty Ranch master planning, and continuing transportation/bridge work for the City. Additionally, staff has been involved with the Martin/St. Lucie master waterways planning, St. Lucie County western lands and sector planning, and the seaport and inland port. From this depth of experience emerge three factors that should steer this project:

a. Aspirational economic development should be central to the Plan: Economic development potential in St. Lucie County remains significant, with PSL poised to the lead the way. Since economic conditions swung to extreme negative territory during the 2008 crash, the high expectations that St. Lucie County would lead the market rebound were not realized. Based on credible forecasts, there is still that potential with a long-enough window on the horizon.

The health of the City's finances hinge on successful business sector growth and retention. Available land, plentiful workforce, a desired shift to new industry clusters, and most of the necessary infrastructure are some of the key elements already in place.

KS team members are well aware of, or have been involved with recent strategic planning of the St. Lucie Economic Development Council (EDC) and the St. Lucie Chamber of Commerce. PSL strategic planning should mesh with and advance select desirable strategies from those plans, as well as the simultaneous update of the Florida Chamber Foundation's strategic statewide *2030 Plan* about to begin, and the Comprehensive Economic Development Strategy (authored by the Treasure Coast Regional Planning Council).

As excerpted from the Strategic Plan of the EDC ". . . *the attention of civic and private sector leaders must now focus on ensuring that the community has viable mechanisms to harness the public and private resources at hand, to develop additional resources, and to deploy them in a way that will make a tangible difference in the future performance of the St. Lucie County economy.*" (p. 12).

b. The existing Strategic Plan begs improvement: From our extensive experience formulating, critiquing and using strategic plans; respectfully, the existing strategic plan falls short of necessary organization, detail, and measurable results to coordinate City resources toward achieving its "North Star." While it may contain some elements of a desirable vision that are still timely, the Plan needs reorganization, narrowing, prioritization in tiers, and application of strategic outcome-based performance management. It could also be shorter in the interest of keeping it focused.

Good strategic planning goes well beyond platitudes. While meritorious, the desire to be the best place to live, work and play is not a vision which sets a City apart from more than 400 other Florida municipalities. Crystallizing a strategic vision, while remaining cognizant of strengths and weaknesses, then selecting the most important goals and strategies and measuring progress is the real value of well-constructed strategic plans.

A well-done strategic plan offers accountability, priorities and details which are attainable but not easily determined- it is a rigorous if not difficult process – however, with great value for organizational management. Ideally, it should align and steer all the other City plans and be an integral part of the budget, from bringing focus to the Comprehensive Plan to providing a spending and debt blueprint. It should also be a part of the City's annual budget and Capital Improvement Plan.

c. A new strategic plan promises to "steady the ship": Strategic planning is a valuable municipal management tool as regular practice; however with the City's significant turnover of elected officials and senior staff in the last 5-10 years, the value of a consensus multi-year strategic plan is heightened especially in the context of Florida's Sunshine government and organizational knowledge transfer. In addition, a new Plan will be especially timely after the 2016 election and the impending selection of a new city manager.

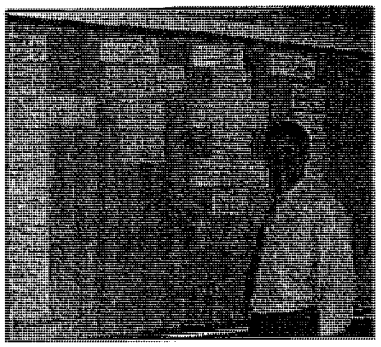
A positive "steady ship" message and image is essential to fuel the City's success. First, in terms of the public arena, so that top notch staff continues with their loyal service and new staff will be attracted. Second (but no less important), in terms of the private market place - so that new companies and developers will invest in the community bringing jobs, prosperity and increasing tax base.

In this regard, the KS strategic planning team has worked with elected bodies and leadership teams who begin the planning process with all or most in alliance, or with serious division. While either extreme can destroy a constructive planning process; we know how to navigate this challenge using many tools and techniques.

10. In two (2) pages provide a detail of the items and method used to facilitate the governance meetings with City Council, please provide name of software if utilized.

Engagement with the City Council should occur early and later in the process, with the time in between allowing staff and the public to generate ideas and flesh out details. Of course, the Council has final say over the Plan adoption or acceptance. Council members are certainly welcome to attend various community outreach meetings, and are encouraged to listen more than engage at such meetings.

We have composed plans which more heavily engage the public in a series of community meetings, through surveys and social media interaction, and other means including a project website. On the other hand, some projects relied heavily on staff and Council's interpretation of the community will. Either method might engage to the desired degree community leaders, standing advisory committees, or an appointed strategic plan steering committee engaged for the project's duration. The planning process should engage the most persons possible who adopt and own the plan, thus becoming its advocates and lending greater continuing support. Naturally more meetings, more public outreach tools, and longer time duration translates to greater project cost.



Regarding "governance," the process desired is more about collegial consensus building versus traditional governing meetings using Robert's Rules of Order. The techniques used are called Nominal Group, cardstorming, preference voting (or dotting), and American Assembly. The team's favored method for Nominal Group uses a unique method known as an idea wall, or "magic blue wall", which is used to rapidly collect and synthesize all the Plan components. Not until the final adoption meeting is it recommended that the Council use its regular, more traditional meeting protocol.

Before the traditional Council meeting, three types of governance meetings involving the Council are anticipated:

1. The first is a retreat-style, professionally facilitated meeting intended to vet higher level vision, mission and goals, based on strengths, weaknesses, opportunities and threats - some of which are discovered through an "environmental scan". Professional facilitation for such meeting is used to create a relaxed atmosphere which avoids perils of "groupthink" and endeavors to bring even the most difficult discussions to the surface for honest deliberation.
2. The second meeting engaging Council would consider an emerging Plan synthesized by the Consultant using input from the public and other influencers. Using a facilitated and collegial process, the Plan would be reviewed in toto to seek the Council's ranking of top preferred items. Those items "making the cut" would then advance for more analysis such as costing and other details.
3. The third meeting would engage the public with interest group representatives, and the Council. Using the American Assembly technique, this meeting would be designed to select outliers in the Plan with serious objections. The methods, process and techniques rely on specialized facilitation skills. With several certified facilitators on the KS Team, we bring a special passion and proven record for consensus building while not "watering down" new ideas. These skills are not built without many years of practice in differing settings.

In sum, the Council will have several opportunities to steer the Plan's formulation, and then govern its implementation through the annual and CIP budget processes. It will establish organizational expectations, level of service, assign appropriate resources for desired outcomes, and affirm the business approach to performance management (with targets and metrics). Finally, leadership will be able to monitor progress through public report cards and/or dashboards.

Software to augment the process includes:

- Excel – for scoring and ranking
- SimpleMind – to display, edit, and synthesize new ideas (complimenting the "magic working wall")
- Word- construct word clouds showing popular themes, ideas
- Presentation software- PowerPoint or Prezi
- Achieve It – display dashboards, charts, performance measurements and goals
- Key Pad Polling by Planning Tool Exchange- or other comparable including smart phone access

11. Submit websites of strategic plans of comparable government agencies and other material that will distinguish your firm.

- The 2010 Baltimore City Department of Public Works Strategic Plan; Not available online (available electronically)
- The City of Atlanta Department of Public Works Strategic Plan; Not available online (available electronically)
- Lauderdale Lakes Strategic Plan 2022 (Sept 2016) . Not posted on line. Plan facilitation and drafting to integrate and realign City Budget for growth plan (15,000 residents in 5 years).
- "Muskogee, 2020 Strategic Plan. Aiming closer toward a shared priority agenda." (4/2015) http://www.cityofmuskogee.com/images/uploads/dept_044/2020StrategicPlan042715.pdf. $158 million+ in projects, and detailed timeline of strategies in progress over five years.
- Stuart 2024 Strategic Plan. http://www.cityofstuart.us/images/stories/Finance/2024_Strategic_Plan.pdf (12/2013).
- Martin County Commission: (1) 3-year Countywide Strategic Plan 2015 (adopted in 2012). (2)Enterprise Zone Strategic Development Plan. Adopted 2012. (neither available online)

- Martin County Commission - Indiantown Housing Authority. "Indiantown Heritage: Living History. A Strategic approach to celebrate and honor the proud heritage of Indiantown and Western Martin County, FL." (April 2014). Excerpt: https://www.facebook.com/photo.php?fbid=1426855594248928&set=yo.100007735033130.2014.www_timeline.&type=1&theater
- "The Opa Locka 2020 Strategic Plan: Toward a 5-Star Community." 2013 adoption here: http://opalockafl.gov/archive.aspx?amid=&type=&adid=201 (see page 10) followed by subsequent 2014 progress report and plan update.

12. Please provide a video or an internet link to a strategic planning session and a governance session.

Pinellas County, Florida; Performance Management –

- http://www.pinellascounty.org/strategicplan/performancemgt.htm
- https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=3&ved=0ahUKEwjivNucyO_PAhUKKCYKHSa3A60QFggsMAI&url=http%3A%2F%2Fwww.flbenchmark.org%2Fvertical%2Fsites%2F%257B101652CD-38DF-4EBF-A75F-D340327A2266%257D%2Fuploads%2FIMPLEMENTING_PERFORMANCE_MANAGEMENT_IN_PINELLAS_COUNTY_Bob_Peacock_David_Scott.pptx&usg=AFQjCNHN0lF4CEBV4rQx6UxUcIBNUtxF1Q&sig2=hslRi5pU7Xex7cGfAypoqw&cad=rja

City of Atlanta, Georgia; ATLStat

- http://eaca.net/_notes/ATLStat.pdf
- http://www.atlantaga.gov/index.aspx?page=133

City of Baltimore, Maryland; CitiStat

- https://www.americanprogress.org/wp-content/uploads/issues/2007/04/pdf/citistat_report.pdf
- http://citistat.baltimorecity.gov/
- https://www.hks.harvard.edu/index.php/content/download/68568/1247082/version/1/file/ggb_entire.pdf; pages 28, 237

Links to plans for Muskogee, OK, Stuart and Opa-Locka, FL provided with response to item number 11.
Town Hall style meeting adoption available from City of Opa-locka archives.

13. Complete the top portion only of the attached Reference Forms.

14. Will firm accept payment by VISA? Yes

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
N/A	

CERTIFICATION:

This E-BID is submitted by: Name (print) Bruce Reed, RLA who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-BID 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-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

Signature

Vice President
Title

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
KEITH AND SCHNARS, P.A.

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.)
6500 NORTH ANDREWS AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
FORT LAUDERDALE, FL 33309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 1 4 0 6 3 0 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/8/16

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.

KEITAND-01 NCHANDUVI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2016

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

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

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company	19445
INSURER B : Continental Casualty Company (CNA) A, XV	20443
INSURER C : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Keith and Schnars, P.A.
6500 North Andrews Avenue
Ft. Lauderdale, FL 33309-2132

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 X PRO-JECT X LOC OTHER:			5180214	03/01/2016	03/01/2017	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
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2961640	03/01/2016	03/01/2017	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			L6012004191	03/01/2016	03/01/2017	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		012015939	03/01/2016	03/01/2017	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
B	Professional			AEH 00 609 12 27	03/01/2016	03/01/2017	Per Claim		2,000,000
B	Liability			AEH 00 609 12 27	03/01/2016	03/01/2017	Aggregate		4,000,000

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

CERTIFICATE HOLDER

KEITH AND SCHNARS, P.A.
6500 N. ANDREWS AVE
FORT LAUDERDALE, FL 33309

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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DRUG-FREE WORKPLACE FORM
E-BID#20160172

Strategic Planning Consultant

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _
Keith & Schnars_____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

_November 1, 2016_____
Date

VENDOR CODE OF ETHICS

"A City for All Ages"

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

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Keith & Schnars

Signature Bruce Reed

Printed Name and Title Bruce Reed, RLA, Vice President

Date November 1, 2016

D 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.

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)
Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: James Anaston-Karas
Reference: Muskogee and Opa-locka Strategic Plans Fax #: (562) 806-7709
Email: hbrown@cityofbell.org Telephone #: (305) 788-9647 or (323) 771-9473
Person to contact: Howard Brown, Jr., City Manager, ICMA-CM, City of Bell, CA (former Muskogee City Manager and Community Development Director, Opa Locka)

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: James Anaston-Karas
Reference: Town of Miami Lakes Strategic Plan Fax #: _____
Email: reya@miamilakes-fl.gov Telephone #: (305) 905-3700
Person to contact: Alex Rey, Town Administrator; Assistant Town Manager Andrea Agha

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: James Anaston-Karas
Reference: City of Lauderdale Lakes Fax #: (954) 535-1892
Email: tcadderly@lauderdalelakes.org Telephone #: (954) 535-2740 / (305) 335-9174
Person to contact: Kelvin Baker, Sr. City manager, ICMA-CM

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)
Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: James Anaston-Karas
Reference: City of Stuart Fax #: _____
Email: pnicoletti@ci.stuart.fl.us Telephone #: (772) 288-5312
Person to contact: Paul Nicoletti,Esq, City Manager or Hon,. Eula Clarke (former Mayor)

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Kaizen Management Solutions
Reference: Pinellas County
Fax #: (727) 464-5858
Email: rpeacock@pinellascounty.org
Telephone #: (727) 743-4031
Person to contact: Robert Peacock

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication _____
Cooperation _____
Timeliness _____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST
E-BID#20160172
Strategic Planning Consultant

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

__X____ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160172, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar or sent by email to purch@cityofpsl.com by the due date and time.

__X____ All questions on the questionnaire are complete and thoroughly answered

__N/A___ Each Bid Addendum (when issued) is acknowledged

__X____ W9 Form

__X____ Current Certificate of Insurance

__X____ Drug Free Workplace Form

__X____ Read and Signed Vendor Code of Ethics

__X____ Three Reference Forms

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

__X____ Video or internet link to a strategic plan session and governance session.

__X____ Checklist

QUESTIONNAIRE

E-BID#20160172
Strategic Planning Consultant

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, Consultant, 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 November 2016

Management Partners
Name of Organization / Proposer

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

   Address: 1730 Madison Road, Cincinnati Ohio 45206
   Phone: 513-861-5400
   Fax: 513-861-3480
   Gerald E. Newfarmer, jnewfarmer@managementpartners.com

2. **Number of years your firm has performed as a Strategic Planning Consultant.** 22

3. **Number of total staff located within the Treasure Coast Area.** 0

4. **List all proposed personnel that will be part of the team for the planning for the City, including title, qualifications, and years of experience with your firm and years of strategic planning consultant and what Agencies that they were part of the team.**

Kevin Knutson, Regional Vice President

Kevin has more than 20 years of experience directing local government strategic planning, communications, and budgeting functions, with an emphasis on performance measurement and process improvement. He was part of a team that implemented quality management practices in Coral Springs that led to the City being the first local government to earn the Malcolm Baldrige National Quality Award. For eight years, he directed strategic planning, budgeting, and performance management for two large cities. He is recognized as a Credentialed Manager by ICMA and was 3CMA's "Communicator of the Year" in 2011.
Kevin has been with the firm for almost five years and led the strategic planning efforts in West Palm Beach and Parkland, Florida; and participated in strategic planning for Newport, Rhode Island; Bladensburg, Maryland; Margate, Florida; the Kansas City Area Transportation Authority, Missouri; and Montgomery, Ohio, among others. He and Jacquelyn are currently assisting Port Chester, New York with their strategic plan.

Amy Paul, Corporate Vice President

Amy has more than 30 years of experience in local government management, performance measurement and strategic planning. She assists public agencies in conducting organizational reviews, implementing organizational improvements, identifying alternative service delivery methods, designing and implementing performance management systems, and developing strategic and business plans. Amy was part of the original management team of the International City/County Management Association's Center for Performance Measurement and she helped produce ICMA's training materials on outcome measurement. She is the editor of the book *Managing for Tomorrow: Global Change and Local Futures,* and is the author of many articles in professional publications, including *The Municipal Year Book.* She has assisted a wide variety of clients, including cities, counties, special districts and individual government departments and agencies with strategic planning, goal setting, public engagement activities and other large and small-scale facilitations. A sampling of clients she has served include the City of Huntington Beach, California; the Orange County Cemetery District; the Solano Irrigation District; the Louisville (Kentucky) Health Department, the Hamilton County (Ohio) Job and Family Services Department; the King County Sheriff's Office; the Town of Mansfield, Connecticut; and the cities of Worthington and Montgomery, Ohio.

Amy has been with the firm for 20 years and recently led the Port Orange and Margate, Florida strategic planning facilitations, as well as numerous other jurisdictions across the United States, including the Kansas City Area Transportation Authority, Missouri; Wichita, Kansas; Montgomery, Ohio; Newport, Rhode Island; and many more. She and Jacquelyn are currently assisting Ingham County, Michigan with their strategic plan.

Jacquelyn McCray, Ph.D., Senior Manager

Jacquelyn is a professional planner and a certified economic development professional. She has worked on numerous projects involving development review, organizational and workflow analyses, performance measurement, strategic benchmarking and planning, and service sharing. She also has excellent interview and facilitation skills, and frequently conducts leadership, employee and stakeholder focus group meetings Jacquelyn has assisted organizations in future search, mission and vision setting, the identification of critical environmental indicators, and in crafting goals and objectives in the completion of strategic planning projects. Specifically she has assisted the following cities and organizations to develop strategic plans: City of Margate, Florida, City of Morgantown, West Virginia; the Mansfield Downtown Partnership, Mansfield, Connecticut; Montgomery, Ohio; the Louisville, Kentucky Health Department; the Town of Mansfield, Connecticut; Hamilton County, Ohio Department of Job and Family Services; Lake County, Illinois and The Advance, a Division of the General Board of Global Ministries of the United Methodist Church. Jacquelyn is a member of the American Institute of Certified Planners (AICP).

Jacquelyn has been with the firm for 18 years and recently led the strategic planning processes for Morgantown, West Virginia and Bladensburg, Maryland; and was part of the team for Margate, Parkland, Port Orange, and West Palm Beach, Florida; as well as Ingham County, Michigan; Port Chester, New York; and Montgomery, Ohio.

Sam Lieberman, Senior Management Advisor

Sam Lieberman is responsible for helping clients in improving the use of strategic and business planning, conducting complex financial and operational analysis, organization reviews, process improvement studies, and service sharing projects. He has helped facilitate strategic planning and process improvement workshops,

developed and analyzed strategic planning community input surveys, conducted research and analyses, assisted in the development of performance measurement systems, and directed benchmarking research. He has recently assisted the cities of Norfolk and Kansas City in strategic and business planning. Other recent clients include Berkeley, Carson, San Bernardino, Orange County, and Santa Clara Valley Water District in California; Hartford, Mansfield, and New Haven, Connecticut; Kenton County and Florence, Kentucky; DeKalb County, Georgia; Pinellas County and Largo, Florida; Phoenix, Arizona; and Hamilton County, Fairfield, Mason, Montgomery, and Westerville, Ohio.

Sam has been with the firm for six years and has contributed to all recent strategic planning projects.

5. **Provide in one (1) page a history of your organization and any other appropriate descriptive information.**

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. Our 80 associates partner with cities, counties, towns, and special districts of all sizes across the United States to help them work more effectively and run more efficiently. Since our founding, we have assisted hundreds of cities, counties and special districts in 41 states.

Our strategic planning facilitation is designed to be open, inclusive and transparent, resulting in a clear focus for the organization and a plan that can be successfully implemented to achieve the organization's goals.

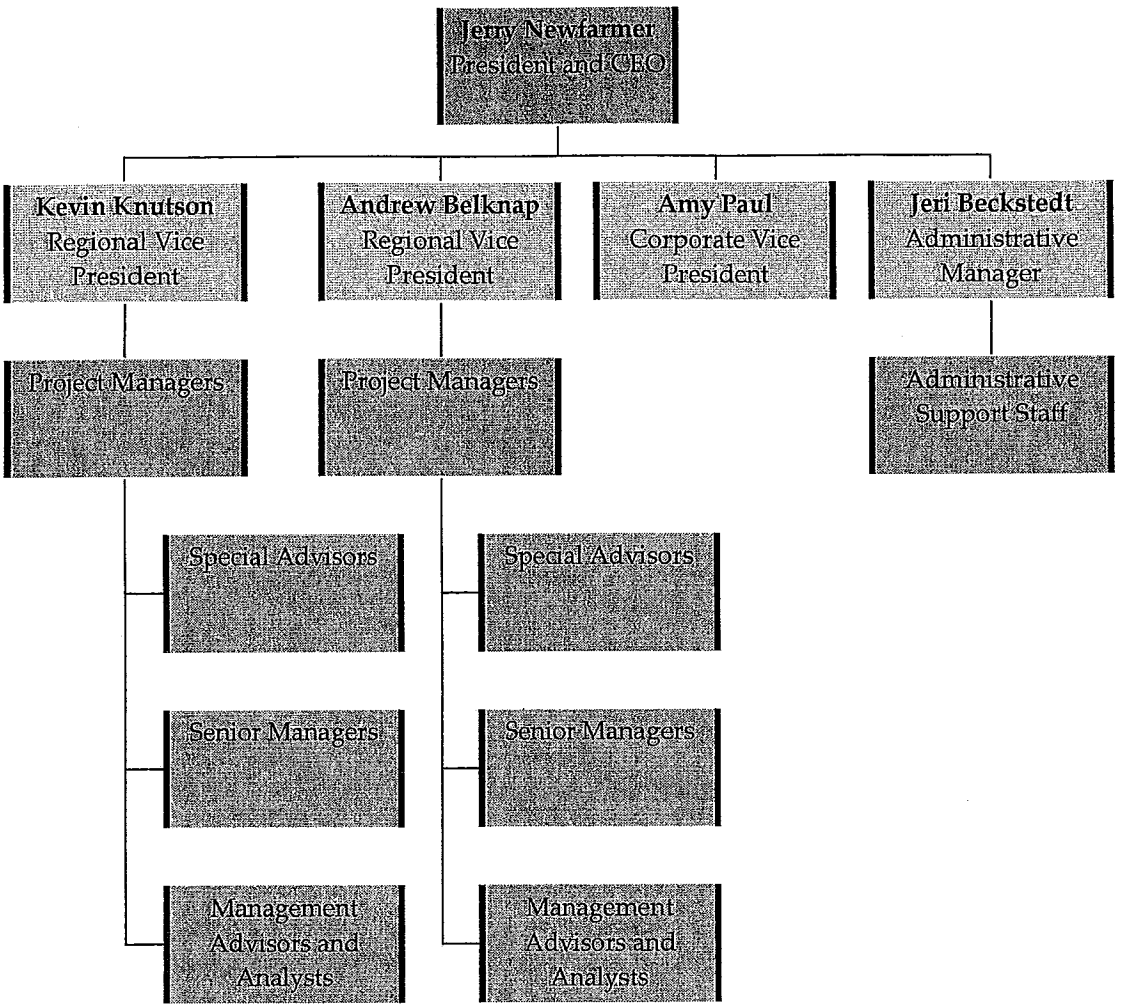
Success in the public sector requires an approach that is inclusive, collaborative, respectful of differing viewpoints, and appreciative of democratic self-government, with its focus on extensive input and diverse opinions. This philosophy governs our work.

We view each project as an opportunity to design the best possible approach to achieve the desired results. At the beginning of our partnership we work with you to design a work plan and schedule that considers the needs of your organization. We are sensitive to the impact a project can have on busy staff and plan our work accordingly to minimize disruption.

We often involve employees throughout the enterprise in the project because they are in the best position to know what works. When they have a chance to express their concerns and share their ideas they are more likely to support the changes that need to be made to improve. Because we have partnered with hundreds of local governments across the country, we understand that every jurisdiction has unique circumstances, challenges and opportunities. As a result, we do not use a cookie-cutter approach to our projects. Instead, we start by talking with you to understand what makes your organization different. Then we help you develop goals and strategies that make sense given your resources, history, goals and circumstances.

Management Partners has a strong bias for action. Our strategic plans are tools for setting priorities and for developing department and division work plans. After identifying goals and strategies, we prepare a draft Implementation Action Plan. The draft action plan describes the steps required for implementation, assigns responsibility for action, and identifies a priority level (immediate, near or long term) for initiating each recommendation. The action plan is prepared as a draft and becomes final once directors and managers integrate the action steps into their work plans and replace the priority with actual dates for planned completion.

6. Provide an organization chart.



7. **Provide a list of clients in the past five (5) years—include contact name and email information.**

Because we have had the good fortune to serve 278 jurisdictions in just the past three years, we have included only strategic planning clients on the list below.

Client	Contact Name	Contact Email
Acacia Adult Day Services, California	Ms. Mallory Vega, Executive Director	mvega@acacia-services.org
Arvin, Alameda County, California	Mr. Alfonso Noyola, City Manager	anoyola@arvin.org
Cypress, California	Mr. Rod Cox, Police Chief	chiefofpolice@cypressca.org
Kansas City Area Transportation Authority	Ms. Pam Curtis, Chief of Staff	PCurtis@kcata.org
Margate, Florida	Mr. Douglas Smith, City Manager	citymanager@margatefl.com
Monterey County, California	Mr. Nick Chiulos, Assistant County Administrative Officer	Chiulosn@co.monterey.ca.us
Montgomery, Ohio	Mr. Wayne Davis, City Manager	wdavis@co.montgomery.oh.us
Morgantown, West Virginia	Mr. Jeff Mikorski, City Manager	jmikorski@cityofmorgantown.org
Norfolk, Virginia	Ms. Betty Meyer, Policy Team Leader / Acting Budget Director	Betty.Meyer@norfolk.gov
Parkland, Florida	Ms. Caryn Gardner-Young, AICP, City Manager	cgardneryoung@cityofparkland.org
Pleasanton, California	Mr. Brian Dolan, Assistant City Manager	bdolan@cityofpleasantonca.gov
Port Hueneme, California	Ms. Cynthia Haas, City Manager	CHaas@ci.port-hueneme.ca.us
Port Orange, Florida	Mr. Michael Johansson, City Manager	mjohansson@port-orange.org
Rohnert Park, California	Mr. Darrin Jenkins, City Manager	djenkins@rpcity.org
San Joaquin Valley Library System, California	Ms. Vikki Cervantes, SJVLS Chair	Vikki.Cervantes@portervillelibrary.org
Santa Ana, California	Mr. Kevin O'Rourke, former City Manager of Santa Ana	kevin@kolgs.com
Santa Barbara County, California	Ms. Terri Maus-Nisich, Assistant County Executive Officer	tmaus@countyofsb.org
Soquel Creek Water District, California	Mr. Ron Duncan, Interim General Manager	rond@soquelcreekwater.org
South Bay Cities Council of Governments	Ms. Jacki Bacharach, Executive Director	jbacharach@sbcag.org
Stockton, California	Mr. John Alita, Director Community Services Department	John.Alita@stocktonca.gov
Tustin, California	Mr. Scott Jordan, Chief of Police	sjordan@tustinca.org
Vallejo, California	Mr. Dan Keen, City Manager	dkeen@ci.vallejo.ca.us
West Palm Beach, Florida	MS. Dorritt Miller, Deputy City Administrator	DMiller@wpb.org
Wichita, Kansas	Mr. Robert (Bob) Layton, City Manager	RLayton@wichita.gov

8. In two (2) pages provide the method including software and approach that will be used for the strategic planning for the City.

Since 2013, Port St. Lucie has updated its strategic plan annually, through a series of meetings and workshops, to guide the City in allocating resources, planning new projects and responding to new ideas and changes. For 2017, the City wishes to revise and update its plan to identify short-term goals, refine long-term goals and assumptions, and modify its Vision, Mission and Action Agenda. We will accomplish this by extensive engagement with residents and other stakeholders, City leaders and City staff through three primary means:

» A review of the existing vision, mission and core values, environmental scan and analysis of strengths, weaknesses, opportunities and threats,
» Development and prioritization of strategic goals, and
» Establishment of measurable goals and objectives.

This will ensure a plan that is shared by stakeholders and City officials and is built on concrete activities that can be implemented, with outcomes that are measurable. The framework included in this proposal is amenable to refinement to adapt it to the interests and needs of Port St. Lucie.

Activity 1 – Start Project and Conduct Interviews
We will begin by meeting with the City's project managers to finalize the work plan and schedule, discuss how each activity will be conducted, confirm communication protocols and identify relevant data and reports that will be useful to the strategic planning effort. Immediately following the kick-off meeting, we will begin our learning phase by reviewing the current strategic plan and action agendas and conducting individual interviews with Port St. Lucie leaders and staff, including the Mayor, Council members, City Manager, Assistant City Managers and department directors.

The purpose of the individual interviews is to learn about the organization's structure, staffing and work systems; understand how the current strategic plan is working; and develop a process for revision. We will also ask about the City's strengths, weaknesses, opportunities and threats (SWOT).

Activity 2 – Gather Input from Employees and the Community
Using the results from Activity 1, Management Partners will design and conduct focus groups with supervisors, middle managers and frontline employees to gain further understanding towards a SWOT analysis; how these concerns are likely to impact operations and service delivery; and gather ideas for improving operations. We will synthesize and analyze the focus group results and prepare a report to be reviewed with the City Manager. The results of this activity will be summarized and included in the assessment of existing conditions carried out during Activity 3.

We will also conduct community meetings to inform the community about this initiative and to gather public input. Management Partners will work closely with Port St. Lucie staff to set the number of meetings, identify meeting locations, determine appropriate times, and prepare agendas. We will engage participants during the meeting to identify key themes about their desires for the future of the City using a variety of appropriate group techniques. We will design each session to be interactive and engaging, ensuring that participants develop an understanding of the City and the issues it is facing.

Another way to reach members of the public and involve those who are unable to attend a meeting is to provide an electronic version of the SWOT survey on the City's website. We will prepare an online version of the SWOT assessment that can be accessed from the Port St. Lucie homepage to give more residents the opportunity to participate.

Management Partners will summarize comments from the focus groups, community meetings, and survey to consolidate key themes.

Activity 3- Assess Existing Conditions and Prepare for the Workshop
Management Partners will assist City staff in determining which data will be gathered and used to create an environmental scan. The environmental scan provides a comprehensive and contextual picture of important internal and external conditions impacting operations, along with data trends and projections for the future. Understanding the trends and projections associated with Port St. Lucie's environment will lend additional meaning and insight to the SWOT results and provide useful information about which issues are likely to have the greatest influence and drive future service delivery and programmatic concerns.

Some of the local and regional information that will lend useful context to understanding resident and stakeholder needs for the future might include financial indicators, population, development, economic and demographic data as well as migration trends and projections, and information relative to land use, economic development, service sharing and housing to inform these and other challenges facing the City.

The assessment of existing conditions provides a framework about local and regional conditions that will help identify and frame strategic issues facing the City. These are the fundamental challenges that will be addressed in the vision, mission, core values, and strategic goals and objectives. This assessment will become part of the materials we will include in a briefing packet that we will distribute prior to the strategic planning workshop.

Activity 4 – Conduct Strategic Planning Workshop and Report Results
During this activity, we will facilitate a strategic planning workshop with the Mayor, Commissioners, City Manager and department heads. We anticipate the session will last six hours. Management Partners will use the information collected from the interviews, survey and assessment of existing conditions. We will design a process that will use large and small group exercises to achieve consensus as the vision, mission, and core values are reviewed, and strategic goals and objectives for the future are identified.

Management Partners will prepare a draft agenda that may include any of the following components: review and discuss interviews and SWOT focus group results; review and discuss the assessment of existing conditions and other environmental scan elements; discuss and reach consensus on a draft vision, mission, and values statements; identify and prioritize four to six strategic goals; identify measurable objectives for each strategic goal; link Strategic Plan to the City's budget; and determine success indicators for each of the goals.

Our strategic planning workshops are designed to engage the group using an interactive design to ensure full participation. Using semi-structured round-table discussions, we will facilitate the workshop and identify the outcomes that will provide a path for the City during the next two years.

Activity 5 – Prepare Strategic Plan
Following the workshop Management Partners will prepare a draft strategic planning document. We will review the draft report with the City Manager. After the review period, we will incorporate changes and suggested revisions, as appropriate, and prepare the final report.

Activity 6 – Assist with Implementation
Upon completion of the strategic plan document, Management Partners will prepare a draft Implementation Action Plan. The Implementation Action Plan will serve as an executable roadmap that details the specific steps needed to accomplish each of the strategies included in the plan. The Implementation Action Plan includes milestones and assigned responsibility, and is designed for incorporation into department and program-level work plans.

9. In two (2) pages provide your firm's understanding of issues related to the City and any effect on the strategic plan.

Even by Florida standards, the growth of Port St. Lucie has been astounding. Incorporated in 1961, the City had about 330 residents in 1970 and now has an estimated 179,413 residents, surpassing Fort Lauderdale and making it the eighth largest city in Florida. The City's economy has grown rapidly as well, although like many cities, its economic recovery from the Great Recession has been uneven.

The challenge for Port St. Lucie, and the guiding principles of its Strategic Plan, will be to manage and guide this rapid growth while preserving the elements that made the City an attractive destination in the first place: a safe community with natural beauty, vibrant neighborhoods, good jobs, excellent educational institutions and other opportunities for people of all ages.

In addition, the recent turnover in City administration provides challenges in responding to internal changes and an opportunity for a new city manager to learn from and contribute to the establishment of the City's short- and long-term goals and objectives. Three new Council members and new employees elsewhere in the City Manager's Office will provide additional opportunities to shape the City's future.

While a sound Strategic Plan goes far beyond any one person and must reflect the desires and vision of the entire community, the onboarding of a new city manager and three new Council members coinciding roughly with the strategic planning process should be viewed as a positive development for the community that will strengthen its future in the long run.

In addition, given the recent events in the City and the fact there will be a significant number of new people in prominent elected and administrative roles, the strategic planning process could address Council-staff norms and relations. This could provide leaders with an opportunity to establish rules and norms that can positively impact the City far into the future. At the very least the process can give those involved a chance to express how they want elected officials and staff to work together.

While the current Strategic Plan covers many of the issues important to the community and to the future, the discussions and debate over the City's economic development and budget during the past year are not adequately reflected in the current plan and likely deserve more discussion and attention in the future. Since the Great Recession, many cities have, like Port St. Lucie, absorbed the enduring effects of the housing downturn and struggled to cover costs that were projected to be paid for by impact and user fees. Stakeholders and City leaders will need to take an honest look at recent and projected economic development, the housing market, and budget and revenue information and discuss how best to plan for the short- and long-term implications of recent changes.

Additional important issues are raised in the current Strategic Plan but would benefit from review, further consideration, and possible refinement. These include public safety, facilities and infrastructure, education, and recreation. While the current Strategic Plan does a good job examining the wide range of priorities and issues facing the City, it is our experience that it is difficult for any City to successfully work on more than four to six goals at a time. Therefore, as a rule we encourage leaders to select their top priorities, set a detailed plan for creating implementation strategies and measurable outcomes for each of them, and postpone other priorities for intensive attention in future years.

10. In two (2) pages provide a detail of the items and method used to facilitate the governance meetings with City Council, please provide name of software if utilized.

Our firm has worked with several different platforms and software vendors and can easily blend our approach and work with whatever best suits the City. Since the City already licenses AchieveIt, it may make sense to continue to use that for deploying, monitoring, and reporting on the plan implementation. We recently worked with the City of West Palm Beach, which is using ClearPoint. We also have familiarity with Envisio (http://www.envisio.com/), a robust platform developed specifically for local governments. We will make sure our processes and work product consider the specific formatting needs of whatever software the City wishes to use.

11. Submit websites of strategic plans of comparable government agencies and other material that will distinguish your firm.

Parkland, Florida's strategic plan: http://www.cityofparkland.org/DocumentCenter/View/12131

West Palm Beach, Florida's strategic plan: http://wpb.org/About/Mission-Vision-(1)

Montgomery, Ohio's strategic plan: http://www.montgomeryohio.org/pages/2016-2021-strategic-plan/

Margate, Florida's strategic plan:
http://www.margatefl.com/images/citymanager/Margate_Strategic_Plan_FINAL.pdf

Our philosophy on strategic planning: http://www.managementpartners.com/services/strategic-planning/

12. Please provide a video or an internet link to a strategic planning session and a governance session.

Unfortunately, because commission and council workshops are generally not recorded, we have not been able to identify any archived videos of planning sessions.

13. Complete the top portion only of the attached Reference Forms.

14. Will firm accept payment by VISA? No, we cannot accept that type of payment

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-BID is submitted by: Name (print) Gerald E. Newfarmer who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-BID 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-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

Signature

President and CEO
Title

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Management Partners, 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.)
1730 Madison Road

Requester's name and address (optional)

6 City, state, and ZIP code
Cincinnati, OH 45206

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
3 1 – 1 4 0 7 5 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 ▶ Amy Trumpe Date ▶ 09/16/2016

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2016

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 Hauser Group
8260 Northcreek Drive, Suite 200
Cincinnati OH 45236

CONTACT NAME: Vicki Dixon
PHONE (A/C, No, Ext): 513-745-9200 FAX (A/C, No):
E-MAIL ADDRESS: vdixon@thehausergroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Lloyds of London	
INSURER C : Hartford Casualty Ins Co	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MANAG-2
Management Partners, Inc.
1730 Madison Road
Cincinnati OH 45206

COVERAGES CERTIFICATE NUMBER: 1406491903 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	Y	33SBAUG1832	3/1/2016	3/1/2017	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 PRO-JECT LOC							$
	AUTOMOBILE LIABILITY	Y	Y	33UECVG5096	3/1/2016	3/1/2017	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)	$
								$
A	UMBRELLA LIAB X OCCUR			33SBAUG1832	3/1/2016	3/1/2017	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	33WECBU6135	3/1/2016	3/1/2017	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liab Occurrence Retro date 06-20-08			MPL1008388	6/20/2016	6/20/2017	Ea. Claim Aggregate Deductible	$1,000,000 $1,000,000 $10,000

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

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION 30 days except 10 days for non pay

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

J.M. Wonall

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DRUG-FREE WORKPLACE FORM

E-BID#20160172

Strategic Planning Consultant

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Management Partners does:

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

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

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

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

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

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

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

Bidder's Signature

November 1, 2016
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/Proposer Management Partners

Signature

Printed Name and Title Gerald E. Newfarmer, President and CEO

Date November 1, 2016

D 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.

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Kevin Knutson and Jacquelyn McCray
Reference: West Palm Beach, Florida Strategic Planning Fax #: _____
Email: dmiller@wpb.org Telephone #: 561-822-1400
Person to contact: Ms. Dorritt Miller, CPA, CIA, CGFM, Deputy City Administrator

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication _____

Cooperation _____ Reliability _____

Timeliness _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Kevin Knutson and Jacquelyn McCray
Reference: Parkland, Florida Strategic and Business Planning Fax #: _____
Email: cgardneryoung@cityofparkland.org Telephone #: 954-753-5040
Person to contact: Ms. Caryn Gardner-Young, AICP, City Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication _____

Cooperation _____ Reliability _____

Timeliness _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: Amy Paul and Jacquelyn McCray
Reference: Port Orange, Florida Strategic Planning Services Fax #: _____
Email: arosen@port-orange.org Telephone #: 386-506-5501
Person to contact: Mr. Alan Rosen, Assistant City Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication _____

Cooperation _____ Reliability _____

Timeliness _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST

E-BID#20160172

Strategic Planning Consultant

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

_√_ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160172, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar or sent by email to purch@cityofpsl.com by the due date and time.

_√_ All questions on the questionnaire are complete and thoroughly answered

_√_ Each Bid Addendum (when issued) is acknowledged

_√_W9 Form

_√_Current Certificate of Insurance

_√_Drug Free Workplace Form

_√_Read and Signed Vendor Code of Ethics

_√_Three Reference Forms

_√_Have reviewed the Contract and accept all City Terms and Conditions

____Video or internet link to a strategic plan session and governance session.

_√_Checklist

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 12B
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Appointment of Russ D. Blackburn as City Manager pursuant to Section 4.02(a) of the City Charter which provides in relevant part that the City Council, by majority vote of all members, shall appoint a City Manager and shall execute an employment contract with the City Manager, including provisions for termination; Providing an Effective Date

Submittal Date: 11/9/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie City Government Mission to provide Exceptional Municipal Services.

BACKGROUND: Following a competitive search process, Mr. Russ D. Blackburn was selected as the successful candidate to fill the vacant position of City Manager for the City of Port St. Lucie. At a Regular City Council Meeting held on October 24, 2016, the City Council directed the City Attorney to work with Mr. Baenzinger on an employment contract for Russ Blackburn regarding the City Manager position with commencement of employment to occur by November 21, 2016.

In accordance with Section 4.01 – City Manager of the Charter of the City of Port St. Lucie, Florida, "there shall be a City Manager with a suitable college degree and a minimum of two (2) years experience in city management, or in lieu thereof, five (5) years experience in city management, who shall be the chief administrative officer of the city. The manager shall be responsible to the Council for the administration of all city affairs placed in his charge by or under this Charter." In satisfaction of this provision, Mr. Blackburn obtained his Bachelor of Arts degree in Political Science from Valdosta State University and a Master of Public Administration from Georgia Southern University. Additionally, Mr. Blackburn was previously employed as the City Manager for the City of Gainesville for approximately ten (10) years. Prior to his employment as City Manager for the City of Gainesville, Mr. Blackburn held the

position of County Administrator for Martin County, Florida for a term of approximately eight (8) years; Deputy County Administrator for the County of Loudoun, Virginia for a term of approximately nine (9) years; Assistant County Administrator for Lee County, Florida for a term of approximately two (2) years; and Assistant County Administrator for the County of Greenville, South Carolina for a term of approximately three (3) years.

ANALYSIS: The attached Employment Agreement is being presented for City Council consideration and seeks to confirm the appointment of Russ D. Blackburn as City Manager. Section 4.02(a) of the City Charter provides that the City Council, by majority vote of all members, shall appoint a City Manager and shall execute an employment contract with the City Manager, including provisions for termination. The Employment Agreement shall be in substantially the same form as is attached and as may be authorized and approved by the City Council by majority vote. The highlights of this Agreement are as follows: (1) Salary of One Hundred Ninety Thousand Dollars ($190,000.00) per annum with a potential increase of up to Five Percent (5%) on the first anniversary of employment based upon an annual performance review to be conducted by the City Council. The amount of such increase shall be no less than the amount afforded to non-bargaining unit employees in the same fiscal year. Thereafter, salary increases shall be subject to any budgeted salary adjustments based upon annual performance reviews or for other legitimate reasons; (2) Relocation expenses to Port St. Lucie shall not exceed Seven Thousand Five Hundred Dollars ($7,500.00) with respect to moving and temporary housing expenses combined. A minimum of three (3) bids from reputable moving companies for such services must be obtained and the lowest responsible bidder must be selected. Further, receipts for the expense of relocation must be provided to the City. Should Mr. Blackburn voluntarily separate from employment within the first two (2) years, the City shall be reimbursed the personal property relocation expenses on a pro-rata basis immediately upon separation from employment; (3) Retirement benefits shall be as offered to all non-union employees, with Mr. Blackburn's contributions to his 401(A) account from the City vesting immediately so long as doing so does not violate the Internal Revenue Code or other Federal law; (4) Annual leave shall accrue on a bi-weekly basis using the Date of Hire for calculation of same in accordance with City policy. However, in recognition of Mr. Blackburn's willingness to begin serving in his capacity as City Manager during a period of relocation, Mr. Blackburn shall accrue fifteen (15) days of annual leave upon his initial Date of Hire; (5) This Agreement has no "sunset date" as employment is at the pleasure of the City Council and Mr. Blackburn shall be an at-will contractual employee of the City; and (6) Severance pay is similar to that of other City Council appointees, which is twenty (20) weeks pursuant to Florida Statutes §215.425(4)(a)1.

FINANCIAL INFORMATION: The proposed Employment Agreement remains within the budget set for the City Manager position.

LEGAL INFORMATION: Approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: The terms of the Employment Agreement, as presented, have been negotiated pursuant to City Council direction.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Employment Agreement

ATTACHMENT "1"

(to City Council Agenda Memorandum)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "AGREEMENT"), effective the _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, (the "CITY") acting through the CITY COUNCIL ("CITY COUNCIL"), and RUSS D. BLACKBURN ("EMPLOYEE"), governs the terms and conditions of EMPLOYEE's employment as City Manager.

WHEREAS, CITY desires to retain the services of a City Manager; and

WHEREAS, CITY agrees to employ EMPLOYEE, and EMPLOYEE agrees to accept employment with CITY, in the position of City Manager; and

WHEREAS, it is the desire of CITY COUNCIL to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

I. DUTIES. EMPLOYEE shall perform the job duties set forth in the job description for the position of City Manager, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

II. DURATION OF AGREEMENT.

A. EMPLOYEE shall serve at the pleasure of CITY COUNCIL, and shall be an at-will contractual employee of the CITY.

B. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of CITY COUNCIL to terminate the employment of EMPLOYEE at any time, subject only to the provisions set forth in Section XI of this AGREEMENT.

C. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of CITY COUNCIL to cancel this AGREEMENT, subject only to the provisions set forth in Section III (B) or (C) of this Agreement.

D. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time, subject only to the provisions set forth in Section III (A) of this AGREEMENT.

III. CANCELLATION OF AGREEMENT.

The parties agree that this AGREEMENT may be canceled in one of the following ways:

A. EMPLOYEE may cancel this AGREEMENT by providing at least Sixty (60) days written notice to CITY COUNCIL of EMPLOYEE's voluntary resignation, unless the parties agree otherwise, in writing. A timely notice of cancellation constitutes a "good standing" separation. EMPLOYEE acknowledges and understands that in the event of a voluntary resignation, EMPLOYEE is not entitled to any severance pay.

B. CITY COUNCIL may cancel this AGREEMENT in the event EMPLOYEE abandons his position of City Manager. The position will be considered abandoned after unauthorized absences from work for a consecutive period of Three (3) days or Three (3) assigned shifts occur. EMPLOYEE is not entitled to severance pay in the event of cancellation due to abandonment.

C. If EMPLOYEE is convicted of a misdemeanor involving moral turpitude or a felony violation of Florida or federal criminal law, such charges arising from events and prosecution occurring during the term of this Agreement, CITY COUNCIL shall have the option of canceling this AGREEMENT without being obligated to pay any severance pay.

IV. TERMINATION OF EMPLOYMENT. CITY COUNCIL may, with or without cause, terminate the employment of EMPLOYEE at any time. In accordance with CITY's Charter, prior to CITY COUNCIL's vote to terminate, EMPLOYEE may demand a public hearing to be held (no sooner than Five (5) business days). This demand for public hearing will necessitate a second public meeting to conduct the hearing whereupon, at its conclusion, the vote may occur.

If EMPLOYEE's employment is terminated as set forth in Section II (B) or (C), EMPLOYEE shall be entitled to severance pay as set forth in Section XI. In the event of termination, EMPLOYEE shall also be compensated for all eligible accrued benefits to date, based on the limitations and conditions detailed herein.

V. PERFORMANCE CRITERIA AND EVALUATIONS.

A. At least annually, CITY COUNCIL shall meet with EMPLOYEE to establish performance standards, departmental goals and criteria for a performance evaluation. On or before each annual anniversary date of this AGREEMENT, CITY COUNCIL (or designee) shall, in accordance with criteria previously established, review and evaluate the performance of EMPLOYEE. As used herein and throughout this AGREEMENT, the term "Anniversary Date" shall mean November 21st of each year following the Date of Hire, and the term "Date of Hire" shall mean November 21, 2016.

B. CITY COUNCIL may provide EMPLOYEE with a written performance evaluation and provide an opportunity for EMPLOYEE to discuss the contents thereof with CITY COUNCIL for the purpose of advancing the overall effectiveness of EMPLOYEE in his position.

C. CITY COUNCIL may provide EMPLOYEE with periodic written performance evaluations during the first One Hundred Eighty (180) days of employment as City Manager.

VI. HEALTH, DISABILITY, AND LIFE INSURANCE.

A. CITY agrees to provide disability, accidental death and dismemberment, and life insurance for EMPLOYEE, and to pay the premiums thereon equal to that which is provided to all other CITY employees.

B. CITY agrees to provide comprehensive health and hospitalization insurance coverage, which includes medical, dental, and vision insurance for EMPLOYEE and EMPLOYEE's dependents (if eligible), provided EMPLOYEE pays the required contribution(s), co-payments, and other fees which shall reflect those applicable to other CITY employees.

VII. SECONDARY EMPLOYMENT. EMPLOYEE agrees not to accept any other full-time employment. Subject to the prior written approval of CITY COUNCIL, EMPLOYEE shall be allowed to accept part-time employment, such as the position of adjunct professor, and to accept normal compensation for such endeavors, provided such part-time employment shall be scheduled so as to not interfere with the normal operations of the CITY.

VIII. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT AND MILITARY LEAVES, AND OTHER AUTHORIZED ABSENCES.

A. SICK TIME. EMPLOYEE shall be granted Ninety-Six (96) hours sick time on his Date of Hire and upon each subsequent Anniversary Date. Said sick time may only be used in accordance with the provisions outlined in the CITY'S Personnel Rules and Regulations. In the event EMPLOYEE separates from his employment pursuant to Section III (B) or (C), or

Section IV, EMPLOYEE shall not be compensated for unused sick time. If EMPLOYEE cancels this AGREEMENT pursuant to Section III (A), said separation shall constitute good standing and compensation for unused sick time will be granted in accordance with the following:

Years Employed	**Payment Percentage**
5 - 9	50%
10 - 14	60%
15 - 19	75%
20 +	100%

Payments are limited to a maximum of One Thousand Forty (1,040) hours.

B. ANNUAL LEAVE. In recognition of EMPLOYEE's willingness to begin serving as City Manager during his relocation to become a resident of the City of Port St. Lucie, as required under Section XII of this AGREEMENT, EMPLOYEE shall accrue Fifteen (15) days of annual leave on his Date of Hire. Thereafter, EMPLOYEE shall accrue annual leave on a bi-weekly basis, using his Date of Hire, as follows:

Years Employed	**Days Accrued Per Year**
1-3	10
4-9	15
10-19	20
20 +	25

Annual leave may only be accrued to a maximum of Two Hundred Forty (240) regular hours. If EMPLOYEE leaves CITY employment after more than Six (6) months of continuous employment from his Date of Hire, he shall receive payment for any unused accrued annual leave as of the date of separation.

C. COMPENSATORY TIME. EMPLOYEE shall be granted Forty (40) hours of compensatory time upon his Date of Hire and upon each Anniversary Date. Said compensatory time may be used in addition to other approved leaves. No more than Forty (40) hours per year

may be utilized within any Twelve (12) month period, namely the period commencing on November 21st and ending on November 20th the following year. Upon separation from employment with CITY for any reason, including but not limited to retirement, termination or cancellation of the AGREEMENT, EMPLOYEE is not entitled to and will not receive payment for any unused compensatory time balance.

D. PERSONAL DAYS. EMPLOYEE shall be granted Three (3) paid personal leave days upon the Date of Hire and each Anniversary Date. Paid personal leave days may not be accrued from year-to-year. Personal days are not compensated upon separation from CITY employment.

E. BEREAVEMENT, MILITARY AND OTHER AUTHORIZED LEAVES/ABSENCES may be granted pursuant to the CITY's Personnel Rules and Regulations, and in accordance with applicable law.

IX. RETIREMENT. The CITY agrees to pay an amount equal to Ten and One-Half Percent (10.5%) of EMPLOYEE's base pay into the ICMA Retirement Corporation 401(A) or 457 Account. In the event that EMPLOYEE chooses to have retirement contributions placed in the ICMA-RC 401 (A) account, EMPLOYEE shall be deemed to be vested upon his Date of Hire, so long as doing so does not cause the parties to violate provisions of the Internal Revenue Code or other federal law. Said contributions shall coincide with EMPLOYEE'S bi-weekly salary payments as provided to all other managerial CITY employees.

X. SALARY/ALLOWANCES/COMPENSATORY LEAVE.

A. EMPLOYEE's starting salary shall be One Hundred Ninety Thousand Dollars ($190,000.00) per year, payable in bi-weekly installments. On the first anniversary of EMPLOYEE's Date of Hire, EMPLOYEE's salary shall be increased by up to Five Percent (5%), based upon EMPLOYEE's annual performance review pursuant to Section V(A), but no less than the amount afforded to non-bargaining employees that year. Thereafter, EMPLOYEE shall be eligible for, and/or subjected to, any budgeted salary adjustments based upon annual performance reviews or for other legitimate reasons.

B. EMPLOYEE acknowledges that, pursuant to the Fair Labor Standards Act (FLSA), EMPLOYEE qualifies for the "EXECUTIVE" employee exemption. As an exempt employee, EMPLOYEE is paid a bi-weekly salary, not subject to minimum wage or overtime provisions of the FLSA. As such, EMPLOYEE shall do all things necessary and required to be available to CITY during the term of this AGREEMENT.

C. AUTOMOBILE EXPENSES. EMPLOYEE will receive mileage reimbursement for use of EMPLOYEE's personal vehicle for local and out-of-area business travel at the CITY rate, which shall annually coincide with the Internal Revenue Service's standard mileage rate.

D. COMMUNICATION EXPENSES. CITY hereby agrees to provide EMPLOYEE a CITY cell phone or similar device for use in the normal conduct of business in accordance with City policy.

E. RELOCATION EXPENSES. CITY shall pay directly for the expenses of moving EMPLOYEE, his family and personal property from Gainesville, Florida to Port St. Lucie.

Moving and temporary housing expense combined shall not exceed Seven Thousand Five Hundred Dollars ($7,500.00). Employee agrees to secure at least Three (3) bids from reputable moving companies for such services, and shall use the lowest responsible bidder. EMPLOYEE agrees to provide receipts for expenses. If EMPLOYEE voluntarily separates from employment with the CITY within the first Two (2) years of employment, EMPLOYEE shall reimburse the CITY on a pro-rated basis for any personal property relocation expenses. Reimbursement of personal property moving expenses shall be paid immediately upon separation from employment.

XI. SEVERANCE PAY. CITY COUNCIL shall grant EMPLOYEE Twenty (20) weeks' severance pay upon termination by CITY COUNCIL pursuant to Section IV.

XII. RESIDENCY. EMPLOYEE shall establish legal residency within the City limits of Port St Lucie no later than Six (6) months from the Date of Hire, and shall maintain such residency throughout his tenure as City Manager.

XIII. GENERAL EXPENSES. CITY COUNCIL recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses, subject to prior approval of CITY COUNCIL and in accordance with CITY policy. A designated employee of the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

XIV. CIVIC CLUB MEMBERSHIPS. CITY COUNCIL recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to CITY COUNCIL for its review and approval a listing of civic organizations for which, if approved, the CITY shall pay all expenses on EMPLOYEE's behalf.

XV. DUES AND SUBSCRIPTIONS. CITY agrees to budget for and pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued participation, growth and advancement for the good of the CITY. Specific examples would include, but not be limited to, the ICMA (International City Management Association) and the FCCMA (Florida City/County Management Association).

XVI. EMPLOYEE HANDBOOK. Terms and conditions of EMPLOYEE's employment not specifically set forth in this AGREEMENT shall be governed by the CITY's Personnel Rules and Regulations for non-bargaining unit employees, provided said provisions are not inconsistent with, or in conflict with, the provisions of this AGREEMENT, CITY Code of Ordinances and/or any law.

XVII. POST-EMPLOYMENT RESTRICTIONS. EMPLOYEE shall not personally represent another person or entity for compensation before CITY COUNCIL or any CITY board or commission for a period of Two (2) years following EMPLOYEE's separation from employment. However, this post-employment restriction shall not apply to EMPLOYEE's representation of a bargaining unit or any not- for-profit entity serving the needs of the community as may be determined by CITY COUNCIL.

This section shall survive the termination of EMPLOYEE or cancellation or nonrenewal of this AGREEMENT.

XVIII. LIABILITY INSURANCE/INDEMNIFICATION.

A. CITY agrees that EMPLOYEE shall be an insured in the CITY's general liability insurance program.

B. Beyond that required under federal, state, or local law, CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of EMPLOYEE's duties or responsibilities, unless the act or omission involved willful or wanton conduct by EMPLOYEE. EMPLOYEE may request, and CITY shall not unreasonably refuse, to provide independent legal representation at CITY's expense. Legal representation provided by CITY for EMPLOYEE shall extend until a final determination of the legal action, including any appeals brought by either party. CITY shall indemnify EMPLOYEE against any and all losses, damages, judgment, interest, settlements, fines, court costs, and other liabilities incurred by, imposed upon, or suffered by EMPLOYEE in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of CITY in order for indemnification, as provided in this section, to be available.

XIX. MODIFICATIONS. No change or modification of this AGREEMENT shall be valid unless it is reduced to writing and signed by both parties.

XX. GOVERNING LAW. This AGREEMENT shall be construed in accordance with, and governed by the laws of, the State of Florida and venue for any proceedings brought hereunder shall be in St. Lucie County, Florida.

XXI. SEVERABILITY OF PROVISIONS. If any clause or provision of this AGREEMENT shall be determined to be illegal or to be void as against public policy, the remainder of this AGREEMENT shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this Instrument this _____ day of _____ 2016.

_____
Russ D. Blackburn, EMPLOYEE

_____
Gregory J. Oravec
MAYOR

APPROVED AS TO FORM:

_____
O. Reginald Osenton
City Attorney

EXHIBIT "A"

(to Employment Agreement)

CITY OF PORT ST. LUCIE
Position Description

Job Title:	City Manager
Department:	City Manager
Reports To:	City Council
Job Code:	1030
Band:	Administrator
Union Status:	Non
FLSA Status:	Exempt
Prepared Date:	July 16, 2004
Modification Date:	

Summary

Highly responsible administrative work directing and coordinating all phases of the general municipal government. Work involves the supervision of activities related to the City in accordance with the policies determined by the City Council, City Charter and applicable laws and ordinances.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Directs the overall effort of the City government. Acts as appointing authority for City employees by appointing department heads and staff as provided by state laws or local ordinances. Coordinates the efforts of the various departments under the City governmental structure.

Administers and supervises through subordinate department heads such functions as law enforcement, public works construction, maintenance of public streets and property, sanitation, financial operations and budgets, recreational activities, inspectional services, utilities operations, maintenance of public health, purchase of supplies and equipment, human resources functions and other related functions.

Prepares the annual City budget for submission to the Council. Submits recommendations and estimates to the Council for their discussion and approval concerning the efficient operation of the City government. Keeps the Council informed of general City operations and activities.

Plans for future development of urban and non-urban areas to provide for population growth and expansion of public services.

Recommends zoning regulation controlling location and development of residential and commercial areas.

Plans and recommends future City programs.

Maintains community respect for City operations through good public relations and by keeping residents informed of City progress and policies. Discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate office for action.

Oversees the City's media relations activities.

Job Title: City Manager
Department: City Manager
Supervisory Responsibilities

Responsible for the overall direction, coordination, and evaluation of the units under incumbent's direction. Also directly supervises non-supervisory employees. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Competency

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Design - Generates creative solutions; Translates concepts and information into images; Uses feedback to modify designs; Applies design principles; Demonstrates attention to detail.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Job Title: City Manager
Department: City Manager

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Business Acumen - Understands business implications of decisions; Displays orientation to profitability; Demonstrates knowledge of market and competition; Aligns work with strategic goals.

Cost Consciousness - Works within approved budget; Contributes to profits and revenue; Develops and implements cost saving measures; Conserves organizational resources.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educates others on the value of diversity; Promotes a harassment-free environment.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Job Title: City Manager
Department: City Manager

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Master's degree (M.A. or M.S.) in Business Administration, Public Administration or a related field from an accredited college or university. Four to ten (4-10) years of experience in a responsible administrative or management position in municipal government.

Language Skills

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

Mathematical Skills

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills

To perform this job successfully, an individual should have knowledge of database software; Microsoft Excel spreadsheet software and Microsoft Word word processing software.

Certificates, Licenses, Registrations

A comparable amount of training, education or experience may be substituted for the minimum qualifications.

Other Skills and Abilities

Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government, and in particular those of the City.
Ability to delegate authority and responsibility to subordinate department heads and to maintain an effective organization.
Ability to communicate clearly in writing and orally and to appear before groups of taxpayers and the Council to present data and programs that enhance the continued efficient operation of the City.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. The employee is frequently required to walk. The employee is occasionally required to stand, reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 12B
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Appointment of Russ D. Blackburn as City Manager pursuant to Section 4.02(a) of the City Charter which provides in relevant part that the City Council, by majority vote of all members, shall appoint a City Manager and shall execute an employment contract with the City Manager, including provisions for termination; Providing an Effective Date

Submittal Date: 11/9/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie City Government Mission to provide Exceptional Municipal Services.

BACKGROUND: Following a competitive search process, Mr. Russ D. Blackburn was selected as the successful candidate to fill the vacant position of City Manager for the City of Port St. Lucie. At a Regular City Council Meeting held on October 24, 2016, the City Council directed the City Attorney to work with Mr. Baenzinger on an employment contract for Russ Blackburn regarding the City Manager position with commencement of employment to occur by November 21, 2016.

In accordance with Section 4.01 – City Manager of the Charter of the City of Port St. Lucie, Florida, "there shall be a City Manager with a suitable college degree and a minimum of two (2) years experience in city management, or in lieu thereof, five (5) years experience in city management, who shall be the chief administrative officer of the city. The manager shall be responsible to the Council for the administration of all city affairs placed in his charge by or under this Charter." In satisfaction of this provision, Mr. Blackburn obtained his Bachelor of Arts degree in Political Science from Valdosta State University and a Master of Public Administration from Georgia Southern University. Additionally, Mr. Blackburn was previously employed as the City Manager for the City of Gainesville for approximately ten (10) years. Prior to his employment as City Manager for the City of Gainesville, Mr. Blackburn held the

position of County Administrator for Martin County, Florida for a term of approximately eight (8) years; Deputy County Administrator for the County of Loudoun, Virginia for a term of approximately nine (9) years; Assistant County Administrator for Lee County, Florida for a term of approximately two (2) years; and Assistant County Administrator for the County of Greenville, South Carolina for a term of approximately three (3) years.

ANALYSIS: The attached Employment Agreement is being presented for City Council consideration and seeks to confirm the appointment of Russ D. Blackburn as City Manager. Section 4.02(a) of the City Charter provides that the City Council, by majority vote of all members, shall appoint a City Manager and shall execute an employment contract with the City Manager, including provisions for termination. The Employment Agreement shall be in substantially the same form as is attached and as may be authorized and approved by the City Council by majority vote. The highlights of this Agreement are as follows: (1) Salary of One Hundred Ninety Thousand Dollars ($190,000.00) per annum with a potential increase of up to Five Percent (5%) on the first anniversary of employment based upon an annual performance review to be conducted by the City Council. The amount of such increase shall be no less than the amount afforded to non-bargaining unit employees in the same fiscal year. Thereafter, salary increases shall be subject to any budgeted salary adjustments based upon annual performance reviews or for other legitimate reasons; (2) Relocation expenses to Port St. Lucie shall not exceed Seven Thousand Five Hundred Dollars ($7,500.00) with respect to moving and temporary housing expenses combined. A minimum of three (3) bids from reputable moving companies for such services must be obtained and the lowest responsible bidder must be selected. Further, receipts for the expense of relocation must be provided to the City. Should Mr. Blackburn voluntarily separate from employment within the first two (2) years, the City shall be reimbursed the personal property relocation expenses on a pro-rata basis immediately upon separation from employment; (3) Retirement benefits shall be as offered to all non-union employees, with Mr. Blackburn's contributions to his 401(A) account from the City vesting immediately so long as doing so does not violate the Internal Revenue Code or other Federal law; (4) Annual leave shall accrue on a bi-weekly basis using the Date of Hire for calculation of same in accordance with City policy. However, in recognition of Mr. Blackburn's willingness to begin serving in his capacity as City Manager during a period of relocation, Mr. Blackburn shall accrue fifteen (15) days of annual leave upon his initial Date of Hire; (5) This Agreement has no "sunset date" as employment is at the pleasure of the City Council and Mr. Blackburn shall be an at-will contractual employee of the City; and (6) Severance pay is similar to that of other City Council appointees, which is twenty (20) weeks pursuant to Florida Statutes §215.425(4)(a)1.

FINANCIAL INFORMATION: The proposed Employment Agreement remains within the budget set for the City Manager position.

LEGAL INFORMATION: Approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: The terms of the Employment Agreement, as presented, have been negotiated pursuant to City Council direction.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Employment Agreement

ATTACHMENT "1"

(to City Council Agenda Memorandum)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "AGREEMENT"), effective the _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, (the "CITY") acting through the CITY COUNCIL ("CITY COUNCIL"), and RUSS D. BLACKBURN ("EMPLOYEE"), governs the terms and conditions of EMPLOYEE's employment as City Manager.

WHEREAS, CITY desires to retain the services of a City Manager; and

WHEREAS, CITY agrees to employ EMPLOYEE, and EMPLOYEE agrees to accept employment with CITY, in the position of City Manager; and

WHEREAS, it is the desire of CITY COUNCIL to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

I. DUTIES. EMPLOYEE shall perform the job duties set forth in the job description for the position of City Manager, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

II. DURATION OF AGREEMENT.

A. EMPLOYEE shall serve at the pleasure of CITY COUNCIL, and shall be an at-will contractual employee of the CITY.

B. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of CITY COUNCIL to terminate the employment of EMPLOYEE at any time, subject only to the provisions set forth in Section XI of this AGREEMENT.

C. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of CITY COUNCIL to cancel this AGREEMENT, subject only to the provisions set forth in Section III (B) or (C) of this Agreement.

D. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time, subject only to the provisions set forth in Section III (A) of this AGREEMENT.

III. CANCELLATION OF AGREEMENT.

The parties agree that this AGREEMENT may be canceled in one of the following ways:

A. EMPLOYEE may cancel this AGREEMENT by providing at least Sixty (60) days written notice to CITY COUNCIL of EMPLOYEE's voluntary resignation, unless the parties agree otherwise, in writing. A timely notice of cancellation constitutes a "good standing" separation. EMPLOYEE acknowledges and understands that in the event of a voluntary resignation, EMPLOYEE is not entitled to any severance pay.

B. CITY COUNCIL may cancel this AGREEMENT in the event EMPLOYEE abandons his position of City Manager. The position will be considered abandoned after unauthorized absences from work for a consecutive period of Three (3) days or Three (3) assigned shifts occur. EMPLOYEE is not entitled to severance pay in the event of cancellation due to abandonment.

C. If EMPLOYEE is convicted of a misdemeanor involving moral turpitude or a felony violation of Florida or federal criminal law, such charges arising from events and prosecution occurring during the term of this Agreement, CITY COUNCIL shall have the option of canceling this AGREEMENT without being obligated to pay any severance pay.

IV. TERMINATION OF EMPLOYMENT. CITY COUNCIL may, with or without cause, terminate the employment of EMPLOYEE at any time. In accordance with CITY's Charter, prior to CITY COUNCIL's vote to terminate, EMPLOYEE may demand a public hearing to be held (no sooner than Five (5) business days). This demand for public hearing will necessitate a second public meeting to conduct the hearing whereupon, at its conclusion, the vote may occur.

If EMPLOYEE's employment is terminated as set forth in Section II (B) or (C), EMPLOYEE shall be entitled to severance pay as set forth in Section XI. In the event of termination, EMPLOYEE shall also be compensated for all eligible accrued benefits to date, based on the limitations and conditions detailed herein.

V. PERFORMANCE CRITERIA AND EVALUATIONS.

A. At least annually, CITY COUNCIL shall meet with EMPLOYEE to establish performance standards, departmental goals and criteria for a performance evaluation. On or before each annual anniversary date of this AGREEMENT, CITY COUNCIL (or designee) shall, in accordance with criteria previously established, review and evaluate the performance of EMPLOYEE. As used herein and throughout this AGREEMENT, the term "Anniversary Date" shall mean November 16th of each year following the Date of Hire, and the term "Date of Hire" shall mean November 16, 2016.

B. CITY COUNCIL may provide EMPLOYEE with a written performance evaluation and provide an opportunity for EMPLOYEE to discuss the contents thereof with CITY COUNCIL for the purpose of advancing the overall effectiveness of EMPLOYEE in his position.

C. CITY COUNCIL may provide EMPLOYEE with periodic written performance evaluations during the first One Hundred Eighty (180) days of employment as City Manager.

VI. HEALTH, DISABILITY, AND LIFE INSURANCE.

A. CITY agrees to provide disability, accidental death and dismemberment, and life insurance for EMPLOYEE, and to pay the premiums thereon equal to that which is provided to all other CITY employees.

B. CITY agrees to provide comprehensive health and hospitalization insurance coverage, which includes medical, dental, and vision insurance for EMPLOYEE and EMPLOYEE's dependents (if eligible), provided EMPLOYEE pays the required contribution(s), co-payments, and other fees which shall reflect those applicable to other CITY employees.

VII. SECONDARY EMPLOYMENT. EMPLOYEE agrees not to accept any other full-time employment. Subject to the prior written approval of CITY COUNCIL, EMPLOYEE shall be allowed to accept part-time employment, such as the position of adjunct professor, and to accept normal compensation for such endeavors, provided such part-time employment shall be scheduled so as to not interfere with the normal operations of the CITY.

VIII. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT AND MILITARY LEAVES, AND OTHER AUTHORIZED ABSENCES.

A. SICK TIME. EMPLOYEE shall be granted Ninety-Six (96) hours sick time on his Date of Hire and upon each subsequent Anniversary Date. Said sick time may only be used in accordance with the provisions outlined in the CITY's Personnel Rules and Regulations. In the event EMPLOYEE separates from his employment pursuant to Section III (B) or (C), or

Section IV, EMPLOYEE shall not be compensated for unused sick time. If EMPLOYEE cancels this AGREEMENT pursuant to Section III (A), said separation shall constitute good standing and compensation for unused sick time will be granted in accordance with the following:

Years Employed	**Payment Percentage**
5 - 9	50%
10 - 14	60%
15 - 19	75%
20 +	100%

Payments are limited to a maximum of One Thousand Forty (1,040) hours.

B. ANNUAL LEAVE. In recognition of EMPLOYEE's willingness to begin serving as City Manager during his relocation to become a resident of the City of Port St. Lucie, as required under Section XII of this AGREEMENT, EMPLOYEE shall accrue Fifteen (15) days of annual leave on his Date of Hire. Thereafter, EMPLOYEE shall accrue annual leave on a bi-weekly basis, using his Date of Hire, as follows:

Years Employed	**Days Accrued Per Year**
1-3	10
4-9	15
10-19	20
20 +	25

Annual leave may only be accrued to a maximum of Two Hundred Forty (240) regular hours. If EMPLOYEE leaves CITY employment after more than Six (6) months of continuous employment from his Date of Hire, he shall receive payment for any unused accrued annual leave as of the date of separation.

C. COMPENSATORY TIME. EMPLOYEE shall be granted Forty (40) hours of compensatory time upon his Date of Hire and upon each Anniversary Date. Said compensatory time may be used in addition to other approved leaves. No more than Forty (40) hours per year

may be utilized within any Twelve (12) month period, namely the period commencing on November 16th and ending on November 15th the following year. Upon separation from employment with CITY for any reason, including but not limited to retirement, termination or cancellation of the AGREEMENT, EMPLOYEE is not entitled to, and will not receive payment for, any unused compensatory time balance.

D. PERSONAL DAYS. EMPLOYEE shall be granted Three (3) paid personal leave days upon the Date of Hire and each Anniversary Date. Paid personal leave days may not be accrued from year-to-year. Personal days are not compensated upon separation from CITY employment.

E. BEREAVEMENT, MILITARY AND OTHER AUTHORIZED LEAVES/ABSENCES may be granted pursuant to the CITY's Personnel Rules and Regulations, and in accordance with applicable law.

IX. RETIREMENT. The CITY agrees to pay an amount equal to Ten and One-Half Percent (10.5%) of EMPLOYEE's base pay into the ICMA Retirement Corporation 401(A) or 457 Account. In the event that EMPLOYEE chooses to have retirement contributions placed in the ICMA-RC 401 (A) account, EMPLOYEE shall be deemed to be vested upon his Date of Hire, so long as doing so does not cause the parties to violate provisions of the Internal Revenue Code or other federal law. Said contributions shall coincide with EMPLOYEE's bi-weekly salary payments as provided to all other managerial CITY employees.

X. SALARY/ALLOWANCES/COMPENSATORY LEAVE.

A. EMPLOYEE's starting salary shall be One Hundred Ninety Thousand Dollars ($190,000.00) per year, payable in bi-weekly installments. On the first anniversary of EMPLOYEE's Date of Hire, EMPLOYEE's salary shall be increased by up to Five Percent (5%), based upon EMPLOYEE's annual performance review pursuant to Section V(A), but no less than the amount afforded to non-bargaining employees that year. Thereafter, EMPLOYEE shall be eligible for, and/or subjected to, any budgeted salary adjustments based upon annual performance reviews or for other legitimate reasons.

B. EMPLOYEE acknowledges that, pursuant to the Fair Labor Standards Act (FLSA), EMPLOYEE qualifies for the "EXECUTIVE" employee exemption. As an exempt employee, EMPLOYEE is paid a bi-weekly salary, not subject to minimum wage or overtime provisions of the FLSA. As such, EMPLOYEE shall do all things necessary and required to be available to CITY during the term of this AGREEMENT.

C. AUTOMOBILE EXPENSES. EMPLOYEE will receive mileage reimbursement for use of EMPLOYEE'S personal vehicle for local and out-of-area business travel at the CITY rate, which shall annually coincide with the Internal Revenue Service's standard mileage rate.

D. COMMUNICATION EXPENSES. CITY hereby agrees to provide EMPLOYEE a CITY cell phone or similar device for use in the normal conduct of business in accordance with City policy.

E. RELOCATION EXPENSES. CITY shall pay directly for the expenses of moving EMPLOYEE, his family and personal property from Gainesville, Florida to Port St. Lucie.

Moving and temporary housing expense combined shall not exceed Seven Thousand Five Hundred Dollars ($7,500.00). Employee agrees to secure at least Three (3) bids from reputable moving companies for such services, and shall use the lowest responsible bidder. EMPLOYEE agrees to provide receipts for expenses. If EMPLOYEE voluntarily separates from employment with the CITY within the first Two (2) years of employment, EMPLOYEE shall reimburse the CITY on a pro-rated basis for any personal property relocation expenses. Reimbursement of personal property moving expenses shall be paid immediately upon separation from employment.

XI. SEVERANCE PAY. CITY COUNCIL shall grant EMPLOYEE Twenty (20) weeks' severance pay upon termination by CITY COUNCIL pursuant to Section IV.

XII. RESIDENCY. EMPLOYEE shall establish legal residency within the City limits of Port St Lucie no later than Six (6) months from the Date of Hire, and shall maintain such residency throughout his tenure as City Manager.

XIII. GENERAL EXPENSES. CITY COUNCIL recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses, subject to prior approval of CITY COUNCIL and in accordance with CITY policy. A designated employee of the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

XIV. CIVIC CLUB MEMBERSHIPS. CITY COUNCIL recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to CITY COUNCIL for its review and approval a listing of civic organizations for which, if approved, the CITY shall pay all expenses on EMPLOYEE's behalf.

XV. DUES AND SUBSCRIPTIONS. CITY agrees to budget for and pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued participation, growth and advancement for the good of the CITY. Specific examples would include, but not be limited to, the ICMA (International City Management Association) and the FCCMA (Florida City/County Management Association).

XVI. EMPLOYEE HANDBOOK. Terms and conditions of EMPLOYEE's employment not specifically set forth in this AGREEMENT shall be governed by the CITY's Personnel Rules and Regulations for non-bargaining unit employees, provided said provisions are not inconsistent with, or in conflict with, the provisions of this AGREEMENT, CITY Code of Ordinances and/or any law.

XVII. POST-EMPLOYMENT RESTRICTIONS. EMPLOYEE shall not personally represent another person or entity for compensation before CITY COUNCIL or any CITY board or commission for a period of Two (2) years following EMPLOYEE's separation from employment. However, this post-employment restriction shall not apply to EMPLOYEE's representation of a bargaining unit or any not- for-profit entity serving the needs of the community as may be determined by CITY COUNCIL.

This section shall survive the termination of EMPLOYEE or cancellation or nonrenewal of this AGREEMENT.

XVIII. LIABILITY INSURANCE/INDEMNIFICATION.

A. CITY agrees that EMPLOYEE shall be an insured in the CITY's general liability insurance program.

B. Beyond that required under federal, state, or local law, CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of EMPLOYEE's duties or responsibilities, unless the act or omission involved willful or wanton conduct by EMPLOYEE. EMPLOYEE may request, and CITY shall not unreasonably refuse, to provide independent legal representation at CITY's expense. Legal representation provided by CITY for EMPLOYEE shall extend until a final determination of the legal action, including any appeals brought by either party. CITY shall indemnify EMPLOYEE against any and all losses, damages, judgment, interest, settlements, fines, court costs, and other liabilities incurred by, imposed upon, or suffered by EMPLOYEE in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of CITY in order for indemnification, as provided in this section, to be available.

XIX. MODIFICATIONS. No change or modification of this AGREEMENT shall be valid unless it is reduced to writing and signed by both parties.

XX. GOVERNING LAW. This AGREEMENT shall be construed in accordance with, and governed by the laws of, the State of Florida and venue for any proceedings brought hereunder shall be in St. Lucie County, Florida.

XXI. SEVERABILITY OF PROVISIONS. If any clause or provision of this AGREEMENT shall be determined to be illegal or to be void as against public policy, the remainder of this AGREEMENT shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this Instrument this _____ day of _____ 2016.

_____
Russ D. Blackburn, EMPLOYEE

_____
Gregory J. Oravec
MAYOR

APPROVED AS TO FORM:

_____
O. Reginald Osenton
City Attorney

EXHIBIT "A"

(to Employment Agreement)

CITY OF PORT ST. LUCIE
Position Description

Job Title:	City Manager
Department:	City Manager
Reports To:	City Council
Job Code:	1030
Band:	Administrator
Union Status:	Non
FLSA Status:	Exempt
Prepared Date:	July 16, 2004
Modification Date:	

Summary

Highly responsible administrative work directing and coordinating all phases of the general municipal government. Work involves the supervision of activities related to the City in accordance with the policies determined by the City Council, City Charter and applicable laws and ordinances.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Directs the overall effort of the City government. Acts as appointing authority for City employees by appointing department heads and staff as provided by state laws or local ordinances. Coordinates the efforts of the various departments under the City governmental structure.

Administers and supervises through subordinate department heads such functions as law enforcement, public works construction, maintenance of public streets and property, sanitation, financial operations and budgets, recreational activities, inspectional services, utilities operations, maintenance of public health, purchase of supplies and equipment, human resources functions and other related functions.

Prepares the annual City budget for submission to the Council. Submits recommendations and estimates to the Council for their discussion and approval concerning the efficient operation of the City government. Keeps the Council informed of general City operations and activities.

Plans for future development of urban and non-urban areas to provide for population growth and expansion of public services.

Recommends zoning regulation controlling location and development of residential and commercial areas.

Plans and recommends future City programs.

Maintains community respect for City operations through good public relations and by keeping residents informed of City progress and policies. Discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate office for action.

Oversees the City's media relations activities.

Job Title: City Manager
Department: City Manager
Supervisory Responsibilities

Responsible for the overall direction, coordination, and evaluation of the units under incumbent's direction. Also directly supervises non-supervisory employees. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Competency

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Design - Generates creative solutions; Translates concepts and information into images; Uses feedback to modify designs; Applies design principles; Demonstrates attention to detail.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Job Title: City Manager
Department: City Manager

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Business Acumen - Understands business implications of decisions; Displays orientation to profitability; Demonstrates knowledge of market and competition; Aligns work with strategic goals.

Cost Consciousness - Works within approved budget; Contributes to profits and revenue; Develops and implements cost saving measures; Conserves organizational resources.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educates others on the value of diversity; Promotes a harassment-free environment.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Job Title: City Manager
Department: City Manager

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Master's degree (M.A. or M.S.) in Business Administration, Public Administration or a related field from an accredited college or university. Four to ten (4-10) years of experience in a responsible administrative or management position in municipal government.

Language Skills

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

Mathematical Skills

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills

To perform this job successfully, an individual should have knowledge of database software; Microsoft Excel spreadsheet software and Microsoft Word word processing software.

Certificates, Licenses, Registrations

A comparable amount of training, education or experience may be substituted for the minimum qualifications.

Other Skills and Abilities

Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government, and in particular those of the City.
Ability to delegate authority and responsibility to subordinate department heads and to maintain an effective organization.
Ability to communicate clearly in writing and orally and to appear before groups of taxpayers and the Council to present data and programs that enhance the continued efficient operation of the City.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. The employee is frequently required to walk. The employee is occasionally required to stand, reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE. Interim City Manager- City Engineer
Jesus A. Merejo, Utility Systems Department Director-Interim Assistant City Manager
Cheryl Shanaberger, Procurement Management Department Director

FROM: Gina Jolly, Buyer
Office of Management & Budget

Agenda Item: Motion: E-Bid # 20160160 Design of the new Maintenance Building at Prineville

Submittal Date: 10/28/2016

STRATEGIC PLAN LINK: Mission Principal A, Exceptional Municipal Services, Developing and maintaining a state of the art infrastructure and utility system.

BACKGROUND: The City of Port St. Lucie requires a Professional Consultant for design services for the New Maintenance Building at Prineville Water Treatment Plant. The design services include a new 25,000 square foot maintenance building, modifications of the existing Pavilion to comply with current ADA standards and if budget allows a mobile generator storage facility and completion of the wall and gate security system surrounding the Prineville site. Construction of the new maintenance building is necessary to accommodate in-house field personnel that are currently working in multiple houses that are not ADA complaint. The Utility Department has considered other properties around the City and find expanding the existing facilities would be the best location by providing a central headquarter for all personnel. With this expansion, the field personnel offices can be vacated and the Water Distribution & Sewer Collections, Electricians, Instrumentation, and Water Plant Maintenance Division can be housed in one area. A Request for Proposal was advertised via Demandstar on August 29, 2016, with a proposal due date of September 26, 2016. During the advertisement period, one thousand five hundred one (1501) suppliers were notified, forty three (43) of those downloaded plans and four (4) submitted proposals. On October 17, 2016, the Procurement Management

Department held a public meeting where the committee members met to review and discuss their individual scores. After a brief discussion regarding the points, the committee members chose to keep their individual scores as group scores. The committee voted to conduct questions with the four (4) firms- Bentley Architects & Engineers, EDB Architects, The Milcor Group and Architectural Building Corporation. The evaluation committee held questions and answers with the four (4) firms on October 20, 2016 starting at 10:00 a.m.

ANALYSIS: The question and answer discussion was based on a brief introduction of the firm and five (5) questions scored on a point scale of 0-5 for each question. The committee scored and ranked the firms as follows: (1) Bentley Architects & Engineers- 50, (2) EDB Architects- 47, (3) Architectural Building Corp.-27, and (4) The Milcor Group- 25. The committee stated that the detailed responses provided by Bentley Architects & Engineers and their knowledge of the scope gave them an edge over the other firms.

FINANCIAL INFORMATION: Utility Operations/Utility Administration/ Buildings/D&C Maintenance Building

LEGAL INFORMATION: Reviewed by Ella Gilbert on 9/8/16 and approved as to form.

STAFF RECOMMENDATION: Approve firms shortlisted by the evaluation committee as follows: # (1) Bentley Architects & Engineers, (2) EDB Architects, (3) Architectural Building Corp., (4) The Milcor Group and start negotiations with Bentley Architects & Engineers as the #1 scored and ranked firm. If City personnel are unable to negotiate a contract with the #1 firm, approval to continue the process and negotiate with the next ranked firm until an acceptable agreement is reached.

SPECIAL CONSIDERATION: Letter from EDB Architects, PMD response and Legal opinion on CCNA process.

RECEIVED
NOV 0 1 7
CITY MANAGER'S OFFICE

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: Prineville Water Plant, Due to the Critical Infrastructure Sector of the Homeland Security Act, no location map is provided for Water and Wastewater Facilities.

ATTACHMENTS: Letter from EDB Architects, PMD Response, Legal Opinion on CCNA Process, (Audio from both meetings included in cd format), Evaluation and Q&A Individual/Group Score Totals, Winning firm Bid response, Solicitation request, Notice, RFP documents, Bid Opening Sheet, Bid Tab, Bid Details, Evaluation & Q&A Attendance sheets, Evaluation Guidelines, Participation Agreements, Individual Evaluator Scores, Unsuccessful firms' Bid responses

EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.
65 Royal Palm Pointe, Ste D
Vero Beach, FL 32960
Ph: (772) 569-4320 Fax: (772) 569-9208

October 26, 2016

To: Robyn Holder, Purchasing Department Manager

RE: Bid #20160160 Design Services for the New Maintenance Building at Prineville

Dear Ms. Holder,

Please accept this letter as our formal request to protest the above referenced RFQ. Our protest is based on Article 9.04 COMPETITIVE SELECTION – PROCEDURES, the selection committee needs to be comprised of 3 to 5 city employees. The selection committee for this project was only two committee members. One committee member had us tied with Bentley Architects and Engineers and the other had Bentley ahead by only 3 points. A third or more committee member(s) could have definitely changed the outcome of the selection.

Also to be taken into consideration, the firm presently selected, Bentley Architects & Engineers, is from Longwood, Florida. Their entire Design Team is comprised of consultants from the Orlando area. EDB Architect's Design Team are all **LOCAL** and include firms from Port. St. Lucie, Fort Pierce, and Vero Beach. We know that Local Preference is important to the City of Port St. Lucie (see City Ordinance City's ordinance 35.12. Local Preference in Purchasing or Contracting) and we don't believe that was considered in the final vote.

We respectfully request that the current standings be thrown out and a new committee of 3-5 members be selected to again present the Q&A portion of the qualifications. Additionally, we would like local preference to be considered as part of the final selection criteria.

Respectfully submitted,

John F. Binkley, A.I.A.
Principal Architect

Cc: Mayor Gregory J. Oravec
City Attorney O. Reginald Osenton
Kim Sala, City Attorney Assistant

"A City for All Ages"

CITY OF PORT ST. LUCIE

Procurement Management Department

Outstanding Agency Contracting Achievement Award NIGP

October 28, 2016

Edlund, Dritenbas, Binkley Architects and Associates, P.A., (AKA "EDB Architects)
65 Royal Palm Pointe, Suite D
Vero Beach, FL 32960

Re: Response to letter of October 26, 2016 for RFP #20160160 Design Services for the New Maintenance Building at Prineville

Dear Mr. John F. Binkley

Thank you for your concerns regarding the selection committee for RFP #20160160 Services for the New Maintenance Building at Prineville. The letter references the Competitive Selection 9.04 in the City's Purchasing Policy & Procurement Manual, "Procurement Management Department (PMD) and the City's Project Manager **should** propose the names of three to five City employees to serve on the Selection Committee based on their expertise in relation to the scope and execution of the project to be awarded". As per the dictionary, Wikpedia, the definition for a committee is:

*https://en.wikipedia.org/wiki/**Committee*** Wikipedia
A **committee** (or "commission") is a body of one or more persons that is subordinate to a deliberative assembly.

Originally there were three committee members selected for this project, unfortunately, at the last minute one member was unable to attend. A decision was made to continue with two committee members to avoid further delay to a time sensitive project.

Your letter also requested the consideration of the City's local preference ordinance, however, City Ordinance Chapter 35.12, Section J (4), states: "The provision of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes." The proposal was for Professional Design Services which must comply with the CCNA and therefore, the City's local preference ordinance does not apply. However, Florida Statutes, 287.055, (4), (b) states: "In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location." The City, in order to comply with Florida Statute 287.055, included

121 S.W. Port St. Lucie Boulevard,
Port St. Lucie, FL 34984-5099

(772) 871-5223 Fax (772) 871-7337

within the Request for Proposal (RFP) document on page 6, location as a criterion as defined below:

# of Miles from City Hall to Assigned Staff's Office location	# of Points
0-60	5
61-80	4
81-100	3
101-120	2
121-140	1
140+	0

In review of the committee scores on the criterion of location, your firm received a total of 10 points. The selected firm by the committee received 0 points. Therefore, consideration was included for the location of your firm.

The City's protest policy is listed on page 7 of the RFP document as: 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.

This project is tentatively scheduled for City Council approval on November 14, 2016. Please contact me if you have any further questions of concerns.

Thank you,

Cheryl Shanaberger, MPA, CPPO
Director of PMD
City of Port St. Lucie, Florida

Attachments: City Ordinance 35.12, Florida Statute 287.055, Committee Score Sheets

CC: City Manager, City Legal Department

121 S.W. Port St. Lucie Boulevard,
Port St. Lucie, FL 34984-5099

(772) 871-5223 Fax (772) 871-7337

CITY OF PORT ST. LUCIE
Office of the City Attorney

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
JEFF BREMER, CITY MANAGER

THRU: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY AGS

FROM: ELLA M. GILBERT, STAFF ATTORNEY EMG

DATE: JULY 14, 2016

RE: *LEGAL OPINION ON THE CCNA PROCESS CONCERNING CONTRACT #20160085 FOR DESIGN SERVICES FOR SW PSL BLVD. NORTH PROJECT*

At the June 13, 2016 Regular City Council Meeting, under City Council's consideration of Agenda Item 13(c) relating to Design Services for the SW Port St. Lucie Boulevard "North" Reconstruction Project (the "Project"), the City Council tabled said item and requested additional information from City Staff on certain matters concerning the ranking and vendor selection process. In response to City Council's request for more information on this matter, this memorandum has been prepared to provide a legal opinion on whether the City Council may reject the Evaluation Committee's rankings and short listing of the top three (3) firms for this Project contract involving the procurement of professional services pursuant to the Consultants' Competitive Negotiation Act (CCNA) and lawfully direct City Staff to proceed with negotiating a contract with a firm that was not ranked as number one by the Evaluation Committee.

The Consultants' Competitive Negotiation Act (CCNA), specifically Section 287.055 of the Florida Statutes, (attached hereto as Attachment #1) governs procurement of professional services within the scope of practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping. Pursuant to the CCNA, an agency, including a municipality, must competitively select and negotiate with the most qualified firm to provide these professional services for a project. Section 287.055(3), Florida Statutes, requires a public announcement and provides qualification procedures. Section 287.055(3)(c) requires agencies to certify firms or individuals "as qualified pursuant to law and the *regulations of the agency*" (Emphasis added). The City of Port St. Lucie administrative procedures for evaluating professional services governed by the CCNA are detailed in Section IX of the Purchasing Policy and Procedure Manual (attached hereto as Attachment #2). In the event there is any conflict or inconsistency between the City's regulations and the CCNA, the applicable provisions of Florida Statutes supersede and prevail.

Pursuant to Section 287.055(4)(b), "[T]he agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services."

The evaluation criteria required by said statute includes: "ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms." §287.055(4)(b), Fla. Stat. (2016).

Once the three firms deemed most highly qualified are selected, the agency negotiates a contract with the most qualified firm. The most qualified firm is the first firm ranked in order of preference. The CCNA requires that an agency commence contract negotiations with the top ranked, most qualified firm and only in the event the agency is unable to negotiate a satisfactory contract with that firm at a price the agency determines to be fair, competitive, and reasonable, negotiations is the agency allowed to pursue negotiations with the second most qualified firm once the agency formally terminates negotiations with the top ranked firm. §287.055(5)(b) Fla. Stat. (2016). Should negotiations with the second most qualified firm fail, then following the termination of those negotiation, the CCNA requires that the agency undertake negotiations with the third most qualified firm. The agency is directed to select additional firms in order of their competence and qualification and continue negotiations in accordance with Section 287.055(5)(c) until an agreement is reached.

Pursuant to Attorney General Opinion 2011-21 (attached hereto as Attachment #3), the Attorney General opined that local governments could not create a hybrid procurement process for awarding projects but instead are limited to utilizing the statutorily defined procedures. The Attorney General acknowledges that "It is the general rule with regard to competitive bidding by public agencies that, in the absence of any legislative requirements regarding the method of awarding public contracts, public officers may exercise reasonable discretion, and a contract may be made by any practicable method that will safeguard the public interest." Op. Att'y Gen. Fla. 2011-21 (2011). However, in this case, Section 287.055(5), Florida Statutes clearly prescribes the negotiation process for CCNA contracts. The statutory directive requires negotiations to be undertaken with the most qualified firm and only if a satisfactory contract is unable to be negotiated may negotiations continue with the other firms in the order of their ranking until an agreement is reached.

For this Project, the Procurement Management Department followed the Consultants' Competitive Negotiation Act (CCNA) and the City's Purchasing Policy and Procedure Manual for the procurement of Professional Services with Construction Costs exceeding $325,000.00. Below is a summary of the process that was followed.

- A Request for Proposal was advertised on April 8, 2016
- Three Committee members were selected based on their expertise in relation to the scope and execution of the project to be awarded

- The Committee members were emailed the five proposals to evaluate and individually score as follows: Assigned Staff, Company Experience/History, Understanding the Project Scope, Location, Minority Business, and Accepts P-Card
- Each Committee member assigned preliminary scores, discussed their results and short-listed to interview the following three top ranked firms: CAPTEC Engineering, Inc., American Consulting Professionals, and Culpepper & Terpening, Inc.
- Committee members ranked the three firms based on the firm's knowledge of the project. The scores for each step are independent of the other. Therefore, all the firms start the question and answer session with a zero score.
- The committee scored and ranked the firms as follows:
  (1.) American Consulting Professionals- 42 points
  (2.) Culpepper & Terpening, Inc. - 41 points
  (3.) CAPTEC Engineering, Inc. - 39 points
- The Procurement Management Department requested City Council approval of the top three ranked firms and approval to begin negotiation with the top ranked firm as required by Florida Statute Section 287.055 of the Purchasing Policy and Procedure Manual.

Should the City Council desire to begin negotiations of CCNA contracts it must do so with the most well qualified firm, which is determined by the Evaluation Committee. The method of awarding CCNA contracts are clearly outlined in Florida Statutes Section 287.055. The negotiations with the second ranked firm can only begin once the Procurement Management Department is unable to negotiate a satisfactory contract that is fair, competitive and within budget with the firm considered most qualified. However, City Council has the right to reject all bids as outlined in the Sealed Electronic Request for Proposal (E-RFP) Documents for City of Port St. Lucie, E-Bid#20160085; Design Services for S.W. Port St. Lucie Boulevard "North" Reconstruction Project (attached hereto as Attachment #4). In the event all bids and ranking is rejected, the City Council may direct staff to re-bid the project, or abandon proceedings with the Project altogether.

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

In conclusion, City Council may approve the ranking of the evaluation Committee, proceed with the negotiations of the CCNA contracts as outlined in Florida Statutes Section 287.055, or City Council may reject all the bids to either rebid the Project, or decide to not proceed with the Project.

CITY ATTORNEY'S OFFICE MEMORANDUM

ATTACHMENT "1"

Select Year: 2016 Go

The 2016 Florida Statutes

Title XIX PUBLIC BUSINESS	Chapter 287 PROCUREMENT OF PERSONAL PROPERTY AND SERVICES	View Entire Chapter

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—

(1) SHORT TITLE.—This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.—For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement 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 architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in

subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional service contract for which the fee is over $25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.

2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.

3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.

5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

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CITY ATTORNEY'S OFFICE MEMORANDUM

ATTACHMENT "2"

City of Port St. Lucie
Port St. Lucie, Florida

PURCHASING POLICY AND PROCEDURE MANUAL

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SECTION IX

CONTRACTING FOR PROFESSIONAL SERVICES

In order to comply fully with the requirements of Section 287.055, Florida Statutes ("Consultants Competitive Negotiation Act"), the following procedures shall be followed in selecting firms to provide professional services, and in negotiating contracts for professional services:

9.01 DEFINITIONS

A. "PROFESSIONAL SERVICES" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor in connection with his professional employment or practice.

B. "CITY" means City of Port St. Lucie

C. "FIRM" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering or surveying in the state.

D. "COMPENSATION" means the total amount paid by the agency for professional services.

9.02 PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES

A. At such time when deemed necessary by the City, the Purchasing Division of OMB shall cause a legal advertisement to be published in a newspaper of general circulation within St Lucie County setting forth a general description of the project requiring professional services and defining procedures on how interested professional firms may apply for consideration by the City. In addition, a notification of the project will be sent to each certified firm which has expressed an interest in being notified.

B. Statements of qualifications and performance data shall be submitted and supplemented by other information if specifically requested by the City's Request for Proposal document.

C. To enhance and expedite capital projects and upon written recommendation by the city manager, the purchasing agent by competitive process may establish a select list of firms by discipline for professional services. City council shall award to the bidders whose proposal provides the best quality of service for each discipline. The goal is to obtain 3 or 5 professional service firms that are equally qualified for each discipline. Contracts will be established for each firm for each discipline. These contracts will be titled and known as "Master Contracts" .The purchasing agent will select from these Master contracts firms for projects as needed. OMB will negotiate with the firm. OMB may terminate negotiations with the firm and begin negotiations with the second firm if proposal is over budget or not in the City's best interest. Projects for under $1,000,000.00 and with city manager approval will not require council approval if budget has been approved. Any project over $1,000,000.00 will require additional city council approval. The purchasing agent will establish written procedures for this partnering venture. The procedures shall be approved by the city manager.

9.03 COMPETITIVE SELECTION – GUIDELINES

A. All RFP's for Professional Services shall be processed through the Purchasing Division of OMB.

B. Formal RFP's must be issued to secure professional services, when the fee for a planning or study activity is estimated to exceed $25,000 or for a project the basic construction cost of which is estimated to exceed $250,000.

C. All contracts for professional services which exceed $25,000 must be approved by City Council unless the firm is established using the Master Contracts.

D. Contracts for services must be accompanied by a purchase order or Purchasing Card order. Payments shall be issued against said order with proper authorization.

9.04 COMPETITIVE SELECTION – PROCEDURES

A. A Selection Committee shall be formed to evaluate all proposals. OMB and the City's Project Manager should propose the names of three to five City employees to serve on the Selection Committee based on their expertise in relation to the scope and execution of the project to be awarded. At least one of the employees should be from the using department. The remaining members should consist of employees chosen from departments which would enhance the committee's makeup. An OMB representative shall be an actual or ex offico member of all Selection Committees, and shall monitor all Committee activities and act as the committee Chair.

B. A"Conflict of Interest Form" should be filled out by each Committee member at the first meeting. See Exhibit "7".

C. Minutes of each Committee meeting, Conflict of Interest Forms, and scoring sheets are to be completed by OMB. OMB will facilitate the meeting and make sure all legal requirements are met. OMB is responsible for preparing recommendations of the top ranked firm and of the preparation of the final contract documents. All originals are to be sent to City Clerk with Agenda Award.

D. The Selection Committee should develop general guidelines for interview procedures for the short listed firms. Interviews and/or presentations shall be optional, as determined by the Selection Committee.

E. Each member of the Selection Committee will assign preliminary scores to each firm after review of proposals and interviews, as per the established criteria in the bid specifications.

F. The Selection Committee shall discuss their general impressions of the firms and finalize their scores.

G. Recommended criteria for evaluation of proposals include:

Prior experience with projects of similar size and complexity

a. Number of similar projects
b. Complexity of similar projects
c. Three references (Contact name & telephone number)

Past record of performance for the City

a. Project name, dates, cost
b. City personnel assigned to the project

Qualifications of personnel including sub consultants

a. Number of technical staff
b. Qualifications of technical staff
c. Number of licensed staff
d. Education of staff
e. Experience of staff

Availability of personnel

a. Current work load/staff participation
b. Organization of the team

Proximity of the nearest office to the project location

a. Location
b. Number of staff at the nearest office

Financial Statements

Technical approach to perform the tasks described in the Scope of Services

a. Level of effort
b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control.

Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

9.05 COMPETITIVE NEGOTIATION

A. After finalists' ranking OMB and the Project Manager, and other designated City staff (if required), shall negotiate a contract for professional services with the firm which has been determined to be most qualified by the Competitive Selection Committee, at compensation within a range which has been determined to be fair, competitive, reasonable, and within budget. For any lump-sum or cost-plus-a-fixed-fee contracts over $150,000, the City shall require the firm receiving the award to execute a truth-in negotiation certificate as required in Section 287.055 (5) (a), Florida Statutes.

B. Should OMB be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the City determines to be fair, competitive, and within budget, negotiations with that firm shall be formally terminated. After negotiations have been terminated with a firm, negotiations cannot be reopened at a later date. OMB shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, OMB shall cancel negotiations. OMB shall then undertake negotiations with higher ranked firms should they express flexibility in the negotiated price.

C. Should OMB be unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in accordance with procedures noted above. Negotiations shall continue in accordance with these procedures until agreement is reached.

D. Unless otherwise required, a lump sum contract shall be designated as the preferred form of contract for professional services contracts.

9.06 LESS THAN THREE FIRMS

In the event less than three (3) firms express an interest in a project or less than three (3) firms are deemed qualified by the Competitive Selection Committee, then the City Manager shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after subsequent advertisement, three (3) firms still cannot be qualified, then the City shall proceed hereunder with the firms qualified.

9.07 PROHIBITION AGAINST CONTINGENT FEES

Each contract for professional services shall contain the prohibition against contingent fees required by and set forth in Section 287.055 (6) (a), Florida Statutes.

9.08 SMALL CONTRACTS

A. The foregoing procedures shall apply in all cases except those in which the fee for professional services is estimated to be $25,000 or less for planning or study activity, or when the construction cost of the project is estimated to be $250,000 or less (Section 287.055 (4) (c), Florida Statutes.)

B. When this occurs, the procedure shall be:

The Project Manager, in cooperation with the Director of the Office of Management and Budget shall select a known responsible firm and request that they submit a proposal.

Should the proposal appear to be excessive, another firm shall be requested to submit a proposal. The procedure shall continue until a proposal is received that is acceptable.

9.09 EMERGENCIES

In the event of bona fide public emergencies declared by the City Council, compliance with some or all of the provisions of this procedure or Section 287.055, Florida Statutes, may be waived by the City Manager.

9.10 INCONSISTENCY WITH SECTION 287.055, FLORIDA STATUTES

To the extent of any inconsistency between these regulations and Section 287.055, Florida Statutes, the provisions of the Florida Statutes shall prevail.

SECTION X

CONSTRUCTION CONTRACTS

In general, contracts for construction of major City projects are obtained through the Formal (Sealed) Bid process. All procedures as previously noted in Section 7 – "Bids and Proposals" should be followed.

Construction projects between $1,000.00 and $25,000.00 in cost may be processed via the City's Quote Wire System. Sealed bids are required for all construction projects over $25,000.00 in cost.

Due to the complexity and cost involved, these projects warrant special treatment. Special areas of consideration are as follows:

10.01 BID PREPARATION

The entire bid package (excluding the standard format) is assembled and provided to the Purchasing Division of OMB in electronic format by the requesting department or contracted engineer. A Sealed Bid Request completed and signed, must accompany specifications and plans. (See Exhibit 8) It is the responsibility of that department or engineer to insure that all terms, conditions, plans (including blueprints), and specifications are complete and accurate. It is also their responsibility to submit bid plans and specifications to the Building, Engineering, Planning and Utilities Departments for approval prior to releasing them to the Purchasing Division.

Purchasing will review and add the City standard language that is appropriate for the bid. Purchasing will distribute draft bid specifications with a bid sign off sheet to the requesting department, Finance, Risk Management, Legal, Building, Engineering and Utilities. After receipt of the bid review sign off sheets any corrections will be made to bid specifications. Purchasing then will coordinate with requesting department all bid scheduling requirements.

10.02 ANNOUNCEMENT OF BIDS

Due to the contractor's desire to share in large dollar projects, interest in construction projects is generally high. To assure the greatest degree of competition, all of the following must be used to announce the bids:

A. NEWSPAPER ADS

Legal ads are a reliable method of attracting interested bidders, while also dispelling any criticism of bids only going to favored contractors. Such methods include publication in newspapers of general circulation, electronic or paper mailing lists, and web site (s) designated and maintained for that purpose. For this reason, they are required to be posted in a newspaper of general circulation in St. Lucie County. Legal ads are placed by the Purchasing Division in a local newspaper.

Legal ads will briefly state the name of the project, location, nature of work required, bid opening date and time, pre-bid date and time, and location where bid specifications may be obtained. They must be posted twice prior to the bid opening date. The City's ordinance provides that the first advertisement must be at least ten days prior to the bid opening date. A copy of the advertisement is to be posted in the bulletin board located in the City Hall lobby. *If the cost is more than $200,000, it has to be advertised at least 21 days prior to the opening and at least 5 days prior to a pre-bid conference. If the cost is more than $500,000, it must be advertised at least 30 days prior to the opening, and at least 5 days prior to a pre-bid conference. All Bid notifications are also posted on the City's website* www.cityofpsl.com.

CITY ATTORNEY'S OFFICE MEMORANDUM

ATTACHMENT "3"

Florida Attorney General
Advisory Legal Opinion

Number: AGO 2011-21
Date: October 4, 2011
Subject: CCNA, hybrid bidding procedure

Mr. H. Paul Senft, Jr., Chair
Southwest Florida Water
Management District
2379 Broad Street
Brooksville, Florida 34604-6899

RE: SPECIAL DISTRICTS - COMPETITIVE BIDS - PUBLIC CONSTRUCTION - WATER MANAGEMENT DISTRICTS - CONSULTANTS COMPETITIVE NEGOTIATION ACT - whether special district is authorized to develop hybrid bidding procedure for public construction projects. ss. 255.103, 255.20, and 287.055, Fla. Stat.

Dear Mr. Senft:

On behalf of the governing board of the Southwest Florida Water Management District, you have requested my opinion concerning the application of sections 255.20 and 287.055, Florida Statutes (section 287.055 is known as the CCNA or the Consultants Competitive Negotiation Act), to the procurement of construction and construction management services. Your question is substantially as follows:

Whether the Southwest Florida Water Management District may lawfully use a "hybrid" process to award construction projects, including construction and construction management services, when that process combines a request for bids or proposals with competitive negotiation such that the lowest or best responsive bidder is selected and then competitive negotiations are begun in an effort to arrive at a final project or service cost?

In sum:

The Southwest Florida Water Management District is limited to utilizing the procedures set forth in the statutes for public construction works and for construction management services. The district has no authority to develop a "hybrid" model for awarding construction projects in the absence of statutory authority.

The Southwest Florida Water Management District was created by

section 373.069(1)(d), Florida Statutes, as an independent special district[1] controlled by a governing board of 13 members.[2] Your letter advises that the governing board of the district has been reviewing the process the district uses to procure construction projects and construction management services. The district is considering adopting a policy which would combine sealed bids (or requests for proposals) and competitive negotiations in a process that would allow selection of the lowest responsive bidder and then authorize competitive negotiations to arrive at a final project or service cost.[3] Your attorney has opined that the statutes governing procurement methods for construction projects and construction management services (sections 255.20 and 287.055, Florida Statutes), while containing provisions which would provide some flexibility in the process, would not allow competitive negotiations to be combined with another method of procurement such as requests for sealed bids. I concur in that conclusion.

It is the general rule with regard to competitive bidding by public agencies that, in the absence of any legislative requirements regarding the method of awarding public contracts, public officers may exercise reasonable discretion, and a contract may be made by any practicable method that will safeguard the public interest.[4] The statutory directives requiring special districts to competitively award contracts for public construction projects are contained in sections 255.20 and 287.055, Florida Statutes.

Section 255.20(1), Florida Statutes, provides that:

"A . . . special district as defined in chapter 189,[5] or other political subdivision[6] of the state seeking to construct or improve a public building, structure, or other public construction works must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than $300,000.[7]. . . . As used in this section, the term 'competitively award' means to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation. This subsection expressly allows contracts for construction management services, design/build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable municipal or county ordinance, by district resolution, or by state law. For purposes of this section, cost includes the cost of all labor, except inmate labor, and the cost of equipment and materials to be used in the construction of the project. Subject to the provisions of subsection (3),[8] the county, municipality, special district, or other political subdivision may establish, by municipal or county ordinance or special district resolution, procedures for conducting the bidding process."

Section 255.20(1)(d), Florida Statutes, provides further direction:

"If the project:

1. Is to be awarded based on price, the contract must be awarded to the lowest qualified and responsive bidder in accordance with the applicable county or municipal ordinance or district resolution and in accordance with the applicable contract documents. The county, municipality, or special district may reserve the right to reject all bids and to rebid the project, or elect not to proceed with the project. This subsection is not intended to restrict the rights of any local government to reject the low bid of a nonqualified or nonresponsive bidder and to award the contract to any other qualified and responsive bidder in accordance with the standards and procedures of any applicable county or municipal ordinance or any resolution of a special district.

2. Uses a request for proposal or a request for qualifications, the request must be publicly advertised and the contract must be awarded in accordance with the applicable local ordinances.

3. Is subject to competitive negotiations, the contract must be awarded in accordance with s. 287.055."

The statute requires that a special district "must" competitively award these contracts. The word "must" generally does not allow for any choice when used in a statute and denotes compulsion, obligation, or requirement.[9] The general rule is that where language is unambiguous, the clearly expressed intent must be given effect, and there is no room for construction.[10] Where the statutory language is plain, definite in meaning without ambiguity, it fixes the legislative intention and interpretation and construction are not needed.[11] Thus, the Southwest Florida Water Management District is required by statute to competitively award such contracts pursuant to the terms of section 255.20, Florida Statutes.

The statute contains flexibility within its terms regarding the type of procedure to be used in competitively awarding such contracts, that is, the definition of "competitively award" contains several options. In addition, section 255.20, Florida Statutes, authorizes a special district to establish procedures for conducting the bidding process, but the district is limited to using the competitive award process outlined in section 255.20, Florida Statutes, for construction works. The power of a special district to adopt such resolutions is limited by the nature of special districts to those powers and duties set forth by the Legislature in the enabling legislation of the district and the statutes.[12]

The Legislature has directed that these procedures are to be used

separately and distinctly based on the type of negotiations involved in bidding the project: competitive negotiations, requests for proposal or requests for qualifications, or lowest qualified and responsive bidder. Except to the extent authorized by the statute itself, each of these distinct procedures for selecting a contractor for public construction works should be utilized to secure bids for the particular types of projects to be awarded, that is, contracts for professional services as described in section 287.055, Florida Statutes, are subject to competitive negotiations, while construction contracts for public works must be competitively awarded.

With regard to the selection of construction management or program management entities to provide services to a special district, section 255.103, Florida Statutes, states that

"A governmental entity[13] may select a construction management entity, pursuant to the process provided by s. 287.055, which is to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of the construction project. The construction management entity must consist of or contract with licensed or registered professionals for the specific fields or areas of construction to be performed, as required by law. The construction management entity may retain necessary design professionals selected under the process provided in s. 287.055. At the option of the governmental entity, the construction management entity, after having been selected and after competitive negotiations, may be required to offer a guaranteed maximum price and a guaranteed completion date or a lump-sum price and a guaranteed completion date, in which case, the construction management entity must secure an appropriate surety bond pursuant to s. 255.05 and must hold construction subcontracts. If a project, as defined in s. 287.055(2)(f), solicited by a governmental entity under the process provided in s. 287.055 includes a grouping of substantially similar construction, rehabilitation, or renovation activities as permitted under s. 287.055(2)(f), the governmental entity, after competitive negotiations, may require the construction management entity to provide for a separate guaranteed maximum price or a separate lump-sum price and a separate guaranteed completion date for each grouping of substantially similar construction, rehabilitation, or renovation activities included within the project."

The statute also recognizes that "[t]his section does not prohibit a local government from procuring construction management services, including the services of a program management entity, pursuant to the requirements of s. 255.20."

Sections 255.103, 255.20, and 287.055, Florida Statutes, must be read to work together to provide direction relating to the particular type

of construction related service being bid. While these statutes provide flexibility within their terms as to procedures for conducting the bidding process, the district has no authority to develop a process for awarding public construction works outside the statutory direction of section 255.20, Florida Statutes, in the absence of any other statutory authority. It is the rule that a legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way.[14]

As a statutorily created entity, the Southwest Florida Water Management District has only such power as is expressly or by necessary implication granted by the legislative enactment creating the district.[15] Unlike counties or municipalities which have been granted home rule powers, special districts possess no inherent or home rule powers. Created by statute for a specific, limited purpose, the Southwest Florida Water Management District may exercise only such power and authority as it has been granted by law.[16] Thus, the district is limited to utilizing the procedures outlined by the Legislature for public construction works in section 255.20, Florida Statutes, and to section 287.055, Florida Statutes, when proposing to acquire professional services. Section 255.103, Florida Statutes, contemplates the use of section 255.20 or 287.055, Florida Statutes, to select a construction management firm. While sections 255.20 and 255.103, Florida Statutes, both contemplate the use of the CCNA for certain construction projects, the statutory direction as to how the CCNA must be used in these circumstances would preclude the district from developing a hybrid model distinct from the statutory models.

Thus, it is my opinion that the Southwest Florida Water Management District has no authority to develop a "hybrid" model for awarding construction projects in the absence of statutory authority.

Sincerely,

Pam Bondi
Attorney General

PB/tgh

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[1] *See* Florida Department of Community Affairs, Official List of Special Districts Online, Southwest Florida Water Management District.

[2] Section 373.073(1)(a), Fla. Stat.

[3] This opinion is expressly limited to a consideration of your authority as a special district to develop a bidding process involving the procedures you have described in your opinion request.

While you have provided this office with a copy of an article from a business publication discussing a bidding procedure utilized by another governmental entity, nothing in this opinion should be understood to address or comment on the bidding process utilized by another agency.

[4] *See, e.g., Volume Services Division of Interstate United Corporation v. Canteen Corporation*, 369 So. 2d 391 (Fla. 2d DCA 1979) (in the absence of specific constitutional or statutory requirements, a public agency has no obligation to establish a bidding procedure and may contract in any manner not arbitrary or capricious), *and see* Ops. Att'y Gen. Fla. 96-28 (1996), 93-28 (1993), and 93-83 (1993) and the cases cited therein.

[5] Section 189.403(1), Fla. Stat., defines "[s]pecial district" as

"a local unit of special purpose, as opposed to general-purpose, government within a limited boundary, created by general law, special act, local ordinance, or by rule of the Governor and Cabinet. The special purpose or purposes of special districts are implemented by specialized functions and related prescribed powers. For the purpose of s. 196.199(1), special districts shall be treated as municipalities. The term does not include a school district, a community college district, a special improvement district created pursuant to s. 285.17, a municipal service taxing or benefit unit as specified in s. 125.01, or a board which provides electrical service and which is a political subdivision of a municipality or is part of a municipality."

The Southwest Florida Water Management District would fall within the scope of this definition.

[6] A "political subdivision" is defined in s. 1.01(8), Fla. Stat., as follows: "The words 'public body,' 'body politic,' or ' political subdivision' include counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and all other districts in this state."

[7] As you have cited specifically to s. 255.20, Fla. Stat., in your letter I assume that the projects proposed to be awarded are within the financial amounts described in the statute.

[8] Section 255.20(3), Fla. Stat., requires the use of Florida forest products and timber for construction projects if such products are available and their price, fitness, and quality "are equal."

[9] *See Mallory v. Harkness*, 895 F.Supp. 1556 (S.D. Fla. 1995); Op. Att'y Gen. Fla. 07-42 (2007).

[10] *Fine v. Moran*, 77 So. 533, 536 (Fla. 1917); *M.W. v. Davis*, 756

So. 2d 90 (Fla. 2000).

[11] *McLaughlin v. State*, 721 So. 2d 1170 (Fla. 1998); *Osborne v. Simpson*, 114 So. 543 (Fla. 1927); Ops. Att'y Gen. Fla. 00-46 (2000) (where language of statute is plain and definite in meaning without ambiguity, it fixes the legislative intention such that interpretation and construction are not needed); 99-44 (1999); and 97-81 (1997).

[12] *See State ex rel. Vans Agnew v. Johnson*, 150 So. 111 (Fla. 1933), for the proposition that the powers of a water control district are restricted to those deemed essential by the Legislature to effect its purpose; *State ex rel. Davis v. Jumper Creek Drainage District*, 14 So. 2d 900 (Fla. 1943), *affirmed*, 21 So. 2d 459 (Fla. 1945); *Rabin v. Lake Worth Drainage District*, 82 So. 2d 353 (Fla. 1955), *cert. denied*, 350 U.S. 958 (1956); *Roach v. Loxahatchee Groves Water Control District*, 417 So. 2d 814 (Fla. 4th DCA 1982), *affirmed*, 421 So. 2d 49 (Fla. 4th DCA 1982), indicating that a water control district has only those powers which the Legislature has delegated to it by statute. *Cf.* Ops. Att'y Gen. Fla. 04-48 (2004) (as entity created pursuant to legislative act, water control districts may only exercise such powers as have been expressly granted by that act or must necessarily be exercised in order to carry out an express power); and 83-44 (1983).

[13] *See* s. 255.103(1), Fla. Stat., defining "governmental entity" to include special districts as defined in Ch. 189, Fla. Stat., or political subdivisions of the statute.

[14] *Alsop v. Pierce*, 19 So. 2d 799, 805-806 (Fla. 1944); *Dobbs v. Sea Isle Hotel*, 56 So. 2d 341, 342 (Fla. 1952); *Thayer v. State*, 335 So. 2d 815, 817 (Fla. 1976). In this regard you have cited Attorney General Opinion 96-28, in which this office concluded that the provisions of s. 255.20, Fla. Stat., should be read together with the minimum procedures for letting contracts for works and improvements by drainage and water control districts set forth in s. 298.35, Fla. Stat. However, s. 298.35, Fla. Stat., was repealed in 1997 and no provision of Ch. 373, Fla. Stat., establishes bidding requirements for the Southwest Florida Water Management District.

[15] *See Lee v. Division of Florida Land Sales and Condominiums*, 474 So. 2d 282 (Fla. 5th DCA 1985); Ops. Att'y Gen. Fla. 09-40 (2009) and 91-93 (1991).

[16] *Cf.* Op. Att'y Gen. Fla. 90-63 (1990). *And see Forbes Pioneer Boat Line v. Board of Commissioners of Everglades Drainage District*, 82 So. 346 (Fla. 1919).

20160160 Design Servcies for the New Maintenance Building at Prineville
INDIVIDUAL/GROUP COMMITEE SCORES

						Total	Rank
		BK		RS			
Criterion	WTG						
Architectural Building Corp							
A. Location (Ques 1)	1	5	5	5	5		
B. Certified Minority Business (Ques 2)	1	0	0	0	0		
C. Accepts Payment by P-Card (Ques 3)	4	1	4	1	4		
D. Assigned Staff (Ques 4 & 5)	10	4	40	4	40		
E. Company Experience/History (Ques 6 & 7)	8	5	40	3	24		
Total			89		73	162	
Ranking			2		3		2
		BK		RS			
Criterion	WTG						
Bentley Architects & Engineers							
A. Location (Ques 1)	1	0	0	0	0		
B. Certified Minority Business (Ques 2)	1	0	0	0	0		
C. Accepts Payment by P-Card (Ques 3)	4	1	4	1	4		
D. Assigned Staff (Ques 4 & 5)	10	5	50	5	50		
E. Company Experience/History (Ques 6 & 7)	8	5	40	5	40		
Total			94		94	188	
Ranking			1		1		1
		BK		RS			
Criterion	WTG						
EDB Architects							
A. Location (Ques 1)	1	5	5	5	5		
B. Certified Minority Business (Ques 2)	1	0	0	0	0		
C. Accepts Payment by P-Card (Ques 3)	4	0	0	0	0		
D. Assigned Staff (Ques 4 & 5)	10	5	50	4	40		
E. Company Experience/History (Ques 6 & 7)	8	4	32	4	32		
Total			87		77	164	
Ranking			3		2		2
		BK		RS			
Criterion	WTG						
The Milcor Group							
A. Location (Ques 1)	1	5	5	5	5		
B. Certified Minority Business (Ques 2)	1	1	1	1	1		
C. Accepts Payment by P-Card (Ques 3)	4	1	4	1	4		
D. Assigned Staff (Ques 4 & 5)	10	4	40	4	40		
E. Company Experience/History (Ques 6 & 7)	8	3	24	3	24		
Total			74		74	148	
Ranking			4		4		4

Q&A session is scheduled for Thursday 10/20/16 starting at 10:00 a.m.

Committee chose to keep individual scores as group scores.

20160160 Design Services for the New Maintenance Building at Prineville
COMMITTEE SCORES Q and A

Points are 0-5 for each question			
Bentley Architects & Engineers	BK	RS	Total
1. What challenges do you see with this project?	5	5	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	5	5	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	5	5	
4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	5	5	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	5	5	
Total	25	25	**50**
Ranking	1	1	
EDB Architects	BK	RS	Total
1. What challenges do you see with this project?	5	5	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	4	5	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	4	5	
4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	4	5	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	5	5	
Total	22	25	**47**
Ranking	2	1	
The Milcor Group	BK	RS	Total
1. What challenges do you see with this project?	1	4	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	1	4	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	1	4	
4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	1	4	

5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	1	4	
Total	5	20	**25**
Ranking	4	2	
Architectural Building Corp	BK	RS	Total
1. What challenges do you see with this project?	2	3	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	2	3	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	2	3	
4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	2	3	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	3	4	
Total	11	16	**27**
Ranking	3	3	
	Scores		
Bentley Architects & Engineers	1	1	50
EDB Architects	2	1	47
The Milcor Group	4	2	25
Architectural Building Corp	3	3	27

E-Bid Reply Sheet/Questionnaire #20160160
Design Services for the New Maintenance Building at Prineville

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

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

Dated this 26th day of September, 2016

Bentley Architects + Engineers, Inc.
Name of Organization / Proposer

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

   Bentley Architects + Engineers, Inc. is located in Longwood Florida at:
   651 West Warren Avenue, Suite 200
   Longwood, FL 32750
   Telephone: 407.331.6116
   Fax: 407.3314566
   Email: gary@baeonline.com
   Contact Person: Gary Kranston, Vice President

   Total number of staff for your firm within the Treasure Coast? All 21 staff members located in Longwood

   Total number of years your firm has been in this type of business? 32

2. Is your firm a Certified Minority Business (yes or no)? No

3. Will your firm accept payment by Credit Card (yes or no)? Yes

4. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other
Gary Kranston **Bentley**	Architect of Record	36	Registered Architect Florida # 11541	LEED AP	
Bill Bentley **Bentley**	Principal-In-Charge	36	Professional Engineer Florida # 30335	LEED AP	
Molly deVivero **Bentley**	Civil Engineer	30	Professional Engineer Florida # 64860		
Gail Cleavenger **Bentley**	Project Architect	15	Registered Architect Florida # 95195	NCARB	
Carlos Rexach **Bentley**	Civil Engineer	12	Professional Engineer Florida # 79700		
Brenton Daily **Bentley**	Structural Engineer	7	Professional Engineer Florida # 81028		
Joseph Paleveda **Bentley**	Structural Engineer	7	Professional Engineer Florida # 78542		
Kyle Cartier **Sims Wilkerson Cartier Engineering, Inc.**	Chief Mechanical Engineer	23	Professional Engineer Florida # 53269, TN, SC, GA, KY, AL, TX, IL		NCEES Accredited; ASHREA Member 1994
Adam Levine **Sims Wilkerson Cartier Engineering, Inc.**	Chief Electrical Engineer	11	Professional Engineer Florida # 77010	LEED AP	
Jeff Kirkman **Sims Wilkerson Cartier Engineering, Inc.**	Mechanical Engineer	12	Professional Engineer Florida # 65629	LEED AP	
Roger Poore **Sims Wilkerson Cartier Engineering, Inc.**	Senior Engineering Technician	32		Registration: Plumbing Design Certification # 30459	American Society of Plumbing Engineers
Dan Zrallack **Ardaman & Associates, Inc.**	Geotechnical Engineer	19	Professional Engineer Florida # 63911		

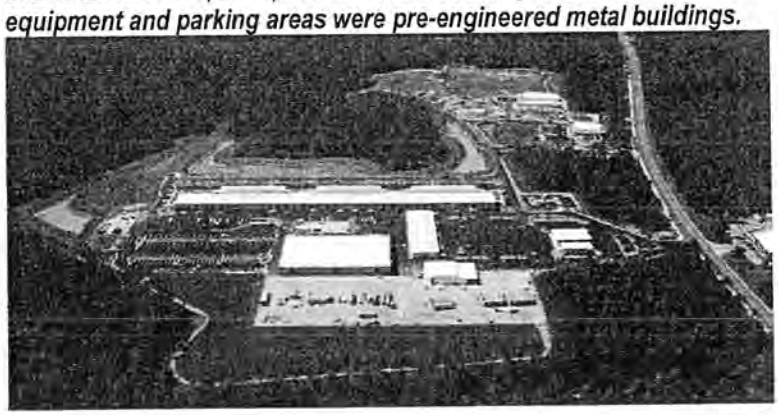
5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to designing, permitting of multi-use, pre-engineered metal building systems.

Staff Name	Company	Project Name & Description	Project Owner and Telephone Number
Gary Kranston A.I.A. Bill Bentley P.E.	Bentley and SWC	**West Altamonte Operations Center**. Bentley served as architect of	City of Altamonte Jim Wickert:

Molly deVivero P.E. Kyle Cartier P.E. Roger Poore		record as well as the civil and structural engineer of record for this project. The new 2-story, 23,000 square foot office building for the City of Altamonte Springs contains administrative and support offices, a training room, lobby areas, conference rooms, a break room with a full kitchen, filing rooms and storage areas. The administration building is hurricane hardened to withstand 160 mph winds. This $6.6 million project was constructed in two phases due to the existing operations by the City within the 13-acre public works compound. The remainder of the project, Phase II, consisted of additional sitework and support buildings, including an ***8,600 square foot pre-engineered metal building that will serve as a maintenance shop and a 2,400 square foot expansion to an existing pre-engineered metal building that will be utilized for warehouse and office space.*** Sitework included parking facilities, storm sewer facilities, potable water service, sanitary sewer laterals and stormwater management facilities were modified. 	Division Director, Resource Management. P: 407.571.8560
Gary Kranston A.I.A. Bill Bentley P.E. Molly deVivero P.E. Kyle Cartier P.E. Roger Poore	Bentley and SWC	**Oviedo Fire Administration Building**. Bentley provided Architectural, Civil Engineering and Structural Engineering design services for the City of Oviedo's new 5,788 square foot Fire Administration Facility. The facility includes offices, lobby, restroom facilities and conference room. The facility was designed with future expansion in mind and was completed in conjunction with the Fire Station No. 3 project. ***To maintain the City's budget the design is a pre-engineered metal building with stucco finish panels.*** The civil elements included a utility coordination, permitting and roadway design. Bentley completed the facility design on schedule and within the original budget. 	City of Oviedo Lars White: Fire Chief P. 407.971.5611

Gary Kranston A.IA. Bill Bentley P.E. Molly deVivero P.E. Kyle Cartier P.E. Roger Poore	Bentley and SWC	**City of Leesburg Public Works Facility**. Bentley provided master site planning services for this project that included: schematic design and layout, civil engineering plan for the site and entrance roadway, architectural plans for the building renovations and new construction, a Landscaping plan, cost estimates, and bid documents. This project included permitting through the St. Johns River Water Management District. 7.6 acre property. Renovation/ new construction of an old FDOT Maintenance Yard that became the City's new Public Works Facility. The site was 11 acres. The building was 19,000 square feet and encompasses 7 work bays for the maintenance of City's fleet of various size vehicles. 	City of Leesburg Jimmy Feagle: P: 352.435.9440
Gary Kranston A.I.A. Bill Bentley P.E. Molly deVivero P.E. Carlos Rexach P.E. Joseph Paleveda P.E. Kyle Cartier P.E. Roger Poore Adam Levine P.E.	Bentley and SWC	**Big Cypress Basin Field Station.** Bentley provided Architectural, Civil Engineering and Structural Engineering design services for a new 3,600 square foot operations center. This project includes an administration building which includes a hardened emergency operations control room, maintenance/service/storage open bay area; chemical storage building, paved storage area/parking and driveways; service center and several other ancillary facilities. This facility will be used by SFWMD staff to service stormwater drainage facilities and equipment in their service area. This new location replaces a very dated and worn facility, provides much needed service capability, and locates the SFWMD staff closer to the facilities they maintain, thus improving operational efficiency. 	South Florida Water Management District Tom McKernan: P: 561.682.2673 Joe Albers: P: 561.682.2591
Gary Kranston A.I.A.	Bentley	**Baker County Transportation Center.** Bentley served as architect of	Baker County

Bill Bentley P.E. Molly deVivero P.E. Carlos Rexach P.E. Joseph Paleveda P.E. Kyle Cartier P.E. Roger Poore	and SWC	record as well as the civil and structural engineer of record for this project. This facility will serve as the administrative and maintenance service headquarters for the Council on Aging's bus fleet. The initial phase includes approximately 8,000 sf of administrative space, including office, conference room, training room, and waiting lobby for patrons, and 2 maintenance bays with space for future expansion to 4 bays. Future additional facilities will include a refueling island and vehicle wash rack. 	CJ Thompson (CJ is no longer with Baker County he is now at the City of Jacksonville): P: 904.255.7437
Gary Kranston A.I.A. Bill Bentley P.E. Molly deVivero P.E. Carlos Rexach P.E. Joseph Paleveda P.E. Kyle Cartier P.E. Roger Poore Adam Levine P.E.	Bentley and SWC	**Kissimmee Utility Authority Vehicle Parking Expansion.** Bentley's scope of work for this project includes design and construction documents for a new 27,183 square foot Vehicle/Equipment Parking Facility, a stabilized laydown area, and an addition to the existing vehicle maintenance shop. The new Vehicle/Equipment building will be located to the west of the existing maintenance complex located on John Young Parkway, and north of the administrative offices located on Carroll Street. ***The vehicle/equipment parking building is a pre-engineered structure*** that includes an open area accessed by overhead doors, a training room and offices, and storage mezzanine. 	City of Kissimmee Ken Davis P: 407.933.7777 ext 6601
Gary Kranston A.I.A. Bill Bentley P.E. Molly deVivero P.E. Carlos Rexach P.E. Gail Cleavenger A.I.A. Joseph Paleveda P.E. Brenton Daily P.E. Kyle Cartier P.E. Roger Poore Adam Levine P.E.		**Fire Station No. 1-City of Gainesville.** Bentley is providing architecture, civil engineering and structural engineering design and permitting services for a new 24,000 square foot, 5-bay fire station. The station will be hurricane hardened to resists winds up to 130 mph. The station will contain living quarters for 15 crew with future expansion for up to 4 more staff. The new station will serve as Gainesville Fire Rescue's administrative headquarters. It will include offices for the Fire Chief, Deputy and Assistant Chief Staff, fire inspectors, fire investigator and administrative support personnel. It will also include specialized training elements. The project is being design to achieve a minimum LEED Silver	City of Gainesville Reid Rivers P: 352.393.1545

		Certification. ***The garage storage portion of this design is a pre-engineered metal building.***	
Gary Kranston A.IA. Bill Bentley P.E. Molly deVivero P.E. Kyle Cartier P.E. Roger Poore	Bentley and SWC	**Eastside Operations Center-Gainesville Regional Utilities.** Bentley provided architectural, civil and structural engineering services to a new 222,172 square foot operations facility. GRU's operations facility consists of 9 buildings on a 117 acre site. This campus will house all its operations, from technical to maintenance. The new facility houses several business units and roughly 300 large vehicles from the former downtown location, to a more compatible site close to current and projected growth areas. Included in the project is a systems control building hardened to withstand 120 mph winds. Elements included in this project are: Engineering offices and crew staging for Electrical and transmission distribution, Water and Wastewater and GRUcom, a Training facility, Materials & Stores Building for utility vehicles & equipment, sheds for miscellaneous stored goods and offices as general meeting spaces. The buildings occupy roughly 60 acres of a 117 acre site with wetlands and undisturbed open space for the remaining area. ***The covered equipment and parking areas were pre-engineered metal buildings.*** 	City of Gainesville Reid Rivers P: 352.393.1545

6. List Design/Permitting Projects including pre-engineered metal building systems awarded by other government agencies, to your firm in past 5 years that were similar to this scope of this project.

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
Baker County Transportation Center	June, 2012	Bentley served as architect of record as well as the civil and structural engineer of record for this project. Completed: August, 2015	Yes	$319,430.01

Big Cypress Basin Field Station (SFWMD)	November, 2014	Bentley provided Architectural, Civil Engineering and Structural Engineering design services for a new 3,600 square foot operations center. Completed: May 2016	Yes	$796,856.00
Kissimmee Utility Authority Vehicle Parking Expansion	May, 2013	Bentley's scope of work for this project includes design and construction documents for a new 27,183 square foot Vehicle/Equipment Parking Facility, a stabilized laydown area, and an addition to the existing vehicle maintenance shop. Completed: May 2016	Yes	$206,992.10
GRU Eastside Operations Center	January, 2007	Bentley provided architectural, civil and structural engineering services to a new 222,172 square foot operations facility. GRU's operations facility consists of 9 buildings on a 117 acre site. This campus will house all its operations, from technical to maintenance. Completed: 2012	Yes	$2,700,000
Gainesville Fire Station No. 1	September, 2014	Bentley is providing architecture, civil engineering and structural engineering design and permitting services for a new 24,000 square foot, 5-bay fire station. Completed: This project is still in design.	No	$617,429.41
			Total Amount	$4,640,707.52

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?

   Our firm has not failed to complete any contract work awarded or defaulted on contract work nor have we had a contract canceled or terminated.

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-RFP is submitted by: Name (print) Gary Kranston who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for

the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-RFP, and to accept the City's Contract in its entirety

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

Signature

Vice President
Title

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.
Bentley Architects & 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.)
651 West Warren Avenue, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Longwood, Florida 32750

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 3 0 4 5 3 2 1

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 ▶** Siobhan T Stelmack **Date ▶** 8/22/2016

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.

BENTARC-01 DSMITH2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2016

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 License # L026297
Hub International Southeast
1560 Orange Avenue
Suite 750
Winter Park, FL 32789

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 644-8689 FAX (A/C, No): (407) 644-9934
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B : Allied Property and Casualty Insurance Company	42579
INSURER C : Transportation Insurance Company	20494
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bentley Architects & Engineers, Inc.
651 W. Warren Ave. #200
Longwood, FL 32750

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 X PRO-JECT LOC OTHER:			21SBABR9886	11/09/2015	11/09/2016	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							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
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ACPBAPC3016945781	11/20/2015	11/20/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			21SBABR9886	11/09/2015	11/09/2016	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC585208860	07/01/2016	07/01/2017	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
********* PROVIDED AS A MATTER OF INFORMATION ONLY *********

CERTIFICATE HOLDER

FOR INFORMAION ONLY
123 ABC
Winter Park, FL 32789

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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BENTL-1 OP ID: LV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/29/2016

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
JCJ Insurance Agency
2208 Hillcrest Street
Orlando, FL 32803
Erin K. Kelley

CONTACT NAME: Kristin McIntosh
PHONE (A/C, No, Ext): 321-445-1860 FAX (A/C, No): 321-445-1076
E-MAIL ADDRESS: certs@jcj-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Bentley Architects + Engineers
665 W. Warren Ave
Longwood, FL 32750

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	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	$
A	Professional Liability			RDP0021132	08/01/2016	08/01/2017	Per Claim	1,000,000
							Aggregate	1,000,000

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

CERTIFICATE HOLDER

FORPROP

For Proposal Purposes

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
Erin K. Kelley

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Firm and Individual Licenses

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

LICENSE NUMBER	
AAC002023	

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

BENTLEY ARCHITECTS & ENGIN,INC
665 W WARREN AVE
LONGWOOD FL 32750

State of Florida

Board of Professional Engineers
Attests that
Bentley Architects & 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: 228201703482

CA Lic. No:
5898

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

LICENSE NUMBER
AR0011541

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

KRANSTON, GARY L
665 W WARREN AVE
LONGWOOD FL 32750

State of Florida

Board of Professional Engineers

Attests that

William Charles Bentley , 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: **228201724524**
P.E. Lic. No:
30335

State of Florida

Board of Professional Engineers

Attests that

Molly Ann deVivero , 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: **228201728829**
P.E. Lic. No:
64860

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AR95195 ISSUED: 12/11/2014

ARCHITECT
CLEAVENGER, GAIL ELAINE

IS LICENSED under the provisions of Ch.481 F.S.
Expiration date FEB 28, 2017 L1412110000732

State of Florida

Board of Professional Engineers

Whereas, **Joseph A Paleveda** has shown competency and fitness to practice Professional Engineering and has complied with all requirements of the Board of Professional Engineers; therefore by virtue of the powers vested in said Board by the State of Florida, the Florida Board of Professional Engineers hereby issues this certificate of licensure numbered 78523 to practice Professional Engineering in the State of Florida as provided by the laws of the state and subject to the powers as vested in said Board.

In Testimony Whereof, Witness the signature of the Chair and Vice Chair under the seal of the Board this 1 day of January, 2015.

Chair Vice Chair

FBPE

State of Florida

Board of Professional Engineers

Attests that

Carlos M. Rexach , 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: 228201734048 |

P.E. Lic. No:
79700

State of Florida

Board of Professional Engineers

Attests that

Brenton D. Daily , 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: 228201735742 |

P.E. Lic. No:
81028

State of Florida

Board of Professional Engineers

Attests that

Adam Seth Levine , P.E.

FBPE

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

Expiration: **2/28/2017**

Audit No: **228201714321**

P.E. Lic. No:
77010

State of Florida

Board of Professional Engineers

Attests that

Jeffrey Alan Kirkman , P.E.

FBPE

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

Expiration: **2/28/2017**

Audit No: **228201716329**

P.E. Lic. No:
65629

State of Florida

Board of Professional Engineers

Attests that

Kyle J. Cartier , P.E.

FBPE

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

Expiration: **2/28/2017**

Audit No: **228201721836**

P.E. Lic. No:
53269

ASPE
American Society of Plumbing Engineers

American Society of Plumbing Engineers

Roger D. Poore, CPD

is hereby recertified as

CERTIFIED IN PLUMBING DESIGN

For successfully demonstrating a high level of competence in the design of engineered plumbing systems by meeting the standards required for CPD and through the completion of the CPD recertification program.

CPD Number: 30459

Expires: April 30, 2017

CERTIFIED IN PLUMBING DESIGN
AMERICAN SOCIETY OF PLUMBING ENGINEERS

President

Executive Director/CEO

State of Florida

Board of Professional Engineers

Attests that

Daniel James Zrallack , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

Expiration: **2/28/2017**
Audit No: **228201711685**

P.E. Lic. No:
63911

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Section 287.087 hereby certifies that Bentley Architects + 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 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

September 26, 2016
Date

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160160
Design Services for the New Maintenance Building at Prineville.

STATE OF FLORIDA §

COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant Gary Kranston who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160160 Design Services for the New Maintenance Building at Prineville.**

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

Bentley Architects + Engineers,Inc.
Name of Firm

By: Vice President

The foregoing instrument was acknowledged before me by 9/23/16

who has produced Personally Known as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 23 day of September, 2016.

(SEAL)

CYNTHIA FUOCO
Notary Public - State of Florida
Commission # FF 932318
My Comm. Expires Oct 29, 2019
Bonded through National Notary Assn.

Signature

Cynthia Fuoco
Notary Name (typed or printed)

CHECKLIST
BID # 20160160
Design Services for the New Maintenance Building at Prineville

Name of Bidder: Bentley Architects + Engineers, 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 #20160160 with proper signatures upload to DemandStar

__N/A__ Certified Minority Business Certificate (if applicable)

__X__ Required W-9 uploaded to DemandStar

__X__ Copy of Insurance Certificate in accordance with the E-Bid documents uploaded to DemandStar

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

__X__ Drug-Free Workplace Form uploaded to DemandStar

__X__ Truth in Negotiation uploaded to DemandStar

__X__ Copy of the Checklist uploaded to DemandStar

__X__ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160160

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

__X__ 330 Form uploaded to DemandStar

ARCHITECT - ENGINEER QUALIFICATIONS

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)
Design Services for the New Maintenance Building at Prineville, Port St. Lucie, Florida

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
August 29,2016	E-Bid #20160160

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Gary Kranston, A.I.A., Vice President

5. NAME OF FIRM
Bentley Architects + Engineers, Inc

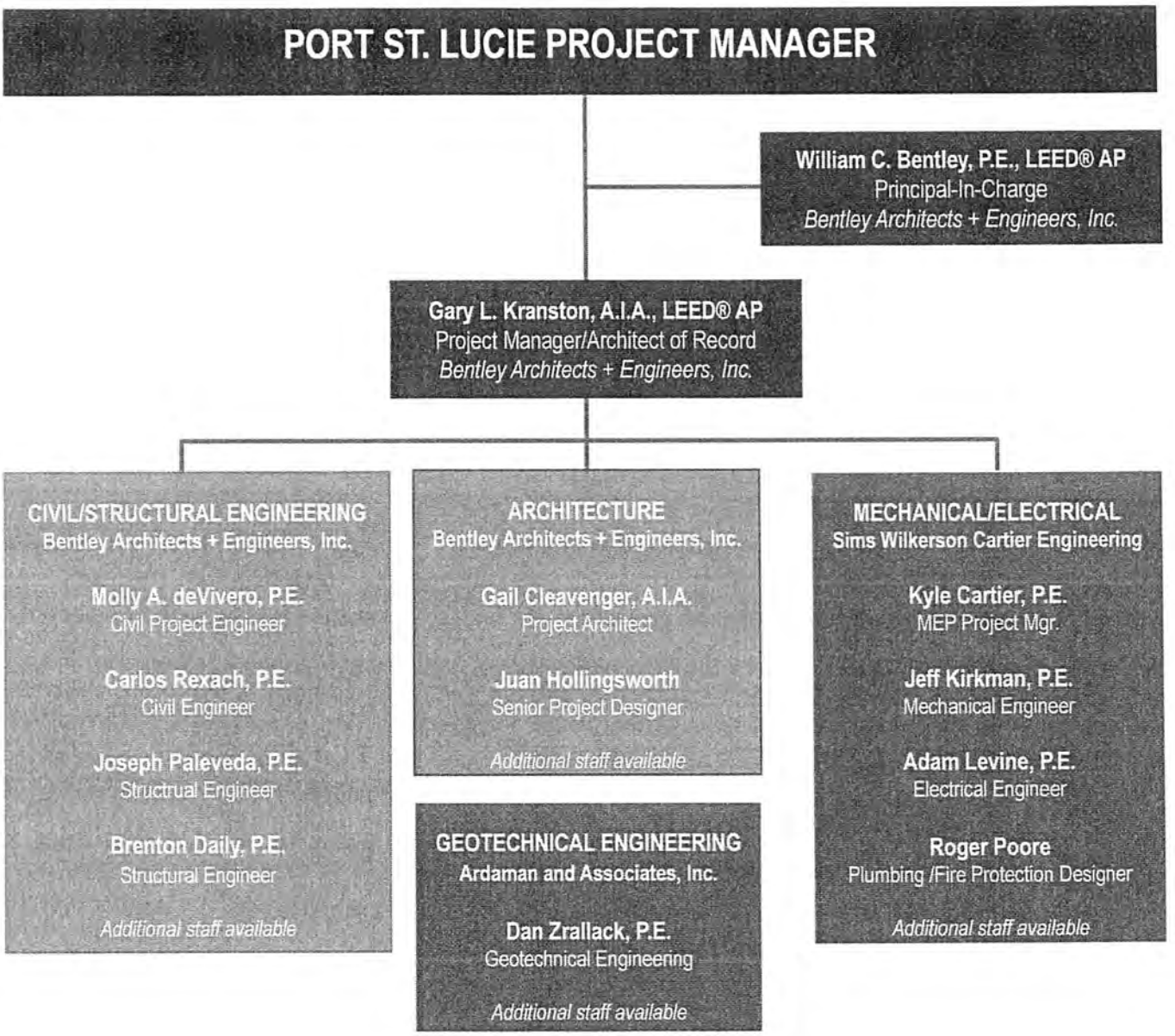
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
407.331.6116	407.331.4566	gary@baeonline.com

C. PROPOSED TEAM

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

	(Check) PRIME	J-V PARTNER	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Bentley Architects + Engineers, Inc. ☐ CHECK IF BRANCH OFFICE	651 West Warren Ave, Suite 200 Longwood, Florida 32750	Architectural, Civil, and Structural Engineering.
b.			X	Sims Wilkerson Cartier Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	12124 High Tech Avenue, #200 Orlando, Florida 32817	Mechanical and Electrical Engineering, Plumbing and Fire Protection
c.			X	Ardaman and Associates, Inc. X CHECK IF BRANCH OFFICE	460 NW Concourse Place, Unit #1 Port St. Lucie, FL 34986	Geotechnical Engineering
d.				☐ 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 OF EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Gary Kranston, A.IA, LEED AP	Project Manager/Architect-of-Record	37	24

15. FIRM NAME AND LOCATION (City and State)

Bentley Architects + Engineers, Inc.-Longwood, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Arts, Architecture Bachelor of Design, Architecture	Florida, Licensed Professional Architect No. AR 11541 LEED Accredited Professional

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

American Institute of Architects (AIA), National Council of Architectural Registration Board (NCARB), USGBC.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Gainesville Regional Utilities Eastside Operations Center Gainesville, Florida	2009	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Project Manager and Architect of Record for a new operations facility featuring a multi-building campus, totaling 222,172 sf, and consolidates operations, from technical to maintenance, in one centralized location. Included in the campus is: a training facility, Administrative Offices, Materials & Stores Building for utility vehicles & equipment, System Control Center for power grid operation, and sheds for miscellaneous stored goods.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
b.	South Florida Water Management District Big Basin Field Station Collier County, Florida	2013	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Scope: Architectural, Civil Engineering and Structural Engineering design services for a new operations center. This project includes an administration building, maintenance/service/storage open bay area; chemical storage building, paved storage area/parking and driveways; service center and several other ancillary facilities. Role: Project Manager/Architect of Record.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
c.	West Altamonte Operations Center Altamonte Springs, Florida	2006	2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Project Manager/Architect of Record for the redevelopment of a new 23,000 sf operations center. This facility includes offices, conference room, rest rooms and kitchen. The entire structure is hardened to 160 mph winds, and serves as the City's base during emergency events.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
d.	Kissimmee Utility Authority Vehicle/Equipment Storage Facility Kissimmee, Florida	2016	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Scope: Architectural, Civil Engineering and Structural Engineering design services for a new vehicle/equipment parking facility, a stabilized laydown area, and an addition to existing vehicle maintenance shop. Role: Project Manager/Architect of Record.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
e.	Leesburg Public Works Facility Leesburg, Florida	2005	2006
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Project manager for the renovation/new construction of an old FDOT Maintenance Yard that became the City's new Public Works Facility. The site was 11 acres. The building was 19,000 sf and encompasses 7 work bays for the maintenance of the City's fleet of various size vehicles.		

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 OF EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
William C. Bentley, P.E., LEED AP	Principal-In-Charge/Lead Structural Engineer	37	32

15. FIRM NAME AND LOCATION (City and State)

Bentley Architects + Engineers, Inc.-Longwood, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor Science in Civil Engineering	FL, Professional Engineer 30335; LEED Accredited Professional

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

Florida Engineering Society, Member of Team Florida; Florida Institute of Consulting Engineers; National Council of Engineering Examiners; FDOT, MOT Certified, USGBC Member.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Gainesville Regional Utilities Eastside Operations Center Gainesville, Florida	2009	2011

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

Principal-in-Charge for a new operations facility featuring a multi-building campus, totaling 222,172 sf, and consolidates operations, from technical to maintenance, in one centralized location. Included in the campus is: a training facility, Administrative Offices, Materials & Stores Building for utility vehicles & equipment, System Control Center for power grid operation, and sheds for miscellaneous stored goods.

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
b.	South Florida Water Management District Big Basin Field Station Collier County, Florida	2013	2016

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

Architectural, Civil Engineering and Structural Engineering design services for a new 10,500 square foot 3-bay fire station. This station achieved LEED Gold certification and is hardened to withstand 150 MPH winds. The new station houses 5 firefighters in separate sleeping quarters. Role: Principal Structural Engineer

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
c.	FDOT, District Three, Ponce deLeon Operations Center Ponce deLeon, Florida	2007	2008

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

Principal-in-Charge for the new construction of a 14,000 sf administrative/operations facility for the FDOT. In addition to the work spaces, other areas include a conference room divisible into three rooms, entrance lobby with reception desk, a breakroom with kitchenette, showers and ancillary toilet facilities, mechanical, electrical, and communications rooms.

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
d.	Gainesville Fleet Maintenance Gainesville, Florida	2006	2012

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

Architectural, Civil Engineering and Structural Engineering design services for the expansion of the existing fleet maintenance facility, relocation of the fuel facility, new fuel tanks, utilities, new parking areas and configurations, and stormwater treatment facilities. The stormwater treatment includes a pond underdrain system in addition to inlets and pipes to treat the runoff from impervious areas prior to discharge into the adjacent stream. Role: Principle Structural Engineer

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
e.	Kissimmee Utility Authority Vehicle/Equipment Storage Facility Kissimmee, Florida	2016	2016

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

Scope: Architectural, Civil Engineering and Structural Engineering design services for a new vehicle/equipment parking facility, a stabilized laydown area, and an addition to existing vehicle maintenance shop. Role: Principal-in-Charge.

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Molly deViero, P.E.	Civil Project Engineer	30	26

15. FIRM NAME AND LOCATION (City and State)

Bentley Architects + Engineers, Inc.-Longwood, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor Science in Civil Engineering; B.S. in Geography	FL, Professional Engineer 64860

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

Florida Stormwater Management Inspector- DEP; American Traffic Safety Services Association-Florida Advanced Course, United States Green Building Council, Member.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Gainesville Regional Utilities Eastside Operations Center Gainesville, Florida	2009	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Civil Project Manager for a new operations facility featuring a multi-building campus, totaling 222,172 sf, and consolidates operations, from technical to maintenance, in one centralized location. Included in the campus is: a training facility, Administrative Offices, Materials & Stores Building for utility vehicles & equipment, System Control Center for power grid operation, and sheds for miscellaneous stored goods.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
b.	West Altamonte Operations Center Altamonte, Florida	2006	2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Civil Project Manager for the redevelopment of a new 23,000 sf operations center. This facility includes offices, conference room, rest rooms and kitchen. The entire structure is hardened to 160 mph winds, and serves as the City's base during emergency events.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
c.	South Florida Water Management District Big Basin Field Station Collier County, Florida	2013	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Scope: Architectural, Civil Engineering and Structural Engineering design services for a new operations center. This project includes an administration building, maintenance/service/storage open bay area; chemical storage building, paved storage area/parking and driveways; service center and several other ancillary facilities. Role: Civil Project Engineer		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
d.	Gainesville Fleet Maintenance Facility Relocation Gainesville, Florida	2006	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Civil Engineering Project Manager for this new approximately 50,000 square foot Fleet Maintenance Facility, currently under design. When complete, the project will include an administration building and maintenance bays to service the City's Fleet of vehicles. Molly's responsibilities included: master site planning, grading, coordination of environmental engineering, utility design, pavement and parking design, stormwater management and permitting.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
e.	FDOT, District Three, Ponce deLeon Operations Center Ponce deLeon, Florida	2007	2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Civil Project Manager for the new construction of a 14,000 sf administrative/operations facility for the FDOT. In addition to the work spaces, other areas include a conference room divisible into three rooms, entrance lobby with reception desk, a breakroom with kitchenette, showers and ancillary toilet facilities, mechanical, electrical, and communications rooms.		

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 OF EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Carlos Rexach, P.E.	Civil Engineer	12	1

15. FIRM NAME AND LOCATION (City and State)

Bentley Architects + Engineers, Inc.-Longwood, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Masters Civil Engineering Bachelor Science in Civil Engineering	FL, Professional Engineer 79700

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.	Gainesville Fire Station No. 1 Gainesville, Florida	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Civil Engineer for design of a double-loaded 5-bay apparatus bay fire station with living quarters for up to 15 crew, including future expansion of 4 staff. The station also includes office and storage space and is being designed to achieve LEED Silver certification. In addition to the typical fire station features, this station will include specialized training elements.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
b.	Cranes Roost Park Roadway and Pedestrian Improvements Altamonte Springs, Florida.	2016	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Architectural, Civil Engineering and Structural Engineering design services for redesign and preparation and plan approval of construction documents for the reconstruction of Cranes Roost Boulevard and pedestrian sidewalks. Role: Civil Engineer		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
c.	Westmonte Park Community Center Altamonte Springs, Florida	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Architectural, Civil Engineering, and Structural Engineering design services for a Master Plan for community park that will include pool and clubhouse facilities. Role: Civil Engineer		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
d.	Baker County Transportation Center Macclenny, Florida	2016	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Carlos is a civil engineer for this facility which will serve as the administrative and maintenance service headquarters for the Council on Aging's bus fleet. The initial phase includes approximately 8,000 sf of administrative space, including office, conference room, training room, and waiting lobby for patrons, and two maintenance bays with space for future expansion to 4 bays. Future additional facilities will include a refueling island and vehicle wash rack. The facility is being designed with the goal of LEED Silver certification.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
e.	Kissimmee Utility Authority Vehicle/Equipment Storage Facility Kissimmee, Florida	2016	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Scope: Architectural, Civil Engineering and Structural Engineering design services for a new vehicle/equipment parking facility, a stabilized laydown area, and an addition to existing vehicle maintenance shop. Role: Civil Engineer		

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 OF EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Gail Cleavenger, A.I.A	Project Architect	15	1

15. FIRM NAME AND LOCATION (City and State)

Bentley Architects + Engineers, Inc.-Longwood, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Architecture- University of Miami	Florida Registered Architect AR 95195

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

National Council of Architectural Registration Boards

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Good Shepherd Lutheran Academy Deltona, Florida	2014	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current company

Scope: Architectural design on a 15,000 square foot structure that includes both classrooms and an auditorium for K-7 grade. Incorporates both architectural brick and stucco with ample natural light for classrooms on a pre-engineered steel frame. Role: Project Architect

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Ivy Hawn-Charter School of the Arts Lake Helen, Florida	2014	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current company

Scope: Architectural services for a two story addition and interior renovation to an existing metal building with spaces that include science and computer labs, music rooms, art and dance studios, a performance venue along with several classrooms serving the middle school population for this K-8 school. Role: Project Architect

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Westside Community Center- Gymnasium Addition Sanford, Florida	2009	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current company

Scope: Architectural services for a 10,000 square foot gymnasium with natural light, sports flooring and a multipurpose "teen room" were added to the existing 30 year old 7,000 square foot block building in 2009. The facility serves as a hub for afterschool programs, senior exercise classes and wedding reception rentals in the Goldsboro Community of Sanford. Role: Project Architect

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Wauchula and Immokalee- State Farmer's Market Wauchula, Florida	2008	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current company

Scope: Architectural services for replacement and repair of 8 metal buildings in two complexes as part of a FEMA grant following hurricane Charlie. All facilities were designed with maximized structural bay spacing, standard sized overhead doors and stock profile wall panels to maximize quality within budget. Role: Project Architect.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Gainesville Fire Station No. 1 Gainesville, Florida	on-going	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [x] Check if project performed with current company

Project Architect for design of a double-loaded 5-bay apparatus bay fire station with living quarters for up to 15 crew, including future expansion of 4 staff. The station also includes office and storage space and is being designed to achieve LEED Silver certification. In addition to the typical fire station features, this station will include specialized training elements

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 OF EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Brenton Daily, P.E.	Structural Engineer	7	1

15. FIRM NAME AND LOCATION (City and State)

Bentley Architects + Engineers, Inc.-Longwood, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor Science in Civil Engineering	Florida Professional Engineer No. 81028; Pennsylvania Professional Engineer No. PE082262

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Gainesville Fire Station No. 1 Gainesville, Florida	on-going	

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

Structural Engineer for design of a double-loaded 5-bay apparatus bay fire station with living quarters for up to 15 crew, including future expansion of 4 staff. The station also includes office and storage space and is being designed to achieve LEED Silver certification. In addition to the typical fire station features, this station will include specialized training elements.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
SunTrax Test Facility Polk County, Florida	on-going	

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

Bentley is the architect and engineer of record for on a new test facility that will be used to test toll technology. The facility features four tolling points, designed for reversibility, that are being designed to meet all of the current requirements of FTE's General Tolling Requirements (GTR). Bentley is also designing a 10,500 square foot operations building and an 8,500 square foot storage building to house various Tolling Equipment Contractor and FDOT activities. Role: Structural Engineer

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Westmonte Park Community Center Altamonte Springs, Florida	on-going	

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

Brenton is currently assisting with the structural design of a new community center building at Westmonte Park. The community center is approximately 7,000 square feet and includes offices, a multi-purpose room, small break room area and locker rooms.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Golden Glades Multi-Modal Transportation Facility and Truck Travel Centers - Miami, Florida	on-going	

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

Architectural, civil site and structural design criteria FTE's Golden Glades Interchange Multimodal Facility and 2 Truck Travel Centers. Bentley is also assisting with development of a Design-Build Concessionaire RFP, which will consolidate the development of both the GGI MMF and the GGI TTC as part of a single concessionaire development. Brenton is responsible for development of Structural Criteria. The project includes redevelopment of the existing GGI Park and Ride facility to provide passenger waiting areas and amenities; areas for transit supportive joint development; an enclosed pedestrian bridge to connect the SFRTA station with the garage, and office space within the terminal to accommodate administrative and operations staff.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Municipal Building Robinson Township, Pennsylvania	2014	

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

Structural engineer for modification of existing 5,100 sf block structure. The structure was previously used as warehouse and modified into usable office space.

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 OF EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Joseph Paleveda, P.E.	Structural Engineer	6	1

15. FIRM NAME AND LOCATION (City and State)

Bentley Architects + Engineers, Inc.-Longwood, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Masters Civil Engineering Bachelor Science in Civil Engineering	FL, Professional Engineer 78542

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.	Gainesville Fire Station No. 1 Gainesville, Florida	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Structural Engineer for design of a double-loaded 5-bay apparatus bay fire station with living quarters for up to 15 crew, including future expansion of 4 staff. The station also includes office and storage space and is being designed to achieve LEED Silver certification. In addition to the typical fire station features, this station will include specialized training elements.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
b.	South Florida Water Management District Big Basin Field Station Collier County, Florida	2016	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Architectural, Civil Engineering and Structural Engineering design services for a new 10,500 square foot 3-bay fire station. This station achieved LEED Gold certification and is hardened to withstand 150 MPH winds. The new station houses 5 firefighters in separate sleeping quarters. Role: Structural Engineer		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
c.	Westmonte Park Community Center Altamonte Springs, Florida	on-going	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Joey is currently assisting with the structural design of a new community center building at Westmonte Park. The community center is approximately 7,000 square feet and includes offices, a multi-purpose room, small break room area and locker rooms.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
d.	Eastmonte Park Concessions Building Altamonte Springs, Florida	2016	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Bentley provides architectural design, civil engineering, and structural engineering. Bentley serves as the prime firm and coordinates the work of all design subconsultants involved including mechanical, electrical and plumbing design; landscape architecture; land survey; and geotechnical engineering. As Structural Engineer, Joey is currently assisting with the design of a new concession building at Eastmonte Park.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
e.	Kissimmee Utility Authority Vehicle/Equipment Storage Facility Kissimmee, Florida	2016	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with current company	
	Scope: Architectural, Civil Engineering and Structural Engineering design services for a new vehicle/equipment parking facility, a stabilized laydown area, and an addition to existing vehicle maintenance shop. Role: Structural Engineer		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project 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)
Gainesville Regional Utilities Eastside Operations Center Buildings 1,2,3, and 4. Gainesville, Florida	2009	2011

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Gainesville Regional Utilities	Reid Rivers	352.393.1545

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

Building 1: GRU Communications - 42, 075 sf.; Building 2: Electric Transmission & Distribution - 42,075 sf.; Building 3: Water & Wastewater- 42, 075 sf.; and Building 4: Chiller Plant - 3,679 sf. house all of the various utility functions for GRU: electric, substation, relay, gas & electric measurement, fiber optic communications, water and wastewater which all require direct access to the equipment yard. Their trucks need to access the storage and staging areas of the building at all times during the day. Many building shapes were tested for functionality. The importance of a linear design emerged as this was the best way to route traffic in and out. This results in a 900 foot long depot with spaces where the crews can meet, plan, stage and depart simultaneously and get to work.

Adjacent to the storage and staging areas are workshops, followed by the circulation core and offices. Our design takes into consideration a separation of the public spaces from operation intense portions of the buildings. The two functions are physically separated by a circulation corridor that is also a light well and view corridor. The layering of the building functions results in a relatively short distance from the parking areas, through the offices, shops and stores areas to the equipment yard. Each building has a core containing toilets and showers, break areas and a ready room for planning and coordinating construction activities.

GRU Eastside Operations Center

Private Office

Conference Room

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project 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)
Gainesville Regional Utilities Eastside Operations Safety and Training Resource Center- Gainesville, Florida	2009	2011

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Gainesville Regional Utilities	Reid Rivers	352.393.1545

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

Safety & Training- 17,307 sf. The Safety and Training building is designed to remove GRU employees from their daily workstations during safety training. It is also the most predominate building on campus and directly adjacent to the main gate. This is a multi- purpose facility including offices for full-time training staff. Three large training rooms with audio visual capability combine to make one large meeting space (gymnasium dimensions) to conduct skills training, CPR, fitness training and journeyman courses. The building also houses a physical fitness/ wellness center, locker rooms, and a café and food prep area. The building is also designed to serve as an emergency operations center during storm response events with a hardened structure and redundant systems. The building will contain, feed and shelter assessment teams during and after the storm for rapid response.

Safety and Training Resource Center

Employee Break Room

Training Room

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

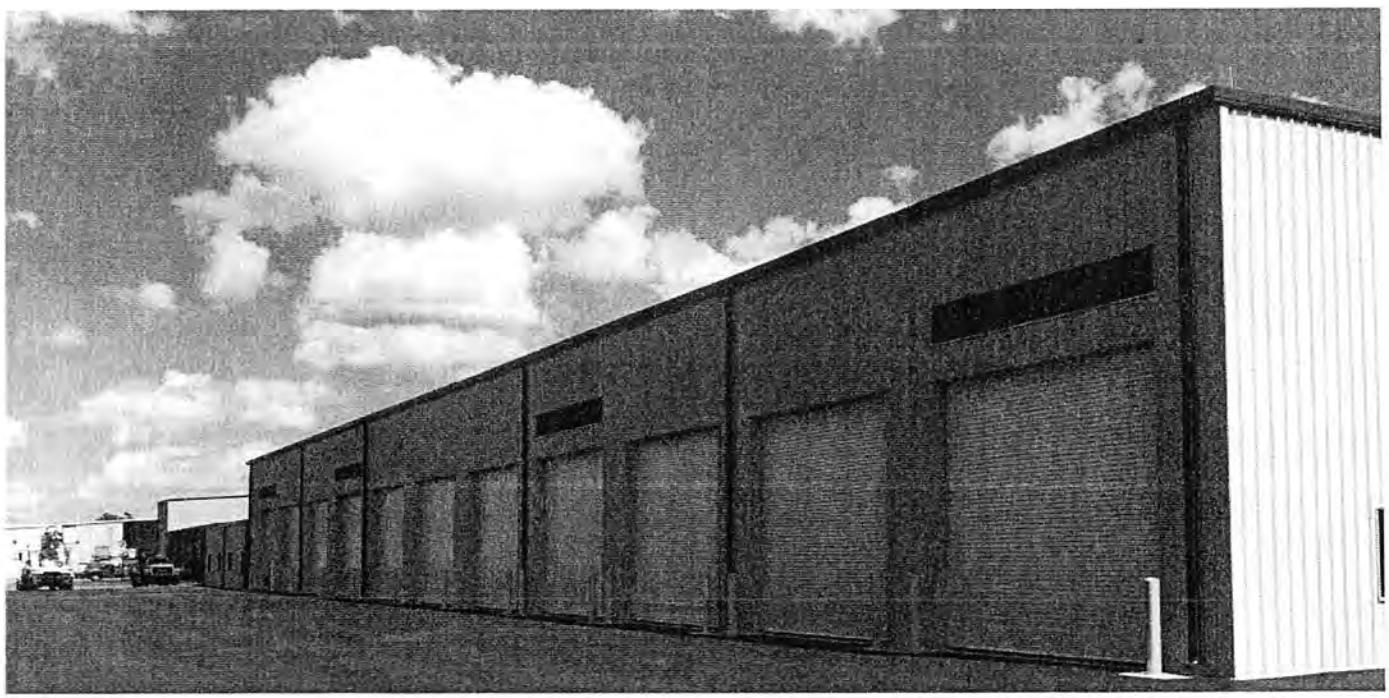
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER 3	
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Kissimmee Utility Authority Vehicle Parking Expansion Kissimmee, Florida	2013	on-going

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Kissimmee Utility Authority	Ken Davis	407.933.7777 ext 6601

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

Bentley's scope of work for this project includes design and construction documents for a new Vehicle/Equipment Parking Facility, a stabilized laydown area, and an addition to the existing vehicle maintenance shop. The new Vehicle/Equipment building is located to the west of the existing maintenance complex located on John Young Parkway, and north of the administrative offices located on Carroll Street. The vehicle/equipment parking building is a pre-engineered structure that includes an open area accessed by overhead doors, a training room and offices, and storage mezzanine.



Kissimmee Utility Authority Vehicle Parking Facility

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project 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)
Fire Administrative Offices Oviedo,Florida	2009	2009

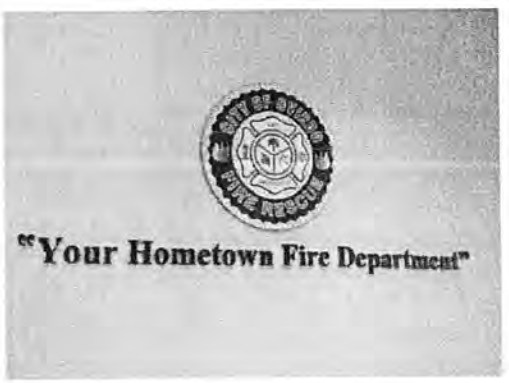
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Oviedo	Lars White, Fire Chief	407.971.5611

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

Bentley provided Architectural, Civil Engineering and Structural Engineering design services for the City of Oviedo's new 5,788 square foot Fire Administration Facility. The facility includes offices, lobby, restroom facilities and conference room. The facility was designed with future expansion in mind and was completed in conjunction with the Fire Station No. 3 project. To maintain the City's budget the design is a per-engineered metal building with stucco finish panels.

Bentley completed the facility design on schedule and within the original $700,000(building only) budget. In fact, this project was placed on hold for some time while the City secured funding. As soon as they were ready to start, Bentley was there and ready to go!



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project 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)
Fire Station No. 1 Gainesville Florida	on-going	

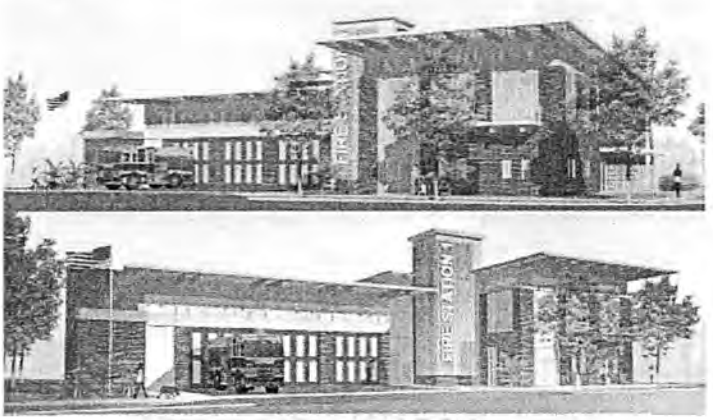
23. PROJECT OWNER'S INFORMATION

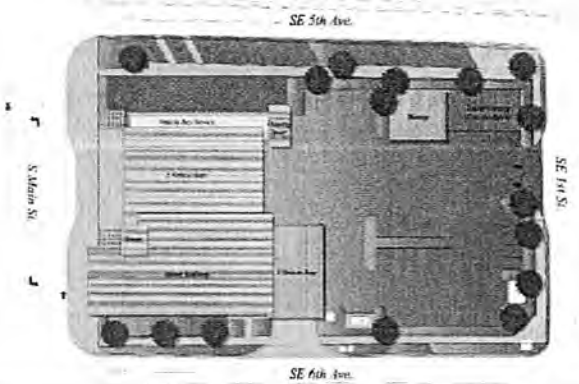
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Gainesville	Reid Rivers, Project Manager	352.393.1545

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

Architectural, Civil Engineering and Structural Engineering for design, permitting, and construction of a double-loaded 5-bay fire station with living quarters for up to 15 crew, including future expansion of 4 staff.

The station will serve as Gainesville Fire Rescue administrative headquarters and will include offices for the Fire Chief, Deputy and Assistant Chief Staff, fire inspectors and investigator and administrative support personnel. The project is being designed to achieve a minimum LEED Silver certification. In addition to the typical fire station features, this station will include specialized training elements.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project 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)
South Florida Water Management District Big Cypress Basin Field Station-Collier County, Florida	2013	on-going

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
South FL Water Management District	Tom McKernan Joe Albers	561.682.2673 561.682.2591

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

Bentley provided Architectural, Civil Engineering and Structural Engineering design services for a new operations center. This project includes an administration building, maintenance/service/storage open bay area; chemical storage building, paved storage area/parking and driveways; service center and several other ancillary facilities. The building was designed and constructed using concrete tilt panels and steel roof framing.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project 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	
West Altamonte Operations Center Altamonte Springs, Florida	PROFESSIONAL SERVICES 2006	CONSTRUCTION (if applicable) 2008

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Altamonte Springs	Jim Wickert	407.571.8560

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

Architectural, Civil Engineering and Structural Engineering design services for a new 23,000 sf operation center. Bentley is the architect of record as well as the civil and structural engineer of record for this project.

Bentley's scope included:

- 13 acre Public Works compound
- New 2-story, 23,000 square foot operations facility containing administrative office, training room, lobby area,filing room, break room and full kitchen
- Hurricane hardened to withstand 160 mph winds
- New 8,600 square foot pre-engineered metal building for maintenance shop. And a 2,400 square foot expansion to an existing warehouse/office building

Altamonte Westside Operations Center

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project 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)
FDOT District 3 Ponce De Leon Operations Center Ponce De Leon, Florida	2007	2008

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Chris Kneiss, Project Manager	850.415.9614

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

In a design-build relationship, Bentley provided architectural and structural engineering services for a new 14,000 square foot new administrative center/ operations center. This includes a kitchen and employee break room, lobby, offices, and conference room/ training room. The design utilized a sky light feature throughout the center of the building to utilize natural light.

Bentley also provided design services for a fueling island for this facility, under a separate contract.

The project was designed on schedule within 5 months and was constructed within budget at $7 million.

Ponce De Leon Operations Center

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

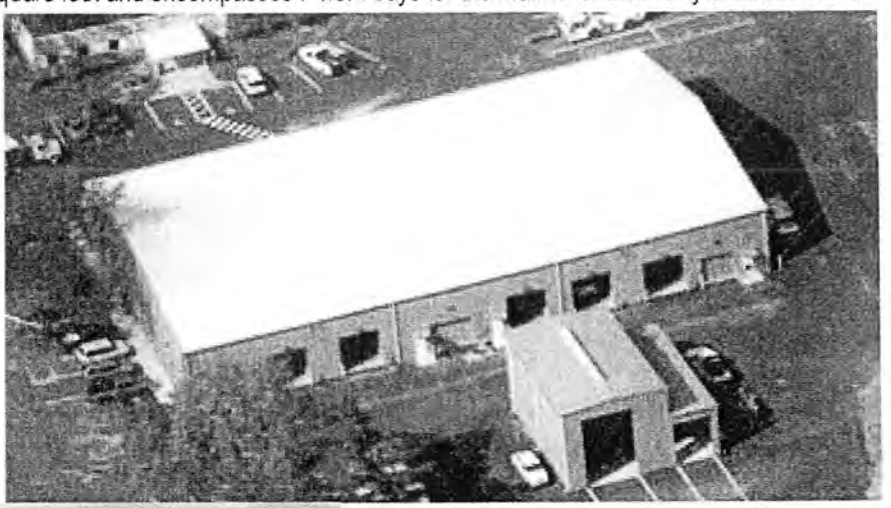
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER 9	
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Public Works Facility Leesburg, Florida	2007	2008

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Leesburg	Jimmy Feagle, Project Manager	352.435.9440

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

Bentley provided master site planning services for this project that included: schematic design and layout, civil engineering plan for the site and entrance roadway, architectural plans for the building renovations and new construction, a Landscaping plan, cost estimates, and bid documents. This project included permitting through the St. Johns River Water Management District. 7.6 acre property. Renovation/ new construction of an old FDOT Maintenance Yard that became the City's new Public Works Facility. The site was 11 acres. The building was 19,000 square feet and encompasses 7 work bays for the maintenance of City's fleet of various size vehicles



Leesburg Public Works Facility

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many project as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER 10	
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Baker County Transportation Center Macclenny, Florida	2015	2015

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Baker County	CJ Thompson, Project Manager	904.255.7437 *(CJ is no longer with Baker County; he currently works for City of Jacksonville)*

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

Bentley served as architect of record as well as the civil and structural engineer of record for this project. This facility will serve as the administrative and maintenance service headquarters for the Council on Aging's bus fleet. The initial phase includes approximately 8,000 sf of administrative space, including office, conference room, training room, and waiting lobby for patrons, and 2 maintenance bays with space for future expansion to 4 bays. Future additional facilities will include a refueling island and vehicle wash rack.

Baker County Transportation Center

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Bentley Architects+ Engineers, Inc.	Orlando, Florida	Architectural, Civil, and Structural Engineering.
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Sims Wilkerson Cartier Engineering, Inc.	Orlando, Florida	Mechanical and Electrical Engineering, Plumbing and Fire Protection

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

(Complete one Section E for each key person)

26. NAMES OF KEY PERSONNEL (from Section E, Block 12)	27. ROLE IN THIS CONTRACT (from Section E, Block 12)	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
Gary Kranston, AIA	Project Manager	X	X	X	X	X	X	X	X	X	X
William C. Bentley, P.E.	Principal Structural Engineer	X	X	X	X	X	X	X	X	X	X
Molly deVivero, P.E	Civil Project Manager	X	X	X	X	X	X	X	X	X	X
Gail Cleavenger, A.I.A	Project Architect					X					
Juan Hollingsworth	Sr. Project Designer			X		X	X				X
Joseph Paleveda, P.E	Structural Engineer			X		X	X				X
Brenton Daily, P.E.	Structural Engineer					X					
Carlos Rexach, P.E.	Civil Engineer			X		X	X				X
Dan Zrallack, P.E.	Sr. Geotechnical Engineer										
Kyle Cartier, P.E.	Chief Mechanical Engineer	X	X	X	X	X	X	X	X	X	X
Adam Levine, P.E	Electrical Engineer			X		X	X				X
Jeff Kirkman, P.E.	Mechanical Engineer	X	X	X	X	X	X	X	X	X	X
Roger Poore, CPD	Plumbing &Fire Protection Designer	X	X	X	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	Eastside Operations Center-Mega Building	6	SFWMD Big Basin Field Station
2	Eastside Operations Center-Safety and Training	7	W. Altamonte Operations Center
3	KUA Vehicle Parking Expansion	8	Ponce De Leon Operations Center
4	Oviedo Fire Administration Offices	9	Leesburg Public Works Facility
5	Gainesville Fire Station No. 1	10	Baker County Transportation Center

H. ADDITIONAL INFORMATION

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

The Bentley Advantage: Bentley has the experience to assist you from start to finish for this project. Our team understands the specialized features involved with the design of both the site and buildings for this type of facility. We will utilize our past experience to bring fresh design ideas and perspective to this project; we will invest time to listen to the City's needs and design the facility you need.

- **Bentley has strong Public Works Design Experience!** Bentley has been utilized by numerous public entities to design public works, utility and fleet transit facilities and the corresponding ancillary facilities and grounds associated with such.
- **We provide a multi-discipline approach to your project!** Bentley's in-house services include Architecture, Civil and Structural Engineering. Our Mechanical, Electrical, Plumbing engineer, Sims Wilkerson Cartier Engineering, Inc., will provide Mechanical, Electrical, Plumbing, and A/V system design. The benefit to the city of Port St. Lucie is that 85% - 90% of the work for this project is being performed in only two offices, as opposed to the four or five offices other consultants will have to employ. Fewer subconsultants translate into improved project coordination, better availability on the part of our team to meet your needs, and a less cumbersome project experience for the City.

Over the past 20 years, Bentley has provided Architectural and Engineering services as a prime firm for over 20 public works/operations/fleet maintenance facilities in Florida.

Project Team and Previous Experience: At the heart of our team's project management plan for this project will be open and frequent lines of communication. Once our notice to proceed is received, we will schedule a project scope development meeting with the City to establish the needs for the project and confirm the deadlines and budgets. We will take responsibility for putting project details in writing to ensure that everyone has the same expectations. Throughout the project, we will provide verbal or written updates. Any change in the scope, timing or budget of the project will also be provided in writing. This will protect you from any surprises regarding completion dates or budgets.

Our first priority will be to establish and understand the needs, objectives and goals for the project. This can only occur by engaging the stakeholders at the onset of the project. Once these elements are identified, we will develop a milestone based schedule, detailing all facets of the design activities, allowing the team to see what will be required to navigate the project from start to finish.

Responsiveness to the City's Needs. With so many key players involved in the project during the design phase, leadership will be of great importance. To that end, our entire team of design professionals will be led by Gary Kranston. As Project Manager, Gary is tasked with keeping all members of the design and owner's team informed, engaged and accountable. With an organized and functional flow of information, the City will have the ability to make informed and timely decisions about the project. Our team of consultants will provide you with sustainable program solutions that are fully vetted for budget, schedule, and life cycle cost.

Coordination between Disciplines. Since some design elements may be completed simultaneously with other team professionals and designers, close coordination and correspondence is critical. A close working relationship is required between all members of the project team – owner + design consultants + stakeholders in order to design a quality project.

Our approach to inter-disciplinary coordination will consist of three key elements. First, Bentley will include appropriate design disciplines at design phase meetings to ensure complete understanding of the project by each discipline. Second, Bentley will ask each discipline to provide a list of coordination items pertaining to their discipline to us a week prior to our coordination meetings. This list will be circulated to the entire design team for review prior to our coordination meetings. And third, Bentley will conduct design team coordination meetings prior to each submittal milestone. The coordination items from each discipline circulated the week prior will be reviewed during the coordination meeting to resolve how each item will be handled.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
Gary Kranston	September 26, 2016

33. NAME AND TITLE

Gary Kranston, Vice President

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)
E-Bid # 20160160

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work)

2a. FIRM (OR BRANCH OFFICE) NAME Bentley Architect + Engineers, Inc			3. YEAR ESTABLISHED 1984	4. DUNS NUMBER 137396222
2b. STREET 651 West Warren Avenue, Suite 200			5. OWNERSHIP a. type Corporation	
2c. CITY Longwood	2d. STATE Florida	2e. ZIP CODE 32750	b. small business status Small Business	
6a. POINT OF CONTACT NAME AND TITLE Gary Kranston, Vice President			7. NAME OF FIRM (if block 2a is a branch office)	
6b. TELEPHONE NUMBER 407.331.6116 X 104	6c. E-MAIL ADDRESS gary@baeonline.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	4	
06	Architect	5	
12	Civil Engineer	7	
57	Structural Engineer	5	
	Total	21	

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)
C02	Cemeteries	1
C05	Child Care/Development	1
C06	Churches/Chapels	1
C10	Commercial Building	1
C11	Community Facilities	1
D04	Design-Build	2
E02	Educational Facilities/Classrooms	1
G01	Garages/Vehicle Maintenance Facilities	5
H07	Highways/Streets/Parking Lots	2
H09	Hospital/Medical Facilities	1
I01	Industrial Buildings	1
I05	Interior Design/Space Planning	1
O01	Office Buildings/Industrial Parks	2
P07	Planning (Site + Installation)	1
P14	Public Safety Facilities	2
R04	Recreation Facilities	1
R06	Rehabilitation	1
S09	Structural Design/Special	2
T03	Traffic + Transportation	1

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

A. FEDERAL WORK	0
B. NON-FEDERAL WORK	5
C. TOTAL WORK	5

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

a. SIGNATURE

b. DATE
September 26, 2016

c. NAME AND TITLE
Gary Kranston, A.I.A., LEED AP - Vice President

Google Maps

651 West Warren Avenue, Longwood, FL 32750 to 121 Southwest Port Saint Lucie Boulevard

Drive 138 miles, 2 h 9 min

Bentley Architects & Engineers Inc.

SOLICIATION REQUEST

Department: __Utilities_____Department Technical Specialist: Rich Schoenborn, P.E .Extension: __6485_

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) ___Design, Permitting and Construction of new facilities at the Prineville site including a Combined Maintenance Building, a Mobile Generator Storage Building, storm water improvements and parking, all for the Utility Systems Department, by design build methods, as budget allows.
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__Work is to be Design-Build with permitting also by the selected Design-Build firm_____
Estimated time frame for completion of project after award_6 Months_____
Replacement: [X] Yes [ ] No Budgeted Amount: __$4M_____ If professional services what is the estimated construction cost_____ Any grant funds being used_N/A_____
Liquidated damages amount; __$1,000_____ Advertisement to Master List__No_____
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
To be determined				

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

Bidder Name	Address	Fax Number	Contact Person
Richard K. Davis Construction Corp.	Post Office Box 186 Fort Pierce, FL 34954		
Collage Company	585 Technology Park Lake Mary, FL 32746		
The Weitz Compan	1720 Centrepark Drive East West Palm Beach, FL 33401		

Reason for purchase or service: __Replace existing house-offices_____

If digging or trenching is required what is the depth? _3 to 6 Feet_____

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?__1_____

_____ 6-24-16
Department Head Approval Date

6/24/2016

NOTICE #1
BID # 20160160
Design Services for the New Maintenance Building at Prineville
10/3/16

The Evaluation Meeting has been changed to Wednesday October 5, 2016 @ 10:00 a.m.

NOTICE #2
BID # 20160160
Design Services for the New Maintenance Building at Prineville
10/4/16

The Evaluation Meeting has been changed to Monday October 17, 2016 @ 10:00 a.m.
And the Q&A has been rescheduled for Thursday October 20, 2016 @ 10:00 a.m.

Notice # 3
RFP # 20160160
Notice Date: October 17, 2016

Bid Name: Design Services for the New Maintenance Building at Prineville

The evaluation committee met on October 17, 2016 at 10:00 a.m. at a Public Meeting and selected the following firms and time schedule for the Question and Answer session on October 20, 2016.

Bentley Architects & Engineers	10:00 a.m.
EDB Architects	10:35 a.m.
The Milcor Group	11:10 a.m.
Architectural Building Corp	11:45 a.m.

The sessions will be held in the OMB Conference Room #390, located in Building A, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

The session format shall be 5 minutes for team introductions (key personnel to this project), 25 minutes for the questions and 5 minutes for additional discussion.

A Public Meeting will commence at the conclusion of the final session for the committee to select the firm for the award recommendation to City Council.

"A City for All Ages"

SEALED ELECTRONID REQUEST FOR PROPOSAL (E-RFP) DOCUMENTS

FOR
CITY OF PORT ST. LUCIE

E-Bid#20160160

Design Services for the New Maintenance Building at Prineville

Prepared By:
Gina Jolly, Buyer
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4055
gjolly@cityofpsl.com

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ATTACHMENT A- CONCEPTUAL PLANS
ATTACHMENT B- SITE LAYOUT
ATTACHMENT C- SITE ENCLOSURE

INVITATION TO E-BID

This is an Electronic Request for Proposal #20160160. The City of Port St. Lucie (City) for the Design Services for a New 25,000 sq. ft. Maintenance Building to include a New Gate System and ADA Upgrades at the Prineville Plant located at 900 Ogden Lane, Port St Lucie, Florida.

Current State of Florida Professional Engineers and/or Architect License is required.

Proposals for the project will be received by the City of Port St. Lucie, via Demandstar, in the Procurement Management Department, no later than **September 26, 2016 @ 2:00:00 p.m. EST.**

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be and shall be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007 and pdf. All must be contained in two (2) files, and in the order specified under title **SUBMITTAL OF E-RFP subpart D & E**. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-RFP and will not have access to any other Bidder's submittals. The Bidder's E-RFP may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-RFPs. Bidders who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All questions related to the Request for Proposal must be directed to Gina Jolly in the Procurement Management Department. She can be reached at (772) 344-4055. Questions shall be submitted in writing, at least **seven (7)** days prior to the RFP opening, if possible. Questions may be emailed to gjolly@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Jolly is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request for Proposals **(up to and including the Mayor and City Council)**, from the request of solicitation of the proposal to the time an award decision has been made, and a Contract has been executed.

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

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

Documents required for this E-RFP: Completed Questionnaire, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, Applicable current licenses (State of Florida Licensed Professional Engineer, Drug Free Workplace Form, Checklist, and Form 330.

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

SUBMITTAL OF E-RFP

All proposals shall be submitted by completing and returning the Questionnaire and form 330 (from proposing firm only, no subconsultant/subcontractors). The Questionnaire should be typed or printed and signed in ink. All submittals are required to be electronic via DemandStar and be contained in two (2) files. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160160 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the Questionnaire and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Questionnaire.

C. Electronically sign the Questionnaire where indicated.

D. Upload in two (2) pdf files as follows: File # 1-Upload and submit the Questionnaire for E-RFP #20160160, Certified Minority Business Certificate (if applicable), W9, current Certificate of Insurance, License, Drug Free Workplace Form, and E-RFP checklist, onto Demandstar in one file by the due date and time. Acknowledge all Addenda on the Questionnaire.

E. File # 2- Submit Form 330 in a separate file.

F. Enter Zero on the web page for cost or you will receive an error message and your submittal will be denied.

G. The submittal button at the bottom of the page must be selected to complete the Bid response.

***** Only electronic replies are required. No hard copies will be accepted*****
Please try to limit each file submittal to no more than 1.5 mb

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

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

TENTATIVE SCHEDULE

It is the intent of the City to have this project completed within a limited time frame. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the following tentative schedule:

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	August 29, 2016
Proposal Due	September 26, 2016 @ 2:00 p.m.
Evaluation Committee*	Tuesday October 4, 2016 @ 10:00 a.m.
Q & A**	Monday October 10, 2016 @ 2:00 p.m.
Tentative City Council Short List Approval	October 24, 2016
Tentative Negotiations	October 27, 2016
Tentative City Council Contract Approval	November 14, 2016

* Committee will meet in the Conference Room (390) in the Procurement Management Department at
**Committee will meet in the Conference Room (390) in the Procurement Management Department at

EVALUATION AND AWARD

CRITERION	*MAXIMUM SCORE*
A. Location (Question 1) *	5
B. Minority Business (Question 2)	1
C. Accepts P-Card (Question 3)	4
D. Assigned Staff (Question 4,5)	50
E. Company Experience/History (Questions 6 and 7)	40
Maximum Points	**100**

* # of Miles from City Hall to Assigned Staff's Office location	# of Points
0-60	5
61-80	4
81-100	3
101-120	2
121-140	1
140+	0

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

SPECIAL REQUIREMENTS

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

Public Entitv Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Engineer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010)

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.

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E-Bid Reply Sheet/Questionnaire #20160160
Design Services for the New Maintenance Building at Prineville

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

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

Dated this _____ day of _____, 2016

_____
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   (This is a word document add lines as needed)

   Total number of staff for your firm within the Treasure Coast? _____

   Total number of years your firm has been in this type of business? _____

2. Is your firm a Certified Minority Business (yes or no)? _____

3. Will your firm accept payment by Credit Card (yes or no)? _____

4. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other

(This is a word document add lines as needed)

5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to designing, permitting of multi-use, pre-engineered metal building systems.

Staff Name	Company	Project Name & Description	Project Owner and Telephone Number

(This is a word document add lines as needed)

6. List Design/Permitting Projects including pre-engineered metal building systems awarded by other government agencies, to your firm in past 5 years that were similar to this scope of this project.

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
			Total Amount	

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why?
(This is a word document add lines as needed)

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

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

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

_____ _____

Signature Title

(Balance of Page Intentionally Left Blank)

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

CITY OF PORT ST. LUCIE
CONTRACT #20160160

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and *name of Engineer, address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Engineer", party of the second part.

RECITALS

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

SECTION I
NOTICES

Project Manager:

Richard M. Schoenborn, P.E., Senior Civil-Utility Engineer
Utility Engineering
City of Port St Lucie, Utility Systems Department
121 SW Port St Lucie Blvd.
Port St Lucie, FL 34984
Telephone: (772) 873-6485
Email: rshoenborn@Cityofpsl.com

City Contract Administrator:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-344-4055 Fax: 772-871-7337
Email: gjolly@cityofpsl.com

Engineer:

_____
_____
_____
_____
_____
Email:_____

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Engineer has agreed to perform is to provide the following:

I. SCOPE OF WORK

The City of Port St. Lucie desires to expand the facilities located at the Prineville site to better accommodate in-house maintenance personnel and their activities and for mobile

generator storage. The project scope of work includes complete services for design and permitting.

Design:

- A New pre-engineered metal combined maintenance building and awning
- A New mobile generator storage building
- A Dumpster loading area
- A Pump wash down area
- Completing the enclosure of the Prineville site
- Site development work, including stormwater facilities, roadways, parking areas,
- Water, wastewater utilities to service the new building
- Electrical utilities and coordination with Florida Power and Light
- Lighting for the improved site area
- Heating, ventilation and air conditioning of the new buildings
- Evaluation of the suitability of the existing generator system for supplying emergency power to the new facilities.
- Work shall also include upgrade of the Pavilion sidewalk and structure to meet ADA accessibility requirements.

Permitting:

Permitting work includes obtaining the necessary City Building Department Permits.

Design work shall include full services for architectural, structural utilities and civil engineering design, electrical design, geotechnical investigations, HVAC design and permitting to meet all code requirements for a complete and bid ready plan set(s).

Permitting work shall also include modification of the site's existing South Florida Water Management District's storm water permit to accommodate the new facilities.

Permitting work also includes furnishing the City with site drawings, technical information and building renderings for the City's site plan review process.

The conceptual physical limits for this project are as indicated on the attached drawings.

Design kick-off meeting:

The design firm shall furnish to the City:

- Prineville site layout

- Maintenance building layout
- Mobile generator storage building layout
- Conceptual costs for major project elements
- A project schedule

The site layout shall be in a 24"x36" format and shall include existing facilities, the various proposed access points to the site as well as the footprints for the new buildings and site work. The design firm will also present to the City for selection, three different architectural renderings of the maintenance building interior layout and exterior of the finished building. Interior layout schematic furnished by the City shall be adjusted by the design firm to conform to the renderings. The renderings shall include plan, profiles from each side of the structure. Renderings shall be furnished in color and on 11"x17" sheets. Scales shall be clearly shown, view direction on profiles shall be clearly shown, and north shall be clearly indicated. The selected rendering shall be the basis for the design and construction of the new maintenance building. A rendering of the interior of the mobile generator storage building shall also be furnished.

Deliverables:

The design firm shall furnish to the City for design review and comment construction plans, technical specifications and project costs at 30%, 50% and 90%. Construction plan sets shall be 24"x36" in size and shall include civil plans, architectural plans, structural plans, electrical plans, HVAC plans, and plumbing plans. The design firm shall adjust the plans based on comments by the City. All plan sets shall be fully integrated with one another regarding layout scale and facilities provided. It is the responsibility of the design firm to fully integrate all plan sets with one another such that conflicts between plan sets are eliminated. Architectural plans shall include plan, profile and elevation views of the proposed facility. Lighting fixture type and location shall be clearly shown in the plan sets. All water and wastewater fixtures including hose bibs, drinking fountains, eye showers and locations for hot and cold water shall be clearly shown. Electrical plan sets shall clearly show all electrical outlets, outlet voltage, data ports, grounding, lightning protection, electrical panels and switches shall be clearly shown in the plan sets.

At all stages of work progress, project element costs shall be itemized and arranged in a manner to allow the City to conveniently include or cut elements to reach latest desired budget goals.

SECTION III
TIME OF PERFORMANCE

The Contract shall start _____ and will terminate _____. In the event all work required in the contract specifications has not been completed by the specified date, the Engineer agrees

to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

N/A

SECTION V
COMPENSATION

This is a XXXXX Contract in the amount of $ _____, plus a one-time $10.00 indemnification fee. The City will not pay for out-of-pocket expenses including, but not limited to, office & utilities, Subcontractor fees, or any reimbursable expense. There will be no additional amount paid for reimbursable expenses. The Engineer shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts. The City will pay with Visa only.

The Consultant 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. Schedule of value for task and time will be set out as per proposal.

Progress Payments- The City may make partial payment during the progress of the work upon percentage of work completed as approved by the Project Manager.

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

Invoices for services shall be submitted once a month by the 10th of the month, and payments shall be made in forty five (45) days unless Engineer has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Project Manager.

Engineer VISA Payment Procedures

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.

3. The Engineer will send the Project Manager (PM) by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if Subcontractors were used by Engineer.
4. The PM will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

A Visa Order Form or Purchase Order constitutes as the Notice to Proceed.

SECTION VI
WORK CHANGES

This is a xxxxx contract, therefore no change orders are allowed.

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

Medical expense $10,000 any 1 person

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

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

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

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160160 Design Services for the New Maintenance Building at Prineville shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically

endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Engineers and Subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

SECTION IX
ACTS OF GOD

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

N/A

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

SECTION XV
ASSIGNMENT

Engineer shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI
TERMINATION

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, to the City for any additional cost incurred by it in its completion of the work.

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

SECTION XVII
LAW AND VENUE

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

SECTION XVIII
APPROPRIATION APPROVAL

The Engineer acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Engineer

agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XIX
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XX
CONFLICT OF INTEREST

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineer shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXI
PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXII
ENTIRE AGREEMENT

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Jeffrey Bremer, City Manager

By:_____
Authorized Representative of (company name and title)

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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

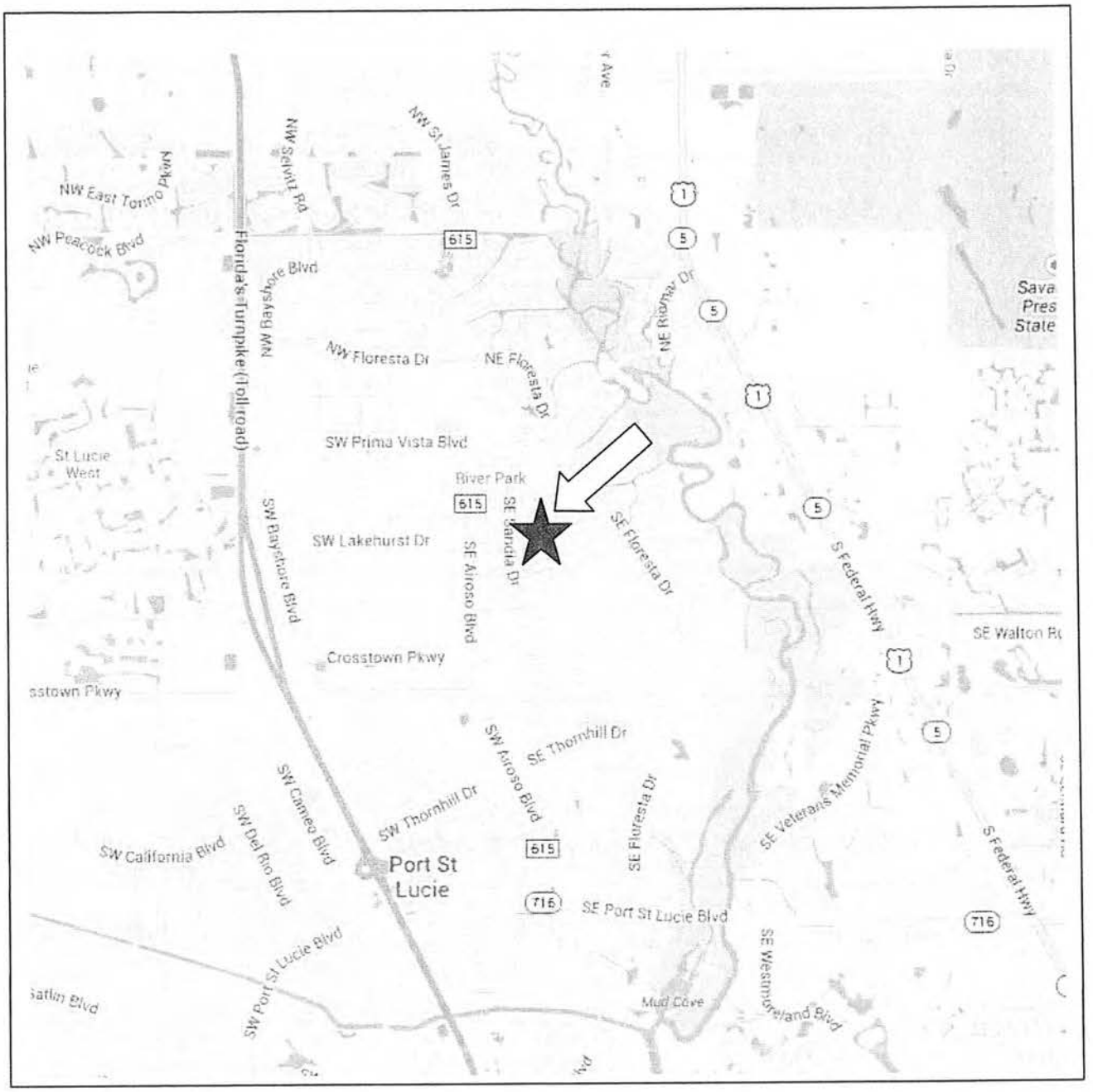
WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

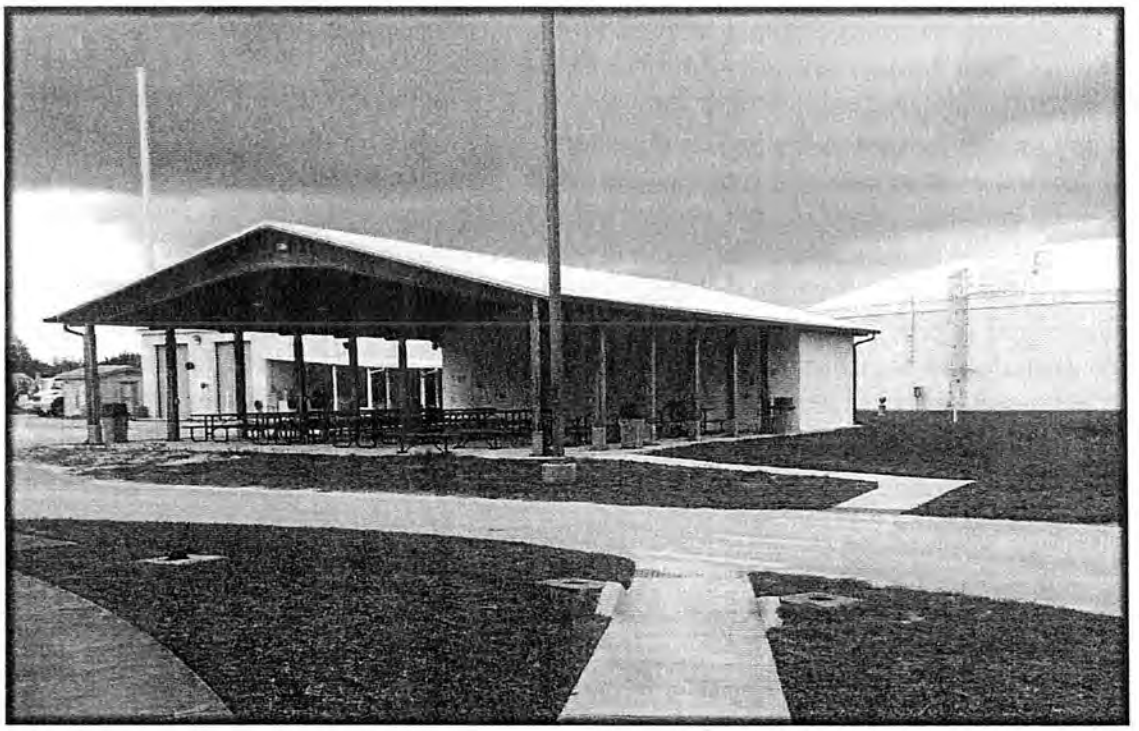
My Commission Expires _____.

(*seal*)



Location Map

The intent of the pavilion access work is for the firm to design all necessary modifications to the existing pavilion and existing sidewalk access so as to bring the pavilion structure and access sidewalk into compliance with local, State and federal access requirements including the requirements of the American Disabilities Act, (ADA).



TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160160
Design Services for the New Maintenance Building at Prineville.

STATE OF FLORIDA §

COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant _____ who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160160 Design Services for the New Maintenance Building at Prineville.**

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

_____
Name of Firm

_____
By: President

The foregoing instrument was acknowledged before me by _____

who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of _____, 20__.

(SEAL)

_____
Signature

_____
Notary Name (typed or printed)

DRUG-FREE WORKPLACE FORM

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

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

CHECKLIST
BID # 20160160
Design Services for the New Maintenance Building at Prineville

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 #20160160 with proper signatures upload to DemandStar

_____ Certified Minority Business Certificate (if applicable)

_____ Required W-9 uploaded to DemandStar

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

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

_____ Drug-Free Workplace Form uploaded to DemandStar

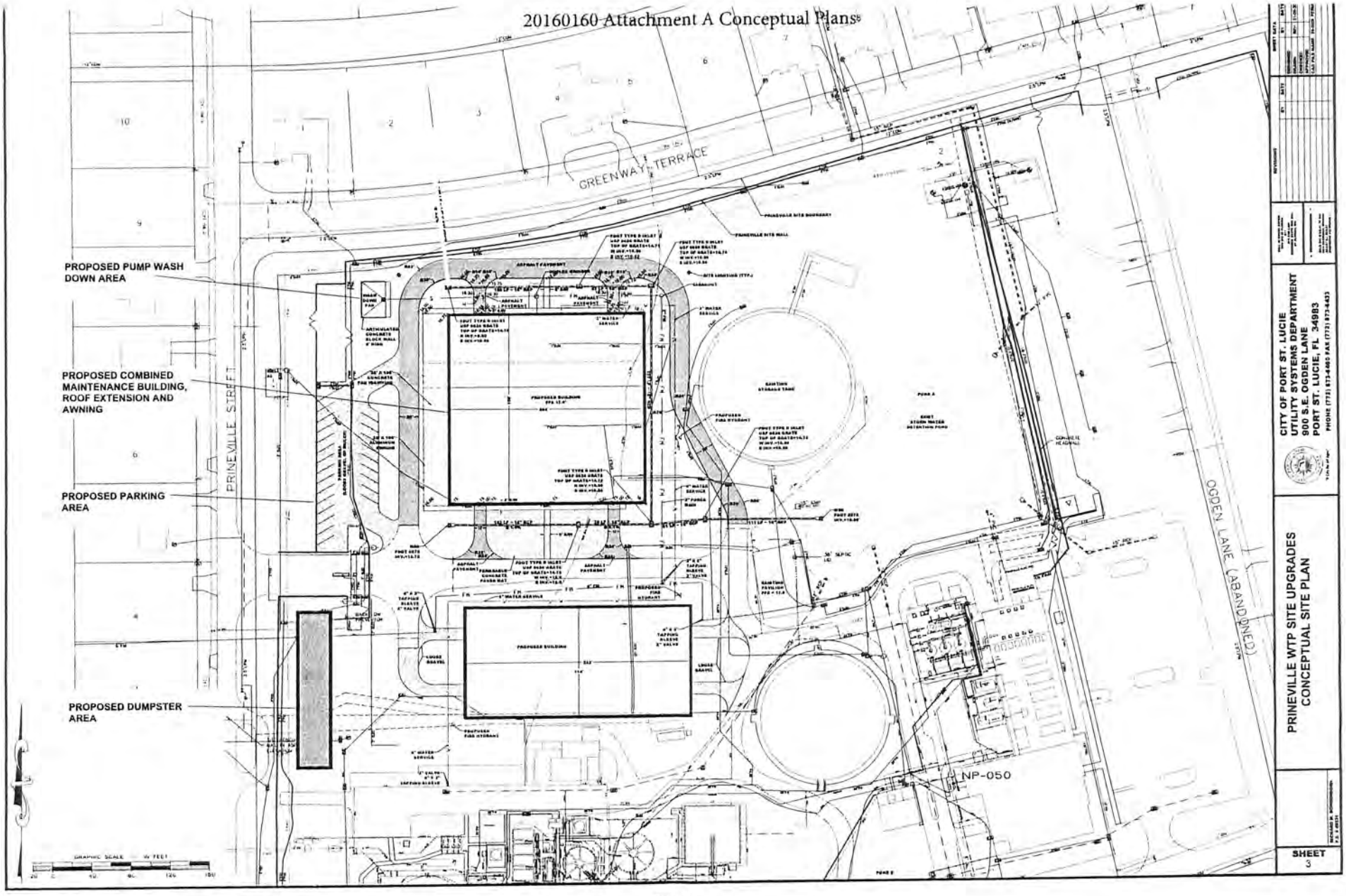
_____ Truth in Negotiation uploaded to DemandStar

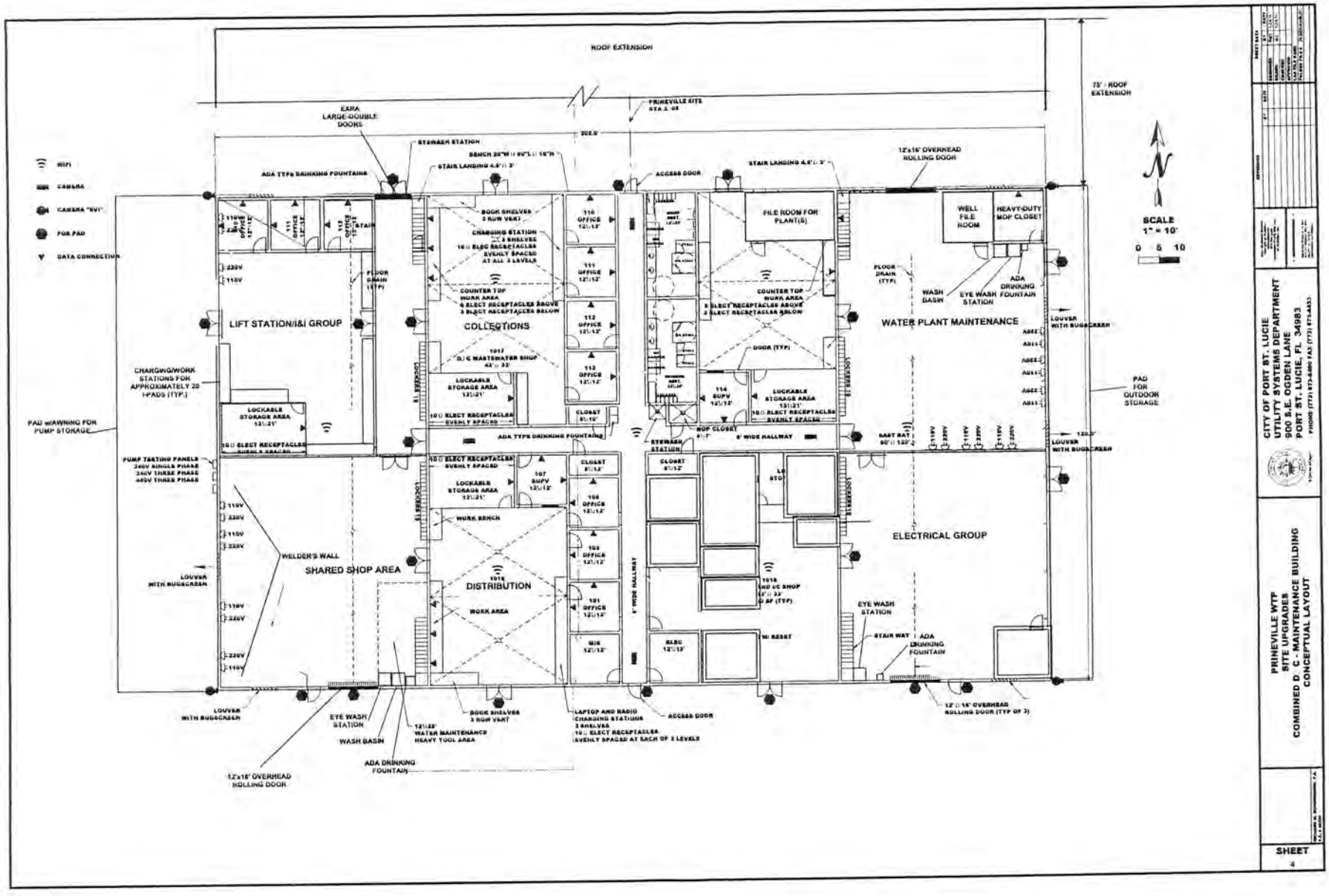
_____ Copy of the Checklist uploaded to DemandStar

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160160

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

_____ 330 Form uploaded to DemandStar


PROPOSED PUMP WASH DOWN AREA
PROPOSED COMBINED MAINTENANCE BUILDING, ROOF EXTENSION AND AWNING
PROPOSED PARKING AREA
PROPOSED DUMPSTER AREA
PRINEVILLE STREET
GREENWAY TERRACE
OGDEN LANE (ABANDONED)
NP-050
CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PRINEVILLE WTP SITE UPGRADES
CONCEPTUAL SITE PLAN
SHEET
3

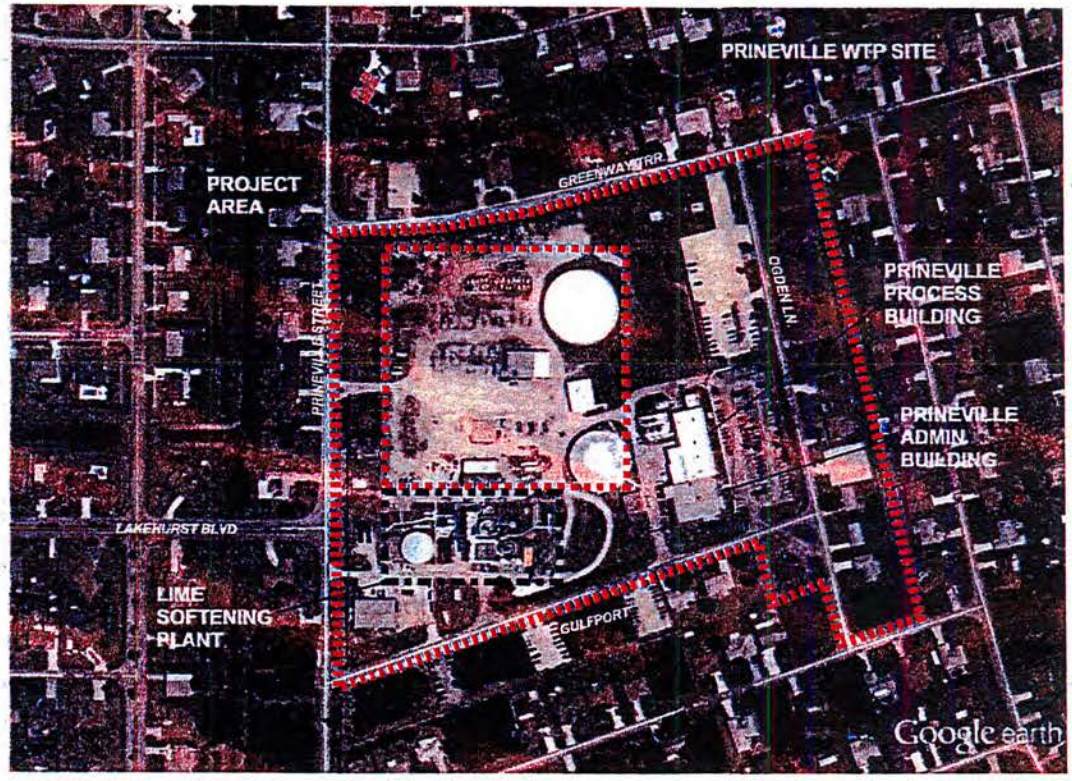


CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

PRINEVILLE WTP
SITE UPGRADES
COMBINED D. C - MAINTENANCE BUILDING
CONCEPTUAL LAYOUT

SHEET
4

20160160 Attachment B Site Layout



CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983

PRINEVILLE WTP
SITE LAYOUT

SHT
01/02

SPECIFICATIONS AND STANDARDS, LATEST EDITION(S) FOR UTILITY, CIVIL AND TRAFFIC CONSTRUCTION, AS WELL AS THE CONTRACT DOCUMENTS FOR THIS PROJECT.

2. SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL EQUIPMENT AND MATERIALS. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.

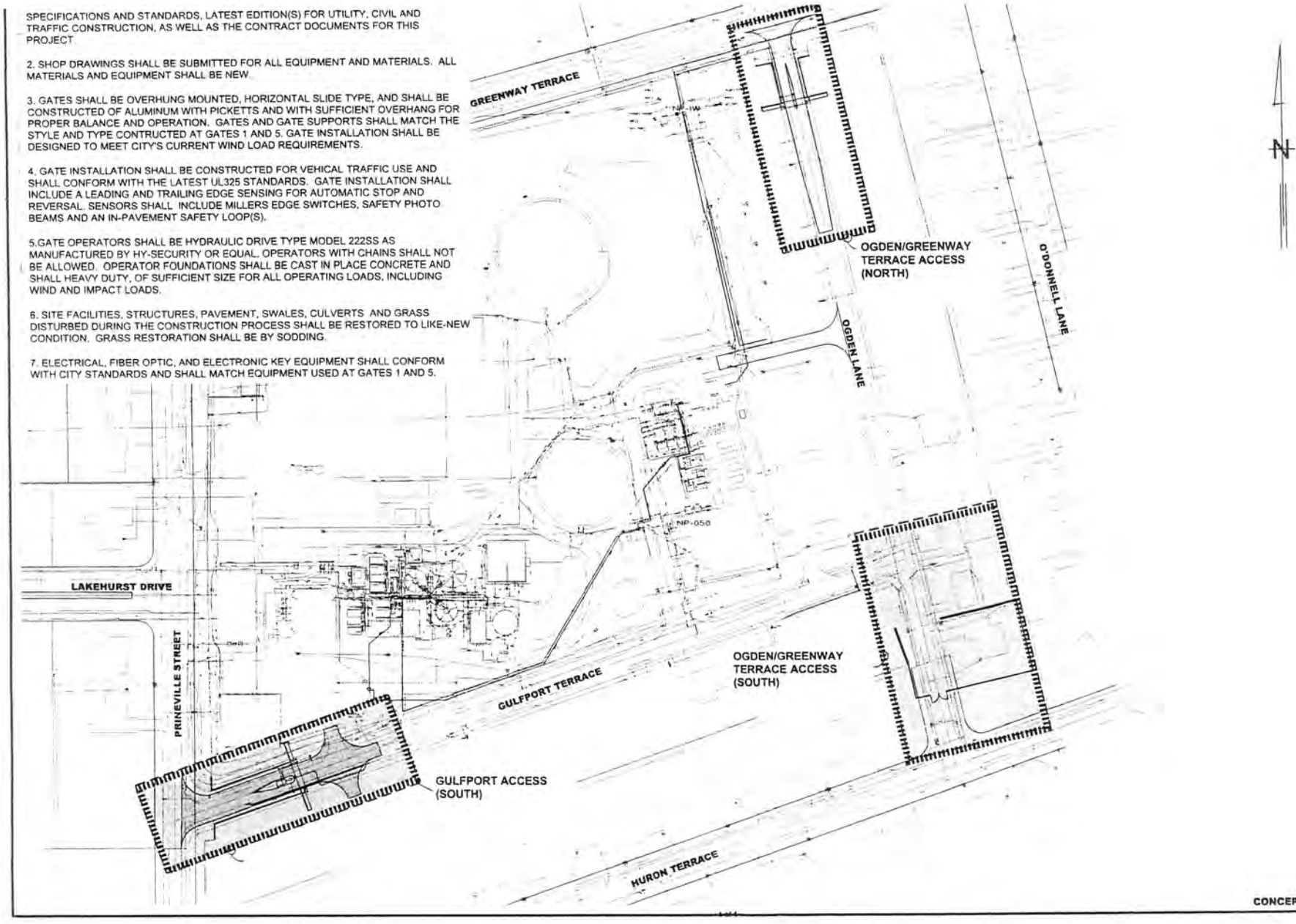
3. GATES SHALL BE OVERHUNG MOUNTED, HORIZONTAL SLIDE TYPE, AND SHALL BE CONSTRUCTED OF ALUMINUM WITH PICKETTS AND WITH SUFFICIENT OVERHANG FOR PROPER BALANCE AND OPERATION. GATES AND GATE SUPPORTS SHALL MATCH THE STYLE AND TYPE CONTRUCTED AT GATES 1 AND 5. GATE INSTALLATION SHALL BE DESIGNED TO MEET CITY'S CURRENT WIND LOAD REQUIREMENTS.

4. GATE INSTALLATION SHALL BE CONSTRUCTED FOR VEHICAL TRAFFIC USE AND SHALL CONFORM WITH THE LATEST UL325 STANDARDS. GATE INSTALLATION SHALL INCLUDE A LEADING AND TRAILING EDGE SENSING FOR AUTOMATIC STOP AND REVERSAL. SENSORS SHALL INCLUDE MILLERS EDGE SWITCHES, SAFETY PHOTO BEAMS AND AN IN-PAVEMENT SAFETY LOOP(S).

5.GATE OPERATORS SHALL BE HYDRAULIC DRIVE TYPE MODEL 222SS AS MANUFACTURED BY HY-SECURITY OR EQUAL. OPERATORS WITH CHAINS SHALL NOT BE ALLOWED. OPERATOR FOUNDATIONS SHALL BE CAST IN PLACE CONCRETE AND SHALL HEAVY DUTY, OF SUFFICIENT SIZE FOR ALL OPERATING LOADS, INCLUDING WIND AND IMPACT LOADS.

6. SITE FACILITIES, STRUCTURES, PAVEMENT, SWALES, CULVERTS AND GRASS DISTURBED DURING THE CONSTRUCTION PROCESS SHALL BE RESTORED TO LIKE-NEW CONDITION. GRASS RESTORATION SHALL BE BY SODDING.

7. ELECTRICAL, FIBER OPTIC, AND ELECTRONIC KEY EQUIPMENT SHALL CONFORM WITH CITY STANDARDS AND SHALL MATCH EQUIPMENT USED AT GATES 1 AND 5.



CONCEPTUAL PLANS

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

PRINEVILLE WTP
SITEUPGRADES, CONCEPTUAL PLANS
OVERALL SITE PLAN AND KEY MAP

SHEET
C2

Bid Opening
E-Bid 20160160
Design Services for the New Maintenance Building at Prineville
9/26/16 2:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie PMD	gjolly@cityofpsl.com	T 772-344-4055
				F
2.	Jason Bezak	City of PSL PMD	jbezak@cityofpsl.com	T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

Evaluation Meeting
October 17, 2016 10:00 a.m.
E-Bid 20160160
Design Services for the New Maintenance Building at Prineville

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie PMD	**gjolly@cityofpsl.com**	T 772-344-4055
				F
2.	Rich Schoenborn	City of PSL USD	rschoenborn@cityofpsl.com	T 772-873-6487
				F
3.	Brian Kean	City of PSL CRA	bkean@cityofpsl.com	T 772-873-6489
				F
4.	Jason Bezak	City of PSL PMD	jbezak@cityofpsl.com	T 772-871-5224
				F
5.				T
				F
6.				T
				F
7.				T
				F

Q&A
October 20, 2016 10:00 a.m.
E-Bid 20160160
Design Services for the New Maintenance Building at Prineville

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie PMD	gjolly@cityofpsl.com	T 772-344-4055
				F
2.	Jason Bezak	City of PSL, PMO	jbezak@cityofpsl.com	T 871-5224
				F
3.	GARY KRANSTON	BENTLEY	GARY@BAEONLINE.COM	T 407 331-6116
				F
4.	Carlos Rexach	Bentley	crexach@baeonline.com	T 407 331-6116
				F
5.	BRENDAN DAILY	BENTLEY	BDAILY@BAEONLINE.COM	T 407-331-6116
				F
6.	Dan Zrallack	Ardaman & Assoc.	dzrallack@ardaman.com	T 772-878-0072
				F
7.	KYLE CARTIER	SUNC ENGINEERING	KJC@SUNCENG.COM	T 407-380-0400
				F

Q&A
October 20, 2016 10:00 a.m.
E-Bid 20160160
Design Services for the New Maintenance Building at Prineville

8.	Bridget Klaw	city of PSL	bklaw@cityofpsl.com	T 772-873-6489
				F
9.	Rich Schoenborn	City of PSL USD	rschoenborn@cityofpsl.com	T 772-873-6487
				F
10.	Stefan Matthes	Culpepper & Terpening	SMATTHES@CT-ENG.COM	T 772-464-3537
				F
11.	Tom Kiernan	Culpepper & Terpening	tkiernan@Ct-eng.com	T 772 464-3537
				F
12.	MIKE LUE	ML ENGINEERING	MIKE@MLENGINEERINGINC.COM	T 772 569.1257
	John Binkley	EDB Architects	edbvero@bellsouth.net	F 772 569 4320

Q&A
October 20, 2016 10:00 a.m.
E-Bid 20160160
Design Services for the New Maintenance Building at Prineville

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13.	ERIC SVOBODA, PE	FORT PIERCE ENGINEERING	eric.svoboda@comcast.net	T 772-672-4636 F 772-672-4637
14.	Timothy C. Trewyn, PE	Fort Pierce Engineering	ttrewyn@comcast.net	T " F "
15.	Mary Jatro	EDB	edbvero@bellsouth.net	T F
16.	Melissa Corbett	MilCor	melissac@themilcorgroup.com	T 772.223.8850 F
17.	Lawrence [illegible]	[illegible] Corp	[illegible]@[illegible]comp.com	T 561-262-5794 F
18.				T F
19.				T F

User: **Jolly, Gina** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List Reports

Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	RFP-20160160-0-2016/GJ
Bid Name	Design Services for the New Maintenance Building at Prineville
Bid Due Date	9/26/2016 2:00:00 PM Eastern time
Bid Opening	**Closed**

4 total responses found.

✓ online, ▭ offline, • not submitting, ◆ not received

	Company Δ	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1.	Architectural Building Corporation	9/26/2016 11:49:24 AM	15294 101 Ter N Jupiter, FL 33478	$0.00	$0.00	Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Utilization of Minority & Woman Owed Business Enterprises Form License/Certification to do Described Work Truth in Negotiation Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details Documents History
2.	Bentley Architects & Engineers, Inc.	9/26/2016 12:28:52 PM	681 W. Warren Ave. Suite 200 Longwood, FL 32750	$0.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Utilization of Minority & Woman Owed Business Enterprises Form License/Certification to do Described Work Truth in Negotiation Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details Documents History
3.	EDB Architects	9/26/2016 9:39:13 AM	65 Royal Palm Pointe, Ste D Vero Beach, FL 32950	$0.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Utilization of Minority & Woman Owed Business Enterprises Form License/Certification to do Described Work Truth in Negotiation Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details Documents History
4.	The MilCor Group Inc	9/26/2016 11:03:07 AM	10975 SE Federal Hwy. Hobe Sound, FL 33455	$0.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Utilization of Minority & Woman Owed Business Enterprises Form License/Certification to do Described Work Truth in Negotiation Form 330 W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details Documents History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor

(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

☐ Include Non-Compliant Supplier details

User: **Jolly, Gina** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

Log Bid **[View Bids]** **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List** **Reports**

Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie, Procurement Management Department
Bid Type	Request for Proposal
Bid Number	RFP-20160160-0-2016/GJ
Fiscal Year	2016
Bid Writer	**Gina Jolly**
Bid Name	Design Services for the New Maintenance Building at Prineville
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	9/26/2016 2:00 PM Eastern
Broadcast Date	8/29/2016
Bid Bond	
Project Estimated Budget	
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	The City of Port St. Lucie desires to expand the facilities located at the Prineville site to better accommodate in-house maintenance personnel and their activities and for mobile generator storage. The project scope of work includes complete services for design and permitting.
E-Bidding	Yes

E-Bidding

EDIT

View Supplier Info on Tabulation Sheet prior to bid opening	Yes
Required Documents	1. Bid Reply 2. Checklist 3. Drug Free Workplace Form 4. Current Certificate of Insurance 5. Utilization of Minority & Woman Owed Business Enterprises Form 6. License/Certification to do Described Work 7. Truth in Negotiation 8. Form 330 9. W-9 form

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad

Pre-Bid Conference

Publications

No Publications Data Found

Documents

EDIT

Bid Package	**Bid Documents** (Complete) **Attachement A Conceptual Plans** (2 Pages, Complete) **Attachemnt B Site Layout** (1 Page, Complete) **Attachment C Site Enclosure** (1 Page, Complete)
Award	**Notice #1** (Complete) **Noitice #2** (Complete) **Notice #3 Q & A** (Complete) **Committee Evaluation Scores** (Complete) **Q & A Scores** (2 Pages, Complete)

Commodity Codes

018-906-00 - ARCHITECTURAL SERVICES, PROFESSIONAL
018-906-07 - Architect Services, Professional, (Not Otherwise Classified), Including Consulting
018-906-10 - Buildings, Architectural Design Services
018-907-00 - ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL
018-925-00 - ENGINEERING SERVICES, PROFESSIONAL
018-925-04 - Agricultural Engineering
018-925-17 - Civil Engineering
018-925-33 - Engineer Services, Professional (Inactive, effective January 1, 2016)
018-925-36 - Engineering Services (Not Otherwise Classified)
018-925-37 - Facilities Design Engineering

Statistics

Planholders	**There are 31 planholders for this bid**
Broadcast List	**1543 suppliers have been notified**
Supplemental Suppliers	**1 Supplemental Suppliers**
Filtered	No
Post-Bid Viewers	**15 viewer(s)**

<< Return

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GUIDELINES FOR RFP EVALUATION: # 20160160 Design Services for the New Maintenance Building at Prineville

Please email your individual scores no later than October 3, 2016 2:00 p.m. The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award. **PMD will score criteria A, B and C.**

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important; 4, moderately important;* and 5, *very important.* The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through D). When the evaluator receives the form, Columns A and B are completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

The first step is the independent review, Column C; each committee member chooses the best response to each criterion from the responses received. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. (In other words, the best response is determined in relation to the other responses rather than in relation to an ideal). This process does not eliminate the possibility of multiple firms receiving the same score on one or more of the individual criteria. However it is incumbent of the committee member to assess each response to identify, even if it is just one item, which differentiates one submittal as the very best in relation to the others. It is important to note that this in an **independent** review and there is to be no discussion or meeting at this time concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For example, if a respondent states explicitly that a particular requirement will not be met, a negative score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting. As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned. Below are some helpful tips:

- If the requirement (objective) is particularly difficult to meet and the proposal offers an approach which, with little or no risk, will yield a result which exceeds requirements qualitatively, the item should score 5 points, dependent upon the level of exceptional features offered.

- If the requirement is relatively difficult to meet, the majority of the factors are acceptable, no major deficiencies or risks exist therein, and the collective approach yields a qualitative benefit beyond that which is minimal, a score of 4 points should be assigned, dependent upon the benefits to be attained.

- If the majority of the factors meet standards, the requirement is not overly difficult to meet, and the factors which are deficient are of a very minor nature or are susceptible to easy correction, the item should be scored 3.

- If the majority of important factors are acceptable, but one or more factors is deficient and some minor risk is involved in the correction thereof, the score for the item should be 2.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information. Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional review (for example, the Finance or Office of Management and Budget department reports on the

financial stability of each respondent and assigns a score to be entered on all panel members' forms).

Applying the criteria

CRITERION D: Assigned Staff Experience, *(Questions 4 and 5).* This criterion examines assigned individual experience rather than corporate experience. Do the qualifications of the project staff and sub-consultants, if used, indicate that they can complete the tasks in a professional and satisfactory manner? Are the staff / sub-consultants profiled in the proposal of those who will actually undertake the project? How much experience, does the assigned staff have in respect to this scope, as it relates to Design Services?

CRITERION E: Company Design Experience *(Question 6 and 7).* This criterion examines corporate rather than individual experience for Design. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work for the RFP, or is the work to be subcontracted? Review firms knowledge and experience with Design and Road Improvement. Did the company list similar types of Design Service projects awarded by Government agencies?

All other criteria will be completed by PMD.

Scoring procedure for Presentations or Questions and Answers Sessions

At this phase of the process all firms that have been selected by the committee are deemed qualified and will now be selected only by the new criteria established by the committee.

If the committee determines to conduct presentations or a question and answer session then the following will apply:

The committee will determine which firms are selected for the session.

The committee will select the list of questions and the total points for each. These will be used as the criteria to score the firms.

The committee will also determine the format and length of the sessions.

The order of the presentations will be determined by a drawing of the firm's names.
The sessions will not be public; however minutes will be taken and will be public information after a recommendation has been submitted for award of the project.

PMD will tally the scores of the individual committee members.

A public meeting will convene to announce the results.

A tie score of only two firms will be determined by a coin toss which will take place during the above mentioned public meeting.

If two or more firms are tied, then the committee members will be requested to discuss, review and re- score.

PMD will compute the scores of the individual committee members when a tie breaker is needed.

The firm with the highest score will be recommended for award to the City Council.

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT

RFP # 20160160 Design Services for the New Maintenance Building at Prineville

Evaluation Committee Members / Participants

I, Budget Kean, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to 20160160 Design Services for New Maintenance Building project during the evaluation process and before contract award.

Initials	Applicability of the Florida Sunshine Law
BK	

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (PMD).

Initials	Restricted Communications / Cone of Silence
BK	

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (PMD) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (PMD) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials	Release or Distribution of Information and/or Material
BK	

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by PMD only.

Initials	Non-Collusion
BK	

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by PMD.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the PMD during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials	Conflict of Interest
BK	

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: Bridget Kean

Printed: BRIDGET KEAN

Date: 10/4/2016

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT

RFP #20160160 Design Services for the New Maintenance Building at Prineville

Evaluation Committee Members / Participants

I, Richard Schoeck, 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 Prineville Maintenance Bldg- project during the evaluation process and before contract award.

Initials RMS	**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 RMS	**Restricted Communications / Cone of Silence**

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Initials RMS	**Release or Distribution of Information and/or Material**

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Initials RMS	**Non-Collusion**

To The Best of My Knowledge RMS

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 RMS	**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.

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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: [signature]

Printed: Richard M. Schoenborn

Date: Oct 26, 2016

Please Note: This evaluation was made so that the Pineville Maintenance Building Project Can Move Forward. RMS

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

Company Name: **Bentley Architects & Engineers**

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What challenges do you see with this project?	0 1 2 3 4 5
Comments: 1. Onsite utilities > BDE 2. Storm water mngt. 3. SPR Not brought up by Bentley. (How difficult will SPR be for this?)	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	0 1 2 3 4 5
Comments: 1. Cost options > BDE 2. Historical Costs from similar past projects. 3. Bentley seems to grasp how costs are a major concern.	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	0 1 2 3 4 5
Comments: 1. Power trail > BDE 2. Bentley is the Proj mngr.	

BAE

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	0 1 2 3 4 (5)
Comments: 1. Follows FDOT protocols. 2. Extensive internal coord. and reviews.	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	0 1 2 3 4 (5)
Comments: 1. Sidewalks & design & layout 2. Lighting ← NOTE: Bentley Noted location in residential area and had solutions	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Rich Schoenborn (Please print) Dept.: USD.

Signature: [signature] Date: October 20, 2016

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

Company Name: **EDB Architects**

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What challenges do you see with this project?	0 1 2 3 4 (5)
Comments: 1. Permitting by City & P&Z. 2. SPR issues ← Site should be updated for SPR. 3. Stormwater not an issue.	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	0 1 2 3 4 (5)
Comments: 1. Construction alternatives Flexible for costs. 2. Electric System op. costs a concern? 3 Typical Construction Time-Line process.	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	0 1 2 3 4 (5)
Comments: 1. Binkley Project Mng. 2.	

 # 20160160 Design Services for the New Maintenance Building at Prineville DJB

Question & Answer (Q&A) Sheet Committee

4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	0 1 2 3 4 (5)
Comments: 1. C&T will be coord. submittal process. 2.	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	0 1 2 3 4 (5)
Comments: 1. Video monitoring. 2. Pedestrian movement plan. 3 Site visit.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Richard Schoenborn (Please print) Dept.: USD

Signature: [signature] Date: Oct 20, 2016

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

Company Name: **The Milcor Group**

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What challenges do you see with this project?	0 1 2 3 (4) 5
Comments: 1. project coordinator -	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	0 1 2 3 (4) 5
Comments: 1. M. Corbett would be project manager - 2. What are schedules & Tracking -	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	0 1 2 3 (4) 5
Comments: 1. Main Contact → ~~M. Corb~~. Aaron Stanton. 2. Coord by M. Coordinator. 3. inspectors	

Miller

 # 20160160 Design Services for the New Maintenance Building at Prineville
Question & Answer (Q&A) Sheet Committee

4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	0 1 2 3 (4) 5
Comments: 1. Internal Protocols → M. Corbett. 2. Response time to calls almost immediate 3 Good relationship w/ contractors	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	0 1 2 3 (4) 5
Comments: 1. Covered walkways 2.	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Rich Schoeberg (Please print) Dept.: USD

Signature: [signature] Date: Oct 20, 2016

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

Company Name: **Architectural Building Corp**

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What challenges do you see with this project?	0 1 2 (3) 4 5
Comments: 1. Staying within budget. 2. Do we have funding? 3. Sees construction costs as being an issue.	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	0 1 2 (3) 4 5
Comments: 1. Simplify structure. 2. City must do value-engineering on materials. 3. Not a fan of metal buildings. 4. See	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	0 1 2 (3) 4 5
Comments: 1. Main contact is Dougherty. 2. Lic. Architect, contractor, interior designer. 3. Remote presence not good.	

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	0 1 2 (3) 4 5
Comments: 1. Internal → S. Cooper. 2. Collect review comments, and make amendments 3. SPRC. will be important 4. Anecdote> Blames government ??:	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	0 1 2 3 (4) 5
Comments: 1. Needs improvement 2. Reduce risk of an unsafe environment. 3. should be looked at. w.r.t. access. & options. 4. Use electronic key entry 5. Lighting 6. Landscaping	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Richard Schoenborn (Please print) Dept.: LSD

Signature: [signature] Date: Oct 20, 2016

20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

Company Name: **Bentley Architects & Engineers**

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What challenges do you see with this project?	0 1 2 3 4 (5)
Comments: (1) managing traffic IN & out of site during construction (2) stormwater - how much space available (3) Existing utilities	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	0 1 2 3 4 (5)
Comments: Project production schedule project milestones, ~~QC~~, review budget ~~QC~~ QA & QC Quality Assurance + Quality Control reviews - FDOT procedures Have cost data from previous kissimmee utility & SFWMD	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	0 1 2 3 4 (5)
Comments: Project manager - Architect of RECORD meeting minutes All contact through project manager Project manager - controls schedule Project schedule - outlook appointments Local Representative	

BNE

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	0 1 2 3 4 (5)
Comments: 2 wks prior to submittal - QC exchange of drawings between disciplines. QA review to make sure markups in revised documents. Blue beam PDF software	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	0 1 2 3 4 (5)
Comments: crosswalk between building & parking sidewalk between buildings what does city want at this site & who is doing what & where? site lighting & sidewalk off-set from building	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Bridget Kerr (*Please print*) Dept.: CRA/ P&Z

Signature: Bridget Kerr Date: 10/20/2016

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

Company Name: **EDB Architects**

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What challenges do you see with this project?	0 1 2 3 4 5
Comments: Permitting, what improvements that are site plan improvements & that are shown on approved site plan? Public Art not many challenges in site development Fuel stored in generators	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	0 1 2 3 4 5
Comments: completion of phase provide opinion of cost. construction alternatives list of items & costs associated - prioritize Construction Administration Electric systems - construction + operation costs. Establish at beginning schedule w target dates for submittals.	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	0 1 2 3 4 5
Comments: Project architect - main contact. Will coordinate Permitting - Engineer	

EDB

20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	0 1 2 3 4 5
Comments: C+T will coordinate submittal process Internal QA+QC Review w. client & then submit Architect does additional check set to make sure no conflicts between electrical & mechanical & civil	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	0 1 2 3 4 5
Comments: Security - lines of site - security for building Pedestrian access between spaces Pedestrian ~~betw~~ access & vehicles Door location - high visibility markings, mirrors Ped access & safety plan Photometric Lighting clarity & uniformity Police Dept Review - ~~[illegible]~~ crime prevention thru environmental design	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: BRIDGET KLAN (Please print) Dept.: CRA P+Z

Signature: Bridget Klan Date: 10/20/2016

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

Company Name: **The Milcor Group**

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
1. What challenges do you see with this project?	0 (1) 2 3 4 5
Comments: Project coordination - plans consistent	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	0 (1) 2 3 4 5
Comments: Schedule v details QC policy time frame v schedule	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	0 (1) 2 3 4 5
Comments: ~~[illegible]~~/MILCOR - project engineer construction inspectors	

Miller

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	0 (1) 2 3 4 5
Comments: 3 ENGINEERS IN OFFICE - 3 REVIEWS RESPONSIVENESS IN TURNING REPORTS AROUND CONTRACTOR REVIEWS	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	0 (1) 2 3 4 5
Comments: COVERED WALKWAYS	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: Bridget Klein (Please print) Dept.: CRA / PIZ

Signature: Bridget Klein Date: 10/20/2016

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

Company Name: **Architectural Building Corp**

Instructions to Evaluator: Listen attentively to the responses. Complete a separate evaluation form for each firm presenting. Each question must be assigned a On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

A	B
Questions	Maximum Points Independent Review
1. What challenges do you see with this project?	0 1 2 3 4 5
Comments: Can you do project with budget?	
2. How do you propose to keep cost down for the structure and meet quality and timeline goals?	0 1 2 3 4 5
Comments: simplify structure Value Engineering external shell selection of exterior shell design of building is 50 years but will it last? construction related - cost increasing demand for labor high + increase in price.	
3. How do you propose to coordinate Engineer, architect and City? Who will be your main contact (name & title) during construction and to handle day to day issues?	0 1 2 3 4 5
Comments: Architect - main contact coordination implemented through end users + design team	

Page

 # 20160160 Design Services for the New Maintenance Building at Prineville

Question & Answer (Q&A) Sheet Committee

4. Pertaining to quality control, what is your review process to ensure the submittal packet is complete for site plan review, who will be checking off and following up on accuracy. How much time have you allotted for corrections or revisions for site plan review?	0 1 (2) 3 4 5
Comments: ~~site~~ SPRC civil ENGINEER & MECHANICAL site plan details enough to get comments & collect input communication	
5. What is in your proposal to provide greater physical connectivity between the buildings? What would you propose to facilitate employee safety as they move to and from the work place and parking areas?	0 1 2 (3) 4 5
Comments: INDUSTRIAL SITE W. SPECIFIC ISSUES FOR PEDESTRIAN & FLOW REDUCE RISK & UNSAFE ENVIRONMENT CROSSWALK ACCESSIBILITY FOB SECURITY LIGHTING DESIGN TO AVOID OPPORTUNITIES FOR PEOPLE TO HIDE	

The point values entered above reflect my best independent judgment of the merits of the identified firm's responses.

Committee Member: BRIDGET KEAN (*Please print*) Dept.: CRA / PRZ

Signature: Bridget Kean Date: 10/20/2016

RFP # 20160160 Design Services for the New Maintenance Building at Prineville

Respondent: Architectural Building Corporation

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

RECEIVED

OCT 10 2016

Procurement Management Department

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 10/4/16

RFP # 20160160 Design Services for the New Maintenance Building at Prineville

Respondent: Bentley Architects & Engineers

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

RECEIVED

OCT 10 2016

Procurement Management Department

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 10/4/16

RFP # 20160160 Design Services for the New Maintenance Building at Prineville

Respondent: EDB

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

RECEIVED

OCT 10 2016

Procurement Management Department

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 10/4/16

RFP # 20160160 Design Services for the New Maintenance Building at Prineville

Respondent: The Miller Group

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

RECEIVED

OCT 10 2016

Procurement Management Department

Instructions to Evaluator: Review Instruction sheet. Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kean (*Please print*) Dept.: CRA

Signature: Bridget Kean Date: 10/4/16

RFP # 20160160 Design Services for the New Maintenance Building at Prineville
Respondent: Architectural Building Group

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
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: Rich Schoenborn (*Please print*) Dept.: 4SD

Signature: [signature] Date: October 3, 2016

RFP # 20160160 Design Services for the New Maintenance Building at Prineville

Respondent: Bentley Architects & Engineers, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
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: Rich Schoenborn (*Please print*) Dept.: USD

Signature: Date: 10/3/2016

RFP # 20160160 Design Services for the New Maintenance Building at Prineville
Respondent: EDB Architects & Assoc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 (4) 5	0 1 2 3 4 5
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: Rich Schoenborn Dept.: USD
(*Please print*)

Signature: [signature] Date: 10/3/2016

RFP # 20160160 Design Services for the New Maintenance Building at Prineville

Respondent: Milcor Group, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
D. Assigned Staff Experience (Question 4 & 5)	10	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Company Experience/History (Question 6 & 7)	8	0 1 2 3 4 5	0 1 2 3 4 5
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: Rich Schoenborn (*Please print*) Dept.: USD

Signature: [signature] Date:

E-Bid Reply Sheet/Questionnaire #20160160

Design Services for the New Maintenance Building at Prineville

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 **26** day of **September**, 2016

The MilCor Group, Inc.
Name of Organization / Proposer

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   10975 S.E. Federal Highway
   Hobe Sound, FL 33455
   Phone: 772-223-8850
   Fax: 772-223-8851
   melissac@themilcorgroup.com
   Contact: Melissa G. Corbett, P.E.

   Total number of staff for your firm within the Treasure Coast? **8**

   Total number of years your firm has been in this type of business? **8**

2. Is your firm a Certified Minority Business (yes or no)? **Yes**

3. Will your firm accept payment by Credit Card (yes or no)? **Yes**

4. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other
Melissa Corbett MilCor	President	20 Years	Florida Board of Professional Engineers		Certified Minority Business Enterprise (MBE)
Aaron Stanton MilCor	Senior Engineer	10 Years	Florida Board of Professional		

Truth In Negotiation form

			Engineers		
Alex Trovato MilCor	Designer	27 Years		NPDES Inspector	
Kim Little MilCor	Permit Expediter	10 Years			
Niki Norton N2 architecture	President	20 Years	National Council of Architectural Registration Boards (NCARB) Licensed IN, FL, GA, MA, NY, NE, OH, TN & TX	US Green Building Council LEED Accredited Professional (AP)	Certified Minority Business Enterprise (MBE) Woman Owned Business (WOB) Energy Star Partner Program Provider
Walter D. Kot N2 architecture	Architect	17 Years	National Council of Architectural Registration Boards (NCARB) Licensed FL	Green Building Council LEED Accredited Professional (AP)	
David Wojcieszak Wojcieszak & Assoc.	President	34 Years	Registered Mechanical Engineer, State of Florida (1985) – #FL32091 Registered Electrical Engineer, State of Florida (1982) - #FL32091 Certified LEED Accredited Professional – March 2009 to present Qualified Commissioning Professional (QC_xP) – 2007 to present Certified in Indoor Air Quality – 1992 Licensed Electrical Contractor, State of Florida (1982-2006) - #519		
Lynne Crossan	Plumbing	29 Years			Professional

Wojcieszak & Assoc.	Designer				Training: Masonry Contractor's License – Martin County since 1990 Masonry Contractor's License – St. Lucie County since 1990 Masonry Contractor's License – City of Port St. Lucie since 1990
Tim McConkey Wojcieszak & Assoc.	Electrical Designer	20 Years			Professional Training: Illuminating the Outdoor Environment – October 2013 SKM Power Tools – Dapper, Captor, Arc Fault, TMS – 2008 Sensor Switch – Technology Center Training Program – 2007 Kurt Versen – Down-Lighting Conference - 2002 Electronic House Expo and Workshops - 2000, 2001 Surge Suppression Electrical Transients Seminar – 2000 Advanced HomeWorks Interactive Training 1999

5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to designing, permitting of multi-use, pre-engineered metal building systems.

Staff Name	Company	Project Name & Description	Project Owner and Telephone Number
Corbett, Trovato, Little	MilCor	Treasure Coast Wildlife Center Already built a maintenance building on their new property loated on Citrus Build. In Martin County. Just submitted for site plan approval for a main Welcome Center. Both buildings are pre-engineered metal buildings. Services included all civil-site design and coordination of other consultants.	Dan Martinelli, (772) 286-6200
Niki Norton	N2 architecture	Florida Power + Light Shooting Center Architectural services for the new FPL Shooting Center including offices and work rooms, conference rooms, kitchen, breakroom, classrooms, gun cleaning room, ammo and weapons storage rooms, and range.	Aaron Wojcieszak Commercial Contracting Division, Inc. (772) 220-3488
Walter D. Kot	N2 architecture	Martin County Bathtub Beach Improvements Design services for the new storage facility and Bathrooms at Bathtub Beach including men's and women's multiuse restroom and storage bay.	Joe Capra CapTech Engineering (772) 692-4344
Melissa Corbett, Alex Trovato David Wojcieszak, Tim McConkey, Lynne Crossan,	MilCor Wojcieszak and Associates	Martin County Sheriffs Storage Building project involved design, permitting and construction of a new pre-engineered metal storage building located on the sheriff's compound.	George Drama P.E. 772-463-2837
Melissa Corbett, Alex Trovato Lynne Crossan, David Wojcieszak, Tim McConkey	MilCor Wojcieszak and Associates	Martin County EMS / Sheriff hangars - project involved the coordination of a large group of professional consultants for the Martin County Capital Projects Department to design, permit and construct two new pre-engineered metal buildings for helicopter hangars located on Witham Field – one for EMS and one for the Sherriff's Department, including structural, MEP, signage, striping, and lighting for the helipad layouts, an Airport Noise Study to determine the impacts of the new hangars, civil-site, and FAA permitting.	Scott Atkinson 772-288-5916

6. List Design/Permitting Projects including pre-engineered metal building systems awarded by other government agencies, to your firm in past 5 years that were similar to this scope of this project.

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
St. Lucie County Waveland Beach	September 16, 2016	Restroom Building Design services for the new bathroom facility including men's and women's facilities for St. Lucie County.	No	$13,400
Martin County Citrus Grove Community Park Design	October 25, 2012	Architectural, Mechanical Engineering, Electrical Engineering, and Plumbing services for structures, including concession stands, restrooms, maintenance building and picnic pavilions.	Yes	$11,900 + $16,000
Savanna Club Community Center	May 6, 2013	Architectural services for the new 14,500 sqft Community Center for The Savanna Club including banquet hall, commercial kitchen, meeting rooms, gym and locker rooms.	Yes	$55,500.00
Palm Beach Police Department HVAC		Mechanical Engineering Electrical Engineering Plumbing	No	$30,000
Martin County Jail Medical Facility		Mechanical Engineering Electrical Engineering Plumbing	No	$21,000
			Total Amount	$147,800

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

Please submit Form 330 in a separate file, preferably .pdf

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
Emailed answers to questions	9-20
No Addenda found	

CERTIFICATION:

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

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

Signature

President
Title

Balance of Page Intentionally Left Blank)

State of Florida

Minority, Women & Service-Disabled Veteran

Business Certification

The MilCor Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

January 15, 2016 to January 15, 2018

Torey Alston, Executive Director

Florida Department of Management Services
Office of Supplier Diversity

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.
The MilCor Group, 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.)
10975 SE Federal Highway

Requester's name and address (optional)
City of Port St. Lucie Utilities Systems Dept
121 SW Port St Lucie Blvd.
Port St. Lucie, Florida 34984

6 City, state, and ZIP code
Hobe Sound, FL 33455

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 - 2 9 5 9 4 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 ▶ Date ▶ 9-20-16

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 9/20/2016

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
FLORIDA DESIGN INSURANCE LLC
4707 W Gandy Blvd Ste 15
Tampa, FL 33611

CONTACT NAME: Tammy K. Johnson
PHONE (A/C, No, Ext): (813) 600-5379 FAX (A/C, No): 813-374-7962
E-MAIL ADDRESS: tjohnson@floridadesigninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Insurance Co	11000
INSURER B: Liberty Insurance Underwriters	19917
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The MilCor Group, Inc.
10955 S.E. Federal Highway
Hobe Sound, FL 33455
772-223-8850

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 X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			39SBMUN3375	8/18/2016	8/18/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			39UECHV5872	12/16/2015	12/16/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	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		39WECCD9319	7/1/2016	7/1/2017	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
B	Professional Liability			AEENYAA7ARY002	9/16/2016	9/16/2017	$2,000,000 Each Claim $2,000,000 Annual Aggr.	

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

CERTIFICATE HOLDER

For Information Purposes

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

Tammy K. Johnson

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State of Florida

Board of Professional Engineers

Attests that

Melissa G. Corbett , 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: **228201722331**

P.E. Lic. No:
59292

State of Florida

Board of Professional Engineers

Attests that

The MilCor Group, 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: 228201703150

CA Lic. No: 28246

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Section 287.087 hereby certifies that The **MilCor Group, 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

September 20, 2016
Date

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160160
Design Services for the New Maintenance Building at Prineville.

STATE OF FLORIDA §

COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant **Melissa G. Corbett** who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160160 Design Services for the New Maintenance Building at Prineville.**

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

The MilCor Group, Inc.
Name of Firm

By: **Melissa G. Corbett, President**

The foregoing instrument was acknowledged before me by Melissa G. Corbett

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 20 day of Sept, 2016.

(SEAL)

Signature

KIM LITTLE
MY COMMISSION # EE 847002
EXPIRES: October 28, 2016
Bonded Thru Notary Public Underwriters

Kim Little
Notary Name (typed or printed)

CHECKLIST
BID # 20160160
Design Services for the New Maintenance Building at Prineville

Name of Bidder: **The MilCor Group, 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 #20160160 with proper signatures upload to DemandStar
- X Certified Minority Business Certificate (if applicable)
- X Required W-9 uploaded to DemandStar
- X Copy of Insurance Certificate in accordance with the E-Bid documents uploaded to DemandStar
- X Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- X Drug-Free Workplace Form uploaded to DemandStar
- X Truth in Negotiation uploaded to DemandStar
- X Copy of the Checklist uploaded to DemandStar
- X Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160160
- X Have reviewed the Contract and accept all City Terms and Conditions
- X 330 Form uploaded to DemandStar

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1.	TITLE AND LOCATION *(City and State)*:	Design Services for the New Maintenance Building at Prineville
2.	PUBLIC NOTICE DATE:	August 2016
3.	SOLICITATION OR PROJECT NUMBER:	Bid #20160160

B. ARCHITECT-ENGINEER POINT OF CONTACT

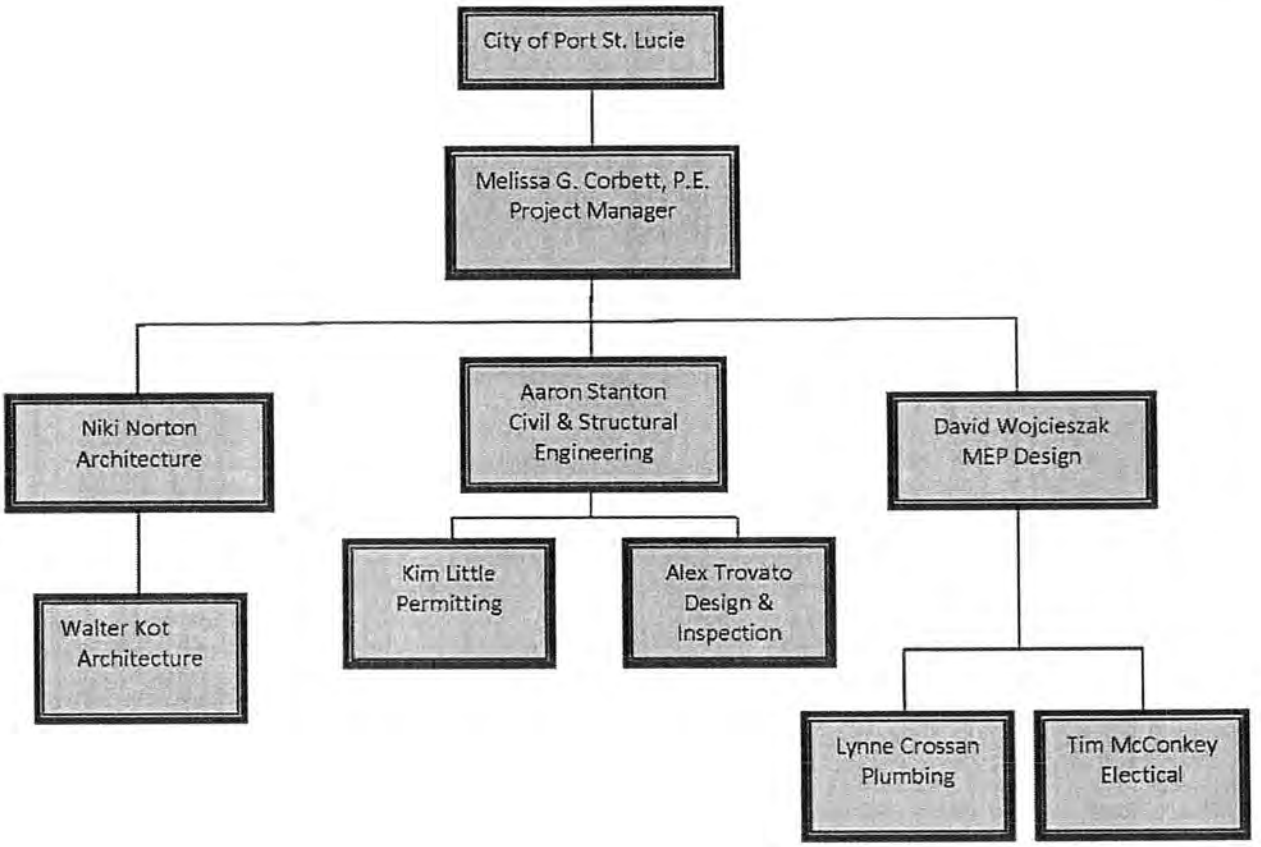
4.	NAME AND TITLE:	Melissa G. Corbett, P.E., President
5.	NAME OF FIRM:	The MilCor Group, Inc.
6.	TLEPHONE NUMBER:	772-223-8850
7.	FAX NUMBER:	772-223-8851
8.	E-MAIL ADDRESS:	melissac@themilcorgroup.com

C. PROPOSED TEAM

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

9a.	PRIME:	Yes
9a.	FIRM NAME:	The MilCor Group, Inc.
9a.	IF BRANCH OFFICE CHECK HERE:	No
10a.	ADDRESS	10975 SE Federal Highway, Hobe Sound, FL 33455
11a.	ROLE IN THIS CONTRACT	Project Manager / Civil & Structural Engineer
9b.	SUBCONTRACTOR (CHECK HERE):	Yes
9b.	FIRM NAME:	N2 architecture + design, Inc.
9b.	IF BRANCH OFFICE CHECK HERE:	No
10b.	ADDRESS	2081 SE Ocean Blvd #1a, Stuart, FL 34996
11b.	ROLE IN THIS CONTRACT	Architect
9c.	SUBCONTRACTOR (CHECK HERE):	Yes
9c.	FIRM NAME:	Wojcieszak and Associates
9c.	IF BRANCH OFFICE CHECK HERE:	No
10c.	ADDRESS	833 SE 5th St. Stuart, FL 34994
11c.	ROLE IN THIS CONTRACT	Mechanical, Electrical, Structural Engineers

D. ORGANIZATIONAL CHART OF PROPOSED TEAM - *Below*



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
Melissa G. Corbett, P.E.	Project Manager	20	8

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

The MilCor Group, Inc.

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
University of Central Florida / BSCE / Civil Engineering	Florida Professional Engineer

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

Publications: Wastewater Treatment Plant Residuals: Disposal Constraints Lead To Creative Alternative Disposal Options (2001 & 2002) Awards: 2001 Young Engineer of Year, Florida Engineering Society Treasure Coast Chapter; 2003 Young Engineer of the Year, Florida Engineering Society (State Level) Organizations: FES, FWEA, AWWA, NSPE

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Old Palm City Retrofit, Palm City, Florida	2008	2010

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — *NO* Check if project performed with current firm

Worked for Martin County Office of Water Quality to prepare construction plans for restoring wetlands located within the southern portion of Old Palm City development to provide additional water quality and flood protection to the neighborhood. Estimated cost $150,000.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Bridge Road Box Culvert – Hobe Sound, Florida	2008	2014

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — *NO* Check if project performed with current firm

Project Manager responsible for design of a new culvert crossing under Bridge Road at Flora Avenue, including hydraulic sizing, permitting, and the addition of a west bound turn lane from Bridge Road onto Flora Ave. Estimated cost for design and permitting $40,000.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Stuart Beach Expansion, Stuart, Florida	2007	2014

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — *NO* Check if project performed with current firm

Project Manager / Engineer responsible for coordinating with a large group of professional consultants including surveyors, environmentalists, land planners, landscape architects, and engineers. Project involves parking expansion, lighting, irrigation, and utilities extension to an existing beachfront park. Estimated cost for design and permitting $35,000.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Indian RiverSide Park Floating Dock, Jensen Beach, Florida	2002	2003

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — *NO* Check if project performed with current firm

Project Manager/Engineer responsible for adding nine floating dock slips at Indian RiverSide Park. The original fixed dock is approximately 6-feet above mean high water and the County wished to have a dock assessable by small recreational boats. Estimated cost for design and permitting $45,000.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Langford Landing, Jensen Beach, Florida	2010	Under Constructed

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

Project Manager/Engineer for 55 acre site including dock system, water, sewer, stormwater, irrigation, extensive offsite stormwater coordination of all other consultants. Design and permitting $150,000.

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
Aaron Stanton, P.E.	Engineer of Record – Civil Design	14	1

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

The MilCor Group, Inc.

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Ocean Engineering – Florida Atlantic University – Dec. 2002	Florida Professional Engineer

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

Organizations: FES, FWEA, FSA, AWWA, NSPE

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
South Florida Shooting Center, Palm City, FL	2016	Not Yet

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

Project Engineer responsible for the design, permitting and construction of cart barns and a maintenance building within the existing shooting club, west of I-95 and north of SR-714 (Martin Hwy). The existing site consists of a clubhouse and parking and 8 trap and skeet shooting fields on 42.5 acres within a larger owned tract. The improvements also include resurfacing an existing driveway, stabilizing a road to the proposed maintenance building and constructing utilities to the new buildings. Also upgraded the club's water system, and addressed erosion issues at the entrance related to previous design having slopes too steep on a canal bank. Design Costs $72,500.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Pennock Preserve, Jupiter, FL	2015-2016	Under Construction

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

Project Engineer responsible for design, permitting and construction oversight of a Planned Unit Development of 127 single family units in 3 phases encompassing nearly 303 acres in south Martin County, west of Jupiter. Multiple wetlands in and around the site are preserved in place to provide a community blended with its natural environment. Offsite improvements included turn lanes and sidewalks on both side of the road. Design costs: $137,000

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Treasure Coast Wildlife Center, Palm City, FL	2016	Not Yet

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

Project Engineer responsible for design, permitting and construction services / certificiation for stormwater management, roadway, parking, pre-engineered metal Visitor's Center, and well/septic design at Treasure Coast Wildlife Center. Although the site encompasses 20 acres, the vast majority is being left natural as it is a WILDLIFE center, therefore, the key component was creating something built that fits into the natural environment. No design costs – charitable donation

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Langford Landing, Jensen Beach, Florida	2010	Under Construction

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

Project Engineer for 60 lot subdivision that includes a 60-slip marina and off-site associated roundabout. Project including dock system, water, sewer, stormwater, irrigation, extensive offsite stormwater coordination of all other consultants. Design and permitting $150,000.

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
G. Alex Trovato	Engineering Designer	27	8

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

The MilCor Group, Inc.

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Computer Science Degree – New England Technical Institute – June 1992	

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

"Recognition of Appreciation for Contribution to Project" from the City of Stuart for Sailfish Circle design.

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Christ Fellowship, Stuart, FL	On-going	Ph 1 - 2015

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

Designer on a 322 acre church site in Martin County, including extensive off-site utility extension and reconfiguration. Project involves relocation of an existing master meter serving South Fork High School, working with the school board to obtain easements and extension of two miles of water and sewer mains. Additionally, a comparable usage study has been conducted to determine anticipated water and sewer usage at the new facility . Responsible for design, permitting and construction inspection for all utility-related facets of the project. Approximate cost for design and permitting $200,000.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Frasier Creek Water & Force Main Crossings, Stuart, FL	2006	2007

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — *NO* Check if project performed with current firm

Designer for an aerial water main and subaqueous force main crossing of Frazier Creek. The water main has been attached to the existing Florida Department of Transportation Bridge crossing U.S. Highway #1. The force main was challenging and required a great deal of coordination with City staff due to obstructions constructed in the City's Utility Easement. Responsible for design, permitting, and construction inspection. Approximate cost for design, permitting and construction inspection $29,000

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Sunset Bay Marina and Anchorage, Stuart, Florida	2009	2010

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

Designer and construction inspector responsible for redevelopment of an existing parcel including a restaurant and harbormaster building, with large marina complex. Project required extensive coordination with the City of Stuart for redevelopment of the utility infrastructure. Approximate cost for design, permitting, and construction $195,000.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Langford Landing, Jensen Beach, Florida	2010	Currently Under Construction

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

Designer for a residential community consisting of (60) lots and a community marina. Site design includes a dry retention stormwater management system, large preserve areas surrounding the property, full privately-owned marina, redevelopment / design of an off-site traffic circle, water distribution system, gravity sewer collection system, lift station, and off-site forcemain extension. This site was challenging due to the topography. The elevations range from 7.0 to 45.0 feet NGVD. Design and permitting $150,000.

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
Kim Little	Permit Expediter	10	1

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

The MilCor Group, Inc.

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Associate of Arts in Business Administration	

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

Organizations: FES, FWEA, FSA, AWWA, NSPE

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Florida Power & Light Company Expansions	2012- 2015	Various years

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — NO Check if project performed with current firm

Permit Management of numerous FP&L electrical substation expansion projects located in St. Lucie, Indian River, Martin and Lee counties. Responsible for obtaining the required municipality site and building permit approvals; stormwater drainage permit approvals, including South Florida Water Management District, Southwest Florida Water Management District and St. John River Water Management District; and construction certification in accordance with each agency. This process also included right-of –way permitting from various entities for the extension of the transmission lines from the St. Lucie Nuclear Plant to serve the expansions. Due to client budget and construction timing constraints (approaching hurricane season) permitting was super-expedited and the projects were completed on time and within budget.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Crosstown Parkway, Port St. Lucie, FL	2014	2015

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — NO Check if project performed with current firm

Permit expediter for the platting and right-of-way permitting requirements for the construction of a 10 mile n east-west six lane parkway through the heart of City of Port St. Lucie designed to ultimately connect the northern Tradition communities with the U.S. 1 Highway. All phases of this project have been completed except the final segment consisting of the bridge crossing the North Fork of the St. Lucie River. Work effort included property acquisition assistance.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Treasure Coast Wildlife Center, Palm City, FL	2016	Not Yet

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

Permit Expediter a pre-engineered metal Visitor's Center at Treasure Coast Wildlife Center. Although the site encompasses 20 acres, the vast majority is being left natural as it is a WILDLIFE center, therefore, the key component was creating something built that fits into the natural environment. No design costs – charitable donation

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Port St. Lucie Public Works Projects Port St. Lucie Florida	Various years	Various years

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — NO Check if project performed with current firm

Permit expediter for several City of Port St. Lucie LAP funded sidewalk and pedestrian crossing projects throughout the City including: Cashmere Boulevard, Darwin Boulevard, Rosser Boulevard, Savona Boulevard and Bayshore Boulevard. Work effort included right-of-way permitting in compliance with FDOT regulations.

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
Melissa G. Corbett, P.E.	Project Manager	X	X	X	X	X	X	X	X	X	X
Alex Trovato	Engineering Designer & Inspector	X	X	X	X	X	X	X	X	X	X
Aaron Stanton	Engineer of Record			X	X		X	X		X	X
Kim Little	Permit Expediter			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	Martin County Airport Hanger Site Development	6	Pennock Preserve
2	Farm Road Bridge Replacement	7	Treasure Coast Wildlife Center
3	Fellsmere Regional Lake and Train Village	8	City of Stuart Sanitary Sewer Master Plan Design
4	Caulkins Water Farm	9	Florida Organic Aquaculture
5	Martin County Field Operations Utilities Design	10	Port St. Lucie Water Farm

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)*: **Martin County Airport Hanger Site Development, Martin County, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **2007**

22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2008**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **Martin County Engineering Dept.**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Randall Saumier**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(772) 288-5927**

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

This project involved the coordination of a large group of professional consultants for the Martin County Capital Projects Department to design, permit and construct two new pre-engineered metal buildings for helicopter hangars located on Witham Field – one for EMS and one for the Sherriff's Department, including structural, MEP, signage, striping, and lighting for the helipad layouts, an Airport Noise Study to determine the impacts of the new hangars, civil-site, and FAA permitting.

Team included MilCor and Wojcieszak

Cost $ 51,800

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

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

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

---

20. EXAMPLE PROJECT KEY NUMBER: **2**

21. TITLE AND LOCATION *(City and State)*: **Farm Road Bridge Replacement, Martin County, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **2008**

22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2010**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **Martin County Engineering Dept.**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Paul Bangs**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(772) 288-5927**

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

This project involved removal of an existing bridge (shown below) on Farm Road in Indiantown, Florida and design / permitting of a new canal crossing.

County staff originally requested a bridge replacement. Ms. Corbett and Mr. Trovato value-engineered the project as twin culverts in lieu of a new bridge. They worked closely with several underground contractors to determine the most cost effective way to address maintenance of traffic issues to keep both travel lanes open during construction.

Maintenance of traffic was complicated due to the high volume of agricultural truck traffic on this roadway. Services include design, permitting with South Florida Water Management, the Indiantown Citrus Growers, and the Army Corps of Engineers, and construction inspection.

Cost $ 51,200

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

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

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

20 EXAMPLE PROJECT KEY NUMBER: **3**

21. TITLE AND LOCATION *(City and State)*: **Fellsmere North Regional Lake and Train Village, Fellsmere, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**

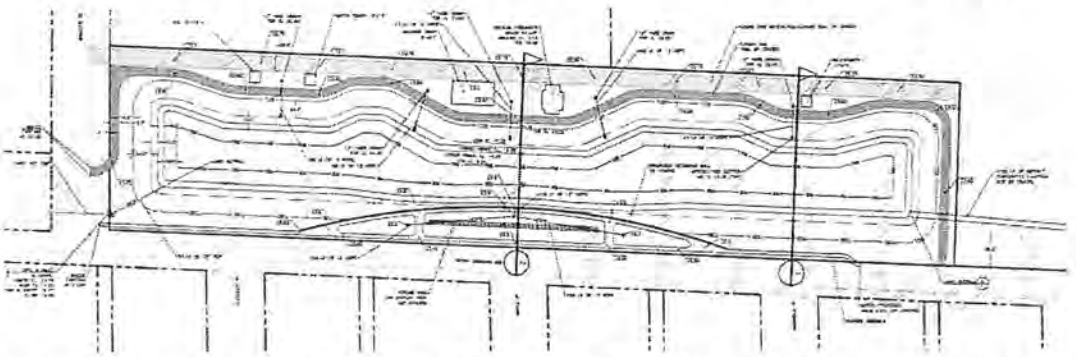
22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **Net yet under construction**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **City of Fellsmere**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Mark Mathes**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(772) 646-6315**

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



MilCor worked with both the Mirzam Group, owner of the Fountains of Fellsmere who is dedicating a parcel of land to the City of Fellsmere, and City staff, to design a regional lake to provide nutrient reduction and water quality credits for the City's Community Redevelopment Area (CRA). This project is currently out to bid.

We are now working for the City directly via our continuing services contract to place historic railroad buildings along the perimeter of the regional lake to create a unique place to walk / ride horses and feel like you've stepped back in time.

Services have included design and permitting of the lake, utilities to the new train village buildings, structural design coordination for new foundations for the old buildings.

Cost $ 36,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

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

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

20. EXAMPLE PROJECT KEY NUMBER: **4**

21. TITLE AND LOCATION *(City and State)*: **Caulkins Water Farm – Pilot & Expansion, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **Pilot – 2013; Expansion – 2016**

22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **Pilot – 2014; Expansion – 2017**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **George Caulkins**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Tom Kenny**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(772) 220-9717**

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

In August 2013, SFWMD approved the Water Farming Pilot Project known as "Caulkins", located in Indiantown, Florida, a public/private partnership with Caulkins Citrus Company. The Caulkins property is uniquely located adjacent to C-44, below the Okeechobee locks, but above the S-80 discharge facility. We were given one year to build the Pilot, but MilCor and our construction team had the project completed, certified, and operational in 16 weeks!

Since becoming operational in February 2014, this project has stored almost 38,000 acre-feet (12.5 BILLION gallons) of water taken from the C-44 canal across its 413 acre footprint, removing this water and its pollutants, Nitrogen and Phosphorus, from the basin and reducing discharges to the St. Lucie Estuary and Indian River Lagoon. Water Farming is an alternative water storage method.

MilCor is the Engineer of Record for the property, and is currently permitting the expansion of the existing 413 acre "pilot project", already operating successfully on a portion of the fallow citrus groves, to its entire 3,000 acre property. Based on scientific monitoring, it can be estimated that approximately 100,000 ac-ft of water could be "harvested" from the C-44. The St. Lucie River Watershed Protection Plan estimated that 200,000 ac-ft of storage are needed within the basin to reduce discharge events by 90% annually. An expanded Caulkins satisfies 50% of that need.

MilCor got the go-ahead to begin design documents on June 1, 2016 to prepare construction plans for the expansion. As of June 30, 2016, the ERP application for the expansion was deemed complete. We have been coordinating with FDACS, who is managing the design requirements, to provide a complete package of water budget calculations and nutrient removal projections. The nutrient calculations involved analysis and review of GIS stormwater models and policies related to the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) for the Indian River Lagoon. We are still in the process of working with the Army Corps. We are also coordinating an Archeological Assessment and Ph 1/II on the expansion. We anticipate beginning construction in early October as that is when SFWMD construction funding dollars will be available, with a six month construction duration.

Cost Pilot - $ 29,100, Expansion - $198,000 (including Environmental Assessment, PhI/II, Archeological Assessments, etc.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

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

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

20. EXAMPLE PROJECT KEY NUMBER: **5**

21. TITLE AND LOCATION *(City and State)*: **Martin County Field Operations Utilities Design, Martin County, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **2008**

22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **Unknown**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **Martin County Engineering Dept.**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Gene Lemire**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(772) 288-5927**

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

This project scope includes working for the Martin County Engineering Department and the City of Stuart to design water and sewer service connections to existing and proposed metal buildings on county property located on the Witham Field. The City of Stuart is the Utility Provider for this area.

Cost $ 20,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

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

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

20. EXAMPLE PROJECT KEY NUMBER: **6**

21. TITLE AND LOCATION *(City and State)*: **Pennock Preserve, Jupiter, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **2016**

22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **Ph 1 completed 2016, Phases 2/3 – under construction**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **CalAtlantic Homes**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Philip Darling**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(954) 575-7345**

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

MilCor took over as Engineer of Record for Pennock Preserve, a Planned Unit Development of 127 single family units in 3 phases encompassing nearly 303 acres in south Martin County, west of Jupiter, as the previous engineer was having difficulty with the approval process. Our services have included value engineering the design, completing the permitting and construction oversight. Multiple wetlands in and around the site are preserved in place to provide a community blended with its natural environment. Offsite improvements included turn lanes and sidewalks on both side of the road. Water and sewer permitting involve two different agencies (the Town of Jupiter for water and Loxahatchee River District for sewer), and there is separate jurisdiction for the overall site approving agency (Martin County). Construction is complete for the first phase, and the second two are in permitting / some clearing has begun.

COST: $137,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

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

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

20. EXAMPLE PROJECT KEY NUMBER: **7**

21. TITLE AND LOCATION *(City and State)*: **Treasure Coast Wildlife Center, Palm City, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**

22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **2013 (first building), on-going**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **Treasure Coast Wildlife Center**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Dan Martinelli**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(772) 286-6200**

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

The whole MilCor staff is animal lovers, particularly Ms. Corbett, the president of the firm. MilCor is currently donating company time and resources for site plan approval of a new facility for the Treasure Coast Wildlife Center, which is a non-profit community institution, offering help for sick, injured and orphaned wild animal patients along with information and education for human residents and visitors. We also sponsor, volunteer and participate in fund-raising events.

In 2008, Ms. Corbett took over as Engineer of Record for the Wildlife's Centers future visit center project. To date, we have managed to build the first building – a metal pre-engineered workshop for construction of cages.

In early September 2016, we submitted a site plan modification to Martin County for the addition of a Visitor Center with associated parking. It is again a metal pre-engineered building. MilCor has taken the lead on coordinating all subconsultants.

Cost NONE – donated services to this wonderful non-profit

26. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

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

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

20. EXAMPLE PROJECT KEY NUMBER: **8**

21. TITLE AND LOCATION (*City and State*): **City of Stuart North and South Carolina Street Sanitary Connection Design and Sanitary Sewer Master Plan Design, Martin County, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **2007**

22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **First Phase – 2008, balance is on-going**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **City of Stuart**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Dave Peters**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(772) 288-1292**

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*: **The City of Stuart Sanitary Sewer Expansion Conceptual Design Report is a conceptual plan for providing sewer serve to all unserved areas within the City's service area. The report involved a review of the City's service area and wastewater collection system to determine where service is needed, and how to extend the service.**

The unserved areas where broken up into basins, with associated equivalent residential connections available in each basin. An engineer's opinion of probable cost for design and construction was also prepared, which broke the costs out by "City Backbone" and "Service to Users" costs. The cost estimates have been broken out by type of service (i.e. gravity, grinder, vacuum), and year of construction to illustrate the rapid change in construction costs.

Ms. Corbett has worked diligently with City staff to produce and present a PowerPoint Presentation of this report and the increased impact fees, prepared by Mr. Rob Ori, to the City Commission and general public. This project has been an on-going project, with the first phase of the expansion, North & South Carolina Low Pressure System, recently constructed. As a part of this phase, MilCor team members worked with the City Public Works Department to create Low Pressure standard designs.

Cost $ 62,500

27. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

20. EXAMPLE PROJECT KEY NUMBER: **9**

21. TITLE AND LOCATION *(City and State):* **Florida Organic Aquaculture, Fellsmere, FL**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **On-going**

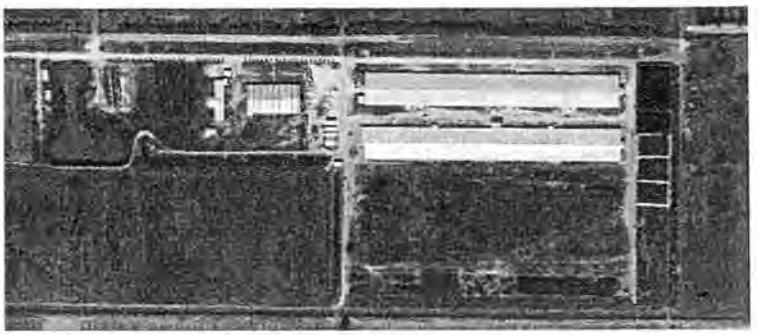
22b. YEAR COMPLETED - CONSTRUCTION *(If applicable):* **2015and on-going**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **FOA**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Oswald Sousa**

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(561) 718-3633**

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



Florida Organic Aquaculture is a closed-loop saltwater shrimp farm located in Fellsmere. MilCor took over as Engineer of Record and value-engineered the entire project to create a more natural stormwater management system which includes a good deal of overland sheet flow, in lieu of a great deal of piping. This modification saved the property owner several hundred thousand dollars in unnecessary piping, created a more natural system, and held additional water quality.

The second of four buildings, each pre-engineered barn being roughly 4 acres (150' wide x 1,200' long) in size, is currently under construction. Permitting agencies have included FDEP, FWCD, and the City of Fellsmere.

Cost $ 29,500

28. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

20 EXAMPLE PROJECT KEY NUMBER: **10**

21. TITLE AND LOCATION *(City and State)*: **Port St. Lucie Water Farm**

22a. YEAR COMPLETED - PROFESSIONAL SERVICES: **2015**

22b. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: **N/A**

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: **City of Port St. Lucie**

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: **Umesh Asrani**

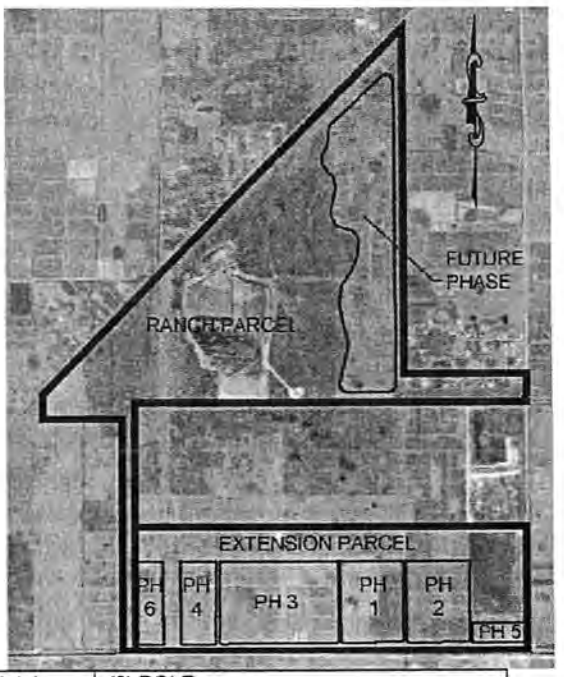
23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: **(772) 873-6426**

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

Based on the extraordinary success of the Caulkins Water Farm, described in Project 4, the City of Port St. Lucie requested MilCor to evaluate their 5,000 acres located immediately adjacent to the C-23 Canal at the border of Martin and St. Lucie Counties. MilCor prepared an Assessment of Water Farming on Agricultural Lands which included conceptual layouts for seven phases of water farm construction on their property.

At this time, the City is preparing to move forward with final design of Phase 1.

Cost $ 16,900



29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
The MilCor Group, Inc.	**Stuart, Florida**	**Civil Engineer**

H. ADDITIONAL INFORMATION

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

At the heart of MilCor is a small, but talented group of professionals dedicated to providing quality service to our clients.

The MilCor Group (MilCor) was founded in 2008 by Ms. Melissa G. Corbett, P.E., and is certified by the State of Florida as a minority, women owned consulting engineering firm. MilCor provides civil-site, roadway, structural, stormwater, utilities, agricultural engineering, construction inspection, and project management services. With a strong focus on cost and quality control, we continually strive to balance economic, environmental, and social responsibilities.

Engineering a Value-Driven Sustainable Environment

This is our mission statement; we also believe it is something much more important than that. Communities must continue to develop and evolve or they will stagnate. The goal of MilCor is to aid in creating a cost effective built-community that improves its natural surroundings. We continually amend our design standard details to improve nutrient removal and create low impact value driven development. Areas of focus are pervious pavement applications, rain gardens, alternative water supplies, recycling facilities – just to name a few.

We're the first to admit that we are not your typical civil engineering firm!

Ms. Corbett has created a positive team atmosphere at MilCor, where each team member is encouraged, accepted, and respected for his or her contributions, and where a sense of humor is always appreciated. Time off is highly encouraged, as it promotes mental health, and flexible work schedules allow staff to attend family events or take a pet to the vet for a check-up. This positive, pet-friendly environment has led to loyal employees who actually enjoy coming to work, are motivated to work harder and perform even better. Nothing relieves the stress of a difficult day like a dog kiss!

Ms. Corbett and Mr. Trovato, MilCor's designer, have worked together for over 18 years. One of our CAD technicians and our inspector have been with the team for over 10 years. Mr. Stanton has worked with the MilCor team for over 6 years; he was hand-selected last year to join the team as we knew he would fit well and he was looking for a permanent work-home.

Low overhead and talented staff allows MilCor to deliver the best product/price!

MilCor currently has a Quality Assurance Plan and Budget and Schedule Measures Plan that all projects adhere to, a copy of each is attached. MilCor has resources available to begin work immediately and will happily work with Okeechobee County to establish a mutually-acceptable schedule.

Team Effort added with Clear and Frequent Communication is the Key to Success

There is no such thing as the perfect set of construction plans. Anyone who claims to be perfect is truly misguided! ***MilCor believes in a Team Effort with effective and frequent communications with the client, regulatory agencies, affected public, and design/construction team is essential to keeping a project on-time and within budget.*** All of our team members are readily available for questions and client concerns. If a quick answer is required, rest assured that you can easily reach Ms. Corbett or any of her support staff for any and all problems and issues. We also take a close, hands-on approach to projects and enjoy working in the field with the client, consultants and contractors throughout the design and construction process.

We encourage the City to follow up with our clients to understand our Client Satisfaction Based Work. Below are a few references:

Caulkins Water Farm
Tom Kenny tomseabranch@aol.com 772-486-5117
Seabranch Management, Inc.
8340 S. E. Fazio Drive, Hobe Sound, Florida 33455

City of Port St. Lucie Water Farm
Umesh Asrani, P.E. UAsrani@cityofpsl.com 772-873-6426
City of Port St. Lucie Utility Systems Dept.
900 SE Ogden Lane, Port St. Lucie, Florida 34983

Treasure Coast Wildlife Center
Dan Martinelli danmartinelli@tcwild.org 772-286-6200
8626 SW Citrus Blvd, Palm City, Florida 34990

Square Grouper, Ft Pierce and Jupiter; Sunlight Ranch
Jim Burg jburg@squaregrouper.net 561-718-9980
7929 S. W. Jack James Drive, Stuart, Florida 34997

Bubbles Express Wash
Mike Rosenberg mike@bubblesautowash.com 772-708-6180
2160 NW Federal Hwy, Stuart, FL 34994

Kai Kai Farm
Carl Frost carl@kaikaifarm.com 772-597-1717
8006 SW Kanner Hwy, Indiantown, FL 34956

Christ Fellowship, Stuart Campus
Pastor Leo Abdella leoa@cftoday.org 561-308-2255
Real Estate Development, Christ Fellowship
5343 Northlake Blvd, Palm Beach Gardens, FL 33418

CalAtlantic Homes (formerly Standard Pacific)
Philip Darling philip.darling@calatl.com 954-575-7345
825 Coral Ridge Drive, Coral Springs, FL 33071

Meritage Homes
Glen A. Tulk glen.tulk@meritagehomes.com 480-205-0220
1127 Gateway Blvd., Boynton Beach, FL 33426

Ocean Master Boats Manufacturer & Burt Reynold's Property
Jeff Collins, Collins Development jjc@collinsdev.com 561-371-7024
11380 Prosperity Farms Road, Suite 209A, Palm Beach Gardens, FL 33410

9. **AUTHORIZED REPRESENTATIVE**
The foregoing is a statement of facts.

30. SIGNATURE OF AUTHORIZED REPRESENTATIVE

31. DATE SIGNED — September 26, 2016

32. NAME AND TITLE OF SIGNER — Melissa G. Corbett, P.E., President

ARCHITECT-ENGINEER QUALIFICATIONS

PART II - GENERAL QUALIFICATIONS

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

1. SOLICITATION NUMBER: Bid #20161060

2a. FIRM NAME: The MilCor Group, Inc.

2b. FIRM STREET: 10975 SE Federal Highway

2c. FIRM CITY: Hobe Sound

2d. FIRM STATE: Florida

2e. FIRM ZIP CODE: 33455

3. YEAR ESTABLISHED: 2008

4. DUNS NUMBER: 828569488

5a. OWNERSHIP - TYPE: Corporation

5b. OWNERSHIP - SMALL BUSINESS STATUS: Small / Woman-Owned Certified Firm

6a. POINT OF CONTACT NAME AND TITLE: Melissa G. Corbett, P.E. - President

6b. POINT OF CONTACT TELEPHONE NUMBER: 772-223-8850

6c. POINT OF CONTACT E-MAIL ADDRESS: melissac@themilcorgroup.com

7. NAME OF FIRM *(If block 2a is a branch office)*: N/A

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER
Engineering & Water Resources, Inc.	2000	Unknown

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c(1). No. of Employees - Firm	c(2). No. of Employees - Branch
12	Civil Engineer	2	0
23	Environmental Engineer	1	0
57	Structural Engineer	1	0
15	Construction Inspector	2	0
58	Technician / Analyst	1	0
08	CADD Technician	2	0
02	Administrative	2	0

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index below)
A05	Airport Lighting	1
A06	Airport Hangars	1
B02	Bridges	1
C07	Coastal Engineering – Docks, Marinas	1
C18	Cost Estimates	1
D01	Dams – Concrete	1
D02	Dams, Dikes – Earth and Rock	1
F05	Forensic Engineering	1
H07	Streets, Helipads, Parking Lots, Traffic Calming	3
I06	Irrigation and Drainage	2
R04	Parks, Floating Docks	1
R11	Flood Control	2
S04	Sewage Collection Systems	2
S13	Stormwater Systems	2
T03	Traffic Studies	1
W02	Water Use and Hydrology	3
W03	Water Distribution	2

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,00
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

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

	2013	2014	2015	2016 YTD
11a. Federal Work:	0	0	0	0
11b. Non-Federal Work:	3	3	4	4
11c. Total Work:	3	3	4	4

12. AUTHORIZED REPRESENTATIVE. The foregoing is a statement of facts.

12a. SIGNATURE:

12b. DATE SIGNED: September 26, 2016

Google Maps

10975 Southeast Federal Highway to 121 Southwest Port Saint Lucie Boulevard

Drive 20.5 miles, 34 min

The Milcor Group

10975 Southeast Federal Highway

Hobe Sound, FL 33455

1. Head north on US-1 N/NW Federal Hwy toward SE Church St
   Continue to follow NW Federal Hwy

17.1 mi

2. Use the left 3 lanes to turn left onto SE Port St Lucie Blvd

0.3 mi

3. Continue straight to stay on SE Port St Lucie Blvd
   Destination will be on the right

3.1 mi

121 Southwest Port Saint Lucie Boulevard

Port St. Lucie, FL 34984

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route

E-Bid Reply Sheet/Questionnaire #20160160
Design Services for the New Maintenance Building at Prineville

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 23rd day of September, 2016

Edlund, Dritenbas, Binkley Architects & Associates, P.A. (aka EDB Architects)
Name of Organization / Proposer

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

Location: **65 Royal Palm Pointe, Ste D, Vero Beach, FL 32960**
Telephone: **(772) 569-4320**
Fax: **(772) 569-9208**
Email: edbvero@bellsouth.net
Contact: **John Binkley**

Total number of staff for your firm within the Treasure Coast? **4**

Total number of years your firm has been in this type of business? **41**

2. Is your firm a Certified Minority Business (yes or no)? **No**

3. Will your firm accept payment by Credit Card (yes or no)? **No**

4. List all proposed person nel. (to include subcontractors) assigned to this project. including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other
John Binkley – EDB Architects	Principal Architect	29 Years	State of FL AR#9548	AIA	
Paul Dritenbas – EDB Architects	Principal Architect	40 Years	State of Fl. AR#9308	AIA, NCARB, LEED AP	
Eric Svoboda – Fort Pierce Engineering	President/Mechanical Eng / Plumbing Eng.	15 Years	PE#60982	PE, LEEP AP	
Timothy Trewyn - Fort Pierce Engineering	Vice President / Electrical Eng.	30 Years	PE#61580	PE	
Mike Luc – ML Engineering, Inc.	Structural Engineer – President	35 Years	PE#47520	PE, SI, SECB – Structural Engineering Certification Board	
Todd Rhoten – ML Engineering, Inc.	Project Manager	10 Years			
James Terpening, PE Culpepper and Terpening, Inc.	President Principal in Charge	39 Years	PE#24276:	LAP Training, EEO, DBE & Payroll; Building Information Modeling (BIM)	• Florida Engineering Society; • American Society of Civil Engineers; • National Professional Engineers Society; • American Water Works Association;
Stefan K. Matthes, PE Culpepper and Terpening, Inc.	Sr. Vice-President – Project Manager	34 Years	PE#38723	• LAP Training, EEO, DBE & Payroll; • FDOT Adv. Work Zone Traffic Control Certified; • DPFA	• Institute of Transportation Engineers; • Florida Engineering Society; • American Society of Civil Engineers;

				certified (Design Pedestrian Facilities for Accessibility) 2015; • FDOT ADA Roadway Design Course, 2103 (Roundabout Design); • FDEP Stormwater Certified;	

5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to designing, permitting of multi-use, pre-engineered metal building systems.

Staff Name	Company	Project Name & Description	Project Owner and Telephone Number
John Binkley James Terpening, PE. Stefan Matthes, PE	EDB Architects Culpepper & Terpening	St. Lucie County Fire District Administration & Maintenance Buildings Consisted of 30,059 SF two-story administrative office, a 21,159 SF maintenance and purchasing warehouse building, 6,000 SF vehicle storage, 753 SF generator building, 300 ft. tall communications antennae and vehicle fueling station. Generator Building to house (2) 600 KVA generators capable of providing power for the entire complex.	Chief Buddy Emerson, (772) 563-8120
Paul Dritenbas, James Terpening, PE. Stefan K. Matthes, PE	EDB Architects Culpepper & Terpening	Roela Tie Plant – Metal Office & Metal Railroad Tie Plant Buildings Project scope was a 17,900 metal Manufacturing Building and a 2,625 Administration Building also a metal structure. The scope also included a central work courtyard, integrate stucco, organic colors, ceramic tile, metal grills and columns, with a garden fence and 3-level landscaping to give the project curb appeal while softening the industrial image of the facility.	Roela Tie, Rusty Croley (720) 256-2617
John Binkley	EDB Architects	City of Vero Beach Operations & Maintenance Buildings The Operations Building was 8,750 SF and	City of Vero Beach, (772) 978-5151

		provided approximately 3,750 SF of air-conditioned space for admin offices, men and women's restrooms/locker rooms, plan room, lounge, field crew cubicles. Also included was 5,000 SF of unconditioned space for meter shop, water distribution, gravity sewer, and lift station, a 3,750 SF storage mezzanine, 5,000 SF pole barn, and 1,250 SF covered outdoor space for pipe storage was provided. Site work included a 40 parking space parking lot and some modifications to existing drainage system.	
Paul Dritenbas	EDB Architects	Indian River County Parks and Recreation Office & Maintenance Buildings Office Building was 3,626 SF and included Offices, 38-person Meeting Room, Conference Room, Break Room, and Restrooms. Maintenance Building was 1,924 SF and included Tool Storage, Mechanic Bay, and a Covered Break Area. Storage Bay Building was 3,080 SF and included 6 Bays and Restrooms.	David Fleetwood, (772) 589-9223
Paul Dritenbas	EDB Architects	Indian River County Utilities Admin & Maintenance Buildings Administration Building (11,453 Square Feet) Included: Offices, Conference Room, Multiple Meeting/Training Rooms, Emergency Operations Dispatch, Restrooms w/Showers & Lockers, Covered Outside Break Area, Inside Break Area, and File Room. Warehouse (22,326 Square Feet) Included: Purchasing Storage, Equipment Storage, Receiving & Dispensing Office, Storage Mezzanine	Indian River County, (772) 567-8000
Paul Dritenbas	EDB Architects	Indian River County agricultural Pavilion 20,000 Square Feet metal building that is an Emergency Management Center with a hardened structure within the building. Also includes a Kitchen, Restrooms, Storage Mezzanine	Indian River County, (772) 567-8000
Paul Dritenbas	EDB Architects	Rio Citrus Packing House 5,000 Square Foot Pre-engineered steel building.	Leo George (772) 299-1440

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.

2 Business name/disregarded entity name, if different from above
EDLUND, PRATENSIS, BINKLEY ARCHITECTS + ASSOC. P.A.

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.)
65 ROYAL PALM PTE STE D

Requester's name and address (optional)

6 City, state, and ZIP code
VERO BEACH FL 32960

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
59 - 2229071

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 ▶ Mary E. Date ▶ 6/24/16

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.

Client#: 1049074 EDLUNDRI

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/12/2016

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
USI Insurance Services, LLC,
1715 N. Westshore Blvd. Suite 700
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers Casualty & Surety Co	19038
INSURER C: Colony Specialty Ins Co	36927
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Edlund-Dritenbas-Binkley Architects
and Associates, P.A.
65 Royal Palm Pointe, Suite D
Vero Beach, FL 32960

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	X COMMERCIAL GENERAL LIABILITY	X	X	6802509L308	07/01/2016	07/01/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY	X		6802509L308	07/01/2016	07/01/2017	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		X	UB7082Y483	09/01/2016	09/01/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						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
C	Professional Liability			IAE1231505	06/10/2016	06/10/2017	$1,000,000 per claim $2,000,000 annl aggr.	

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

CERTIFICATE HOLDER

For Proposal Purposes

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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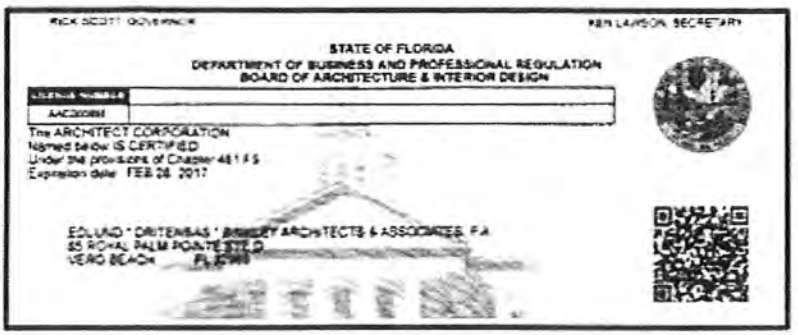
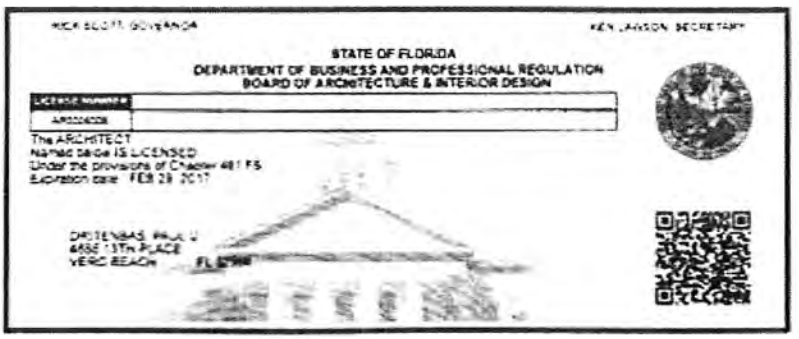
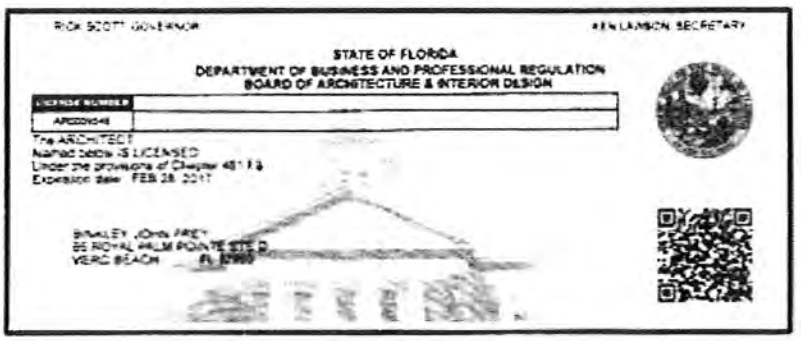
Florida Department of Professional Regulation Licenses


RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
LICENSE NUMBER
AAC000088
The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS
Expiration date FEB 28 2017
EDLUND * DRITENBAS * BINKLEY ARCHITECTS & ASSOCIATES, P.A.
85 ROYAL PALM POINTE STE D
VERO BEACH


RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
LICENSE NUMBER
AR0000008
The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS
Expiration date FEB 28 2017
DRITENBAS, PAUL J
4686 13TH PLACE
VERO BEACH


RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
LICENSE NUMBER
AR0000048
The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS
Expiration date FEB 28 2017
BINKLEY, JOHN FREY
85 ROYAL PALM POINTE STE D
VERO BEACH

EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.

State of Florida
Division of Corporations

State of Florida
Department of State

I certify from the records of this office that EDLUND-DRITENBAS-BINKLEY, ARCHITECTS AND ASSOCIATES, P.A. is a corporation organized under the laws of the State of Florida, filed on January 18, 1982.

The document number of this corporation is F61736.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 7, 2015, and its status is active.

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

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

Ken Detzner

Secretary of State

Authentication ID: CES265791113

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

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

EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.

State of Florida

Board of Professional Engineers

Attests that

M.L. Engineering, 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: 228201500266

CA Lic. No: 3662

Michael Anthony Lue
2030 37TH AVENUE
VERO BEACH, FL 32960

NOTICE

Pursuant to a change in Rule 61G15-22.006, F.A.C., FBPE no longer requires that continuing education be reported by the provider. Instead, licensees will be subject to a random audit no more than every four (4) years. If you are selected for the random audit, you must provide verification of four (4) hours of Area of Practice and four (4) hours of Florida Laws & Rules, all taken prior to February 28, 2015. Any CE hours taken after February 28, 2015 will result in a $100 delinquent fee and your license being placed in a delinquent status until the additional fee is paid.

State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Fort Pierce Engineering, Inc.
315 S. 7TH ST.
FORT PIERCE, FL 34950

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

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

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

State of Florida

Board of Professional Engineers

Attests that

Fort Pierce Engineering, 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: 228201701631

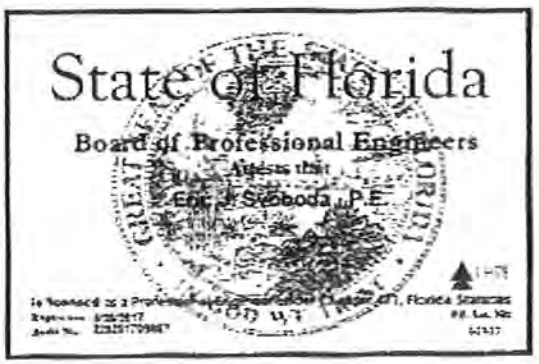
CA Lic. No:
28173

State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Eric J. Svoboda
174 SW GRIMALDO TERRACE
PORT ST. LUCIE, FL 349840000

NOTICE

Pursuant to a change in Rule 61G15-22.006, F.A.C., FBPE no longer requires that continuing education be reported by the provider. Instead licensees will be subject to a random audit no more than every four (4) years. If you are selected for the random audit, you must provide verification of four (4) hours of Area of Practice and four (4) hours of Florida Laws & Rules, all taken prior to February 28, 2015. Any CE hours taken after February 28, 2015 will result in a $100 delinquent fee and your license being placed in a delinquent status until the additional fee is paid.



State of Florida

Board of Professional Engineers

Attests that

Eric J. Svoboda, P.E.

FBPE

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

Expiration: 2/28/2017

Audit No: 228201709857

P.E. Lic. No: 60982

State of Florida

Board of Professional Engineers

Attests that

Timothy Charles Trewyn, P.E.

FBPE

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

Expiration: **2/28/2017**

Audit No: **228201713552**

P.E. Lic. No: **61580**

State of Florida

Board of Professional Engineers

Attests that

Culpepper & Terpening, 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: [illegible]

CA Lic. No. 4286

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

License No. LB4286
Expiration Date February 28, 2017

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

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

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

[illegible]

State of Florida

Board of Professional Engineers

Attests that

James Parker Terpening Jr., P.E.

FBPE

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

Expiration: 2/28/2017

Audit No: 228201717571

P.E. Lic. No: 24275

State of Florida

Board of Professional Engineers

Attests that

Stefan Karl Matthes , P.E.

FBPE

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

Expiration: 2/28/2017

Audit No: 228201714942

P.E. Lic. No: 38723

DRUG-FREE WORKPLACE FORM

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

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

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

3. Give each employee engaged in providing the commodities or Contractual services that are under 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

12 Sept 2016
Date

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160160
Design Services for the New Maintenance Building at Prineville.

STATE OF FLORIDA §

COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant John F. Binkley, AIA who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160160 Design Services for the New Maintenance Building at Prineville.**

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

Edlund, Dritenbas, Binkley Architects & Associates, P.A.
Name of Firm

By: ~~President~~ Treasurer

The foregoing instrument was acknowledged before me by JOHN BINKLEY

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 22nd day of SEPTEMBER, 2016

(SEAL)

Signature

MARY TATRO
Notary Name (typed or printed)

MARY TATRO
MY COMMISSION # FF 966253
EXPIRES: April 17, 2020
Bonded Thru Notary Public Underwriters

CHECKLIST
BID # 20160160
Design Services for the New Maintenance Building at Prineville

Name of Bidder: Edlund, Dritenbas, Binkley Architects & Associates, P.A.

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 #20160160 with proper signatures upload to DemandStar
- N/A Certified Minority Business Certificate (if applicable)
- √ Required W-9 uploaded to DemandStar
- √ Copy of Insurance Certificate in accordance with the E-Bid documents uploaded to DemandStar
- √ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- √ Drug-Free Workplace Form uploaded to DemandStar
- √ Truth in Negotiation uploaded to DemandStar
- √ Copy of the Checklist uploaded to DemandStar
- N/A Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160160
- √ Have reviewed the Contract and accept all City Terms and Conditions
- √ 330 Form uploaded to DemandStar

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Design Services for New Maintenance Building at Prineville

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
09/01/2016	E-Bid#20160160

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Paul Dritenbas and John Binkley, Principal Architects

5. NAME OF FIRM
Edlund, Dritenbas, Binkley Architects & Associates, P.A. Lic #AAC000886

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
(772) 569-4320	(772) 569-9208	edbvero@bellsouth.net

C. PROPOSED TEAM

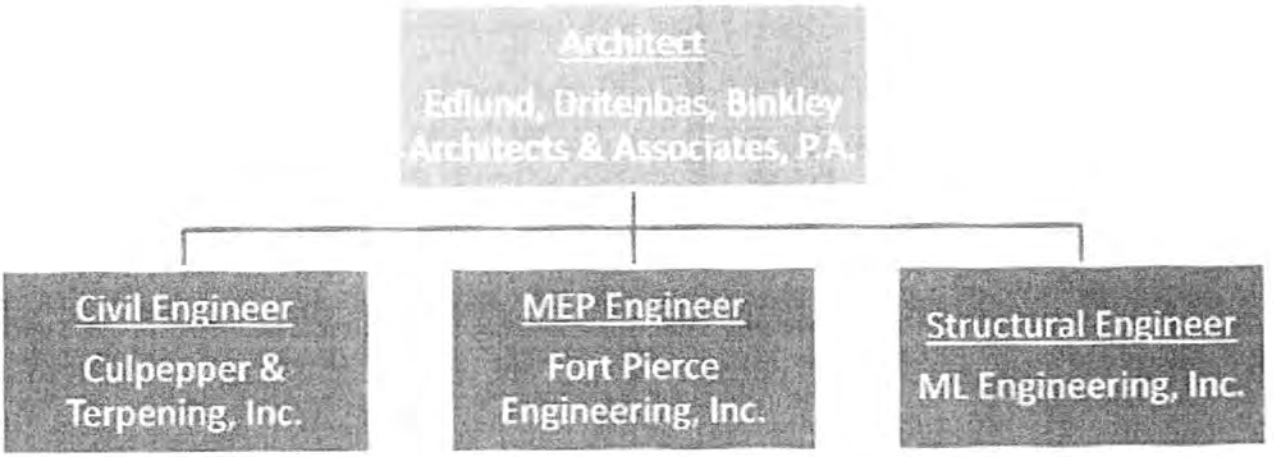
(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	JV PARTNER	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓			Edlund, Dritenbas, Binkley Architects & Associates, P.A. ☐ CHECK IF BRANCH OFFICE	65 Royal Palm Pointe, Ste D Vero Beach, FL 32960	Architect
b.			✓	Culpepper & Terpening, Inc. ☐ CHECK IF BRANCH OFFICE	2980 S. 25th Street, Ste C Fort Pierce, FL 34946	Civil Engineer
c.			✓	Fort Pierce Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	315 South 7th Street Fort Pierce, FL 34950	MEP Engineer
d.			✓	ML Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	2030 37th Ave. Vero Beach, FL 32960	Structural Engineer
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

✓ *(Attached)*

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
John F. Binkley III, AIA	Principal Architect	31	29

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

Edlund, Dritenbas, Binkley Architects & Associates, PA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Architecture 1979 - University of Miami	Licensed Architect State of Florida AR#9548

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Member of the American Institute of Architects

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: St. Lucie County Fire Stations #2,3,6,13,16,17 — St. Lucie County, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2006; CONSTRUCTION *(If applicable)* 2010

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Role: Architect Multiple 2 and 3 bay stations throughout St. Lucie County. Included apparatus room law enforcement room, dormitory, ready & training room, locker room, storage and restroom. Sizes ranged from 6,640 - 7,760 SF Cost ranged from $1.8-$2.0M

b.

(1) TITLE AND LOCATION *(City and State)*: Indian River County Fire Stations #2,3,4,5,9,12 — Indian River County, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2005; CONSTRUCTION *(If applicable)* 2009

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Role: Architect Multiple 2 and 3 bay stations throughout Indian River County. Included apparatus room dormitory, day room, locker room, storage and restroom.
Sizes ranged from 7,886 - 8,936 SF Cost ranged from $1.9-$2.1M

c.

(1) TITLE AND LOCATION *(City and State)*: St. Lucie County Fire District Admin Office & Maintenance Bldgs — Port St. Lucie, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2004; CONSTRUCTION *(If applicable)* 2007

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Construction Cost: $ 7,245,900 This project is located on 13.1 acres consisting of 30,059 sq. ft. two-story administrative offices, a 21,159 sq. ft. maintenance and purchasing warehouse building, 6,000 sq. ft. vehicle storage, 753 sq. ft. generator building, 300 ft. tall communications antennae and vehicle fueling station.

d.

(1) TITLE AND LOCATION *(City and State)*: Indian River County School District Fellsmere Elementary Additions — Fellsmere, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2011; CONSTRUCTION *(If applicable)* 2013

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

The scope of work includes a temporary kitchen, a new cafetorium, and a two-story classroom addition. The existing classroom/administration building will comply with current life safety and ADA codes. This project will be built in phases to accomplish maintaining normal school operations.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Vero Beach Water & Sewer Operations & Maint Bldgs — Vero Beach, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2006; CONSTRUCTION *(If applicable)* 2010

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Role: Architect The project consisted of constructing a new 8,750 square foot Operations Building. Provide approximately 3,750 square feet of air-conditioned space consisting of administrative offices, men and women's restrooms/locker rooms, plan room, lounge, field crew cubicles.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Paul U. Dritenbas, AIA, NCARB, LEED A.P.	Principal Architect	38	36

15. FIRM NAME AND LOCATION *(City and State)*

Edlund, Dritenbas, Binkley Architects & Associates, PA (#AAC000886)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Architecture 1978 - University of Miami	Licensed Architect State of Florida AR#9308

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

NCARB Certificate Holder #34332
Member of the American Institute of Architects
LEED Accredited Professional

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: St. Lucie County Clerk of the Court Fort Pierce, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2003; CONSTRUCTION *(If applicable)* 2006

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect Building Area: 57,096 Square Feet Construction Cost: $11,863,000 Scope: New 4-story masonry building that houses all relocated departments from original courthouse. Ground floor shell is unimproved and will be leased out by Owner.

b.

(1) TITLE AND LOCATION *(City and State)*: St. Lucie County Intermodal Transit Facility Fort Pierce, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2009; CONSTRUCTION *(If applicable)* 2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect Scope: 2 masonry buildings, a ticket and driver lounge approx 671 SF and public restrooms approx 568 SF Also included is an open colonnade with tower approx 3,564 SF.

c.

(1) TITLE AND LOCATION *(City and State)*: Indian River County Fire Stations Vero Beach, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2005; CONSTRUCTION *(If applicable)* 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect New prototype fire stations with either a 2-Bay (7,886 SF) or 3-Bay (8,936 SF) Apparatus Room on various sites throughout Indian River County.

d.

(1) TITLE AND LOCATION *(City and State)*: Indian River County Utilities Complex Vero Beach, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2004; CONSTRUCTION *(If applicable)* 2006

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect Building Area - Admin Bldg: 11,453 SF Warehouse: 22,326 SF
Cost - Admin Bldg: $1,647,405 Warehouse: $1,080,300
New adminstration and maintenance buildings to house IRC Utilities Department.

e.

(1) TITLE AND LOCATION *(City and State)*: Indian River County Parks Maintenance Complex Vero Beach, FL

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2005; CONSTRUCTION *(If applicable)* 2010

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Role: Chief Architect Office Bldg: 3,626 SF, Maint Bldg: 1,924 SF, Storage Bay: 3,080 SF Office Bldg incl: Offices, Meeting/Conf Rooms, Break Room, Restrooms. Maint Bldg incl: Tool Storage, Mechanic Bay, Covered Break Area. Storage Bldg incl: 6 Bays and Restrooms.

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 A. Lue, P.E.	Structural Consultant	34	17

15. FIRM NAME AND LOCATION *(City and State)*
M L Engineering, Inc., Vero Beach, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
Bachelor of Science in Civil Engineering
Certified Structural Engineer by Florida Structural Engineering Cert. Board
Threshold Inspector

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
FL PE 45720, SI 1061
SC PE 21444
AR PE 11391

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
American Society of Civil Engineers
Florida Structural Engineering Association

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*
Indian River County Sheriff's Department - Aviation Hangar Helicopter Storage
Vero Beach, Fl.

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015
CONSTRUCTION *(If applicable)*: Ongoing

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Scope: Pre-Engineered metal Building for aviation hangar
Cost: $ 1.7 million
Role: Structural Engineer of Record

b.
(1) TITLE AND LOCATION *(City and State)*
City of Vero Beach Field Services Complex
Vero Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2009
CONSTRUCTION *(If applicable)*: 2011

☒ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Scope: Structural Design and preparation of construction documents for new facilities
Cost: $ 2.08 million
Role: Structural Engineer of Record

c.
(1) TITLE AND LOCATION *(City and State)*
City of Vero Beach Operation Building, Water Treatment, & Maintenance Facility
Vero Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2008
CONSTRUCTION *(If applicable)*: 2010

☒ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Scope: Structural Design and preparation of construction documents for new facilities
Cost: $ 2.65 million
Role: Structural Engineer of Record

d.
(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED
PROFESSIONAL SERVICES:
CONSTRUCTION *(If applicable)*:

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

e.
(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED
PROFESSIONAL SERVICES:
CONSTRUCTION *(If applicable)*:

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

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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
Eric J. Svoboda, PE, LEED AP	Mechanical / Plumbing Engineer	15	8

15. FIRM NAME AND LOCATION *(City and State)*

Fort Pierce Engineering, Inc. - Fort Pierce, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S. Mechanical Engineering, FAU, 12/1995 MBA, University of Miami, 05/2001 M.S. Industrial Engineering, University of Miami, 12/2001	Professional Engineer, State of Florida Registration Number 80982 LEED Accredited Professional

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

ASHRAE, ASPE, NSPE, Florida Engineering Society

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(If applicable)*
a.	Holt Residence Stuart, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [✓] Check if project performed with current firm

MEP Design for a new two story 10,000 S.F. home

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(If applicable)*
b.	Waterway Cafe Palm Beach Gardens, FL	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [✓] Check if project performed with current firm

MEP construction drawings for a renovation to an existing restaurant facility consisting of removing two existing bars, design of new bar in new location, and enclosure of existing exterior seating area to become conditioned area.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(If applicable)*
c.	Ocean Breeze Community Center Ocean Breeze, FL	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [✓] Check if project performed with current firm

MEP permit drawings for the build-out of a new community center consisting of an approximately 5,800 sq. ft. Phase 1 exercise building with showers, saunas, steam rooms, restrooms, etc. Phase 2 consists of an approximately 7,200 sq. ft. attached community hall building with stage, commercial kitchen and outdoor food service area.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(If applicable)*
d.	Vero Terminal Building Vero Beach, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [✓] Check if project performed with current firm

MEP permit drawings for a new approximately 4,600 sq. ft. single story building with offices and restrooms.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION *(If applicable)*
e.	StrikeZone Sebastian, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [✓] Check if project performed with current firm

MEP construction drawings for an approximately 26,000 sq. ft. bowling / entertainment facility with arcade area, laser tag, bar / kitchen and restrooms

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
Timothy c. Trewyn, PE	Electrical Engineer	30	8

15. FIRM NAME AND LOCATION *(City and State)*

Fort Pierce Engineering, Inc. - Fort Pierce, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
University of Wisconsin - Madison Bachelor's Degree, Electrical Engineering, 12/1985	Professional Engineer, State of Florida Registration Number 61580 Professional Engineer, State of California Registration Number E 15477

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Holt Residence, Stuart, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP Design for a new two story 10,000 S.F. home

b.

(1) TITLE AND LOCATION *(City and State)*: Waterway Cafe, Palm Beach Gardens, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP construction drawings for a renovation to an existing restaurant facility consisting of removing two existing bars, design of new bar in new location, and enclosure of existing exterior seating area to become conditioned area.

c.

(1) TITLE AND LOCATION *(City and State)*: Ocean Breeze Community Center, Ocean Breeze, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP permit drawings for the build-out of a new community center consisting of an approximately 5,800 sq. ft. Phase 1 exercise building with showers, saunas, steam rooms, restrooms, etc. Phase 2 consists of an approximately 7,200 sq. ft. attached community hall building with stage, commercial kitchen and outdoor food service area.

d.

(1) TITLE AND LOCATION *(City and State)*: Vero Terminal Building, Vero Beach, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP permit drawings for a new approximately 4,600 sq. ft. single story building with offices and restrooms.

e.

(1) TITLE AND LOCATION *(City and State)*: StrikeZone, Sebastian, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP construction drawings for an approximately 26,000 sq. ft. bowling / entertainment facility with arcade area, laser tag, bar / kitchen and restrooms

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
Anthony Colello	Electrical Designer / CADD Technition	47	5

15. FIRM NAME AND LOCATION *(City and State)*

Fort Pierce Engineering, Inc. - Fort Pierce, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

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.	Holt Residence Stuart, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP Design for a new two story 10,000 S.F. home

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
b.	Waterway Cafe Palm Beach Gardens, FL	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP construction drawings for a renovation to an existing restaurant facility consisting of removing two existing bars, design of new bar in new location, and enclosure of existing exterior seating area to become conditioned area.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
c.	Ocean Breeze Community Center Ocean Breeze, FL	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP permit drawings for the build-out of a new community center consisting of an approximately 5,800 sq. ft. Phase 1 exercise building with showers, saunas, steam rooms, restrooms, etc. Phase 2 consists of an approximately 7,200 sq. ft. attached community hall building with stage, commercial kitchen and outdoor food service area.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
d.	Vero Terminal Building Vero Beach, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP permit drawings for a new approximately 4,600 sq. ft. single story building with offices and restrooms.

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
e.	StrikeZone Sebastian, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

MEP construction drawings for an approximately 26,000 sq. ft. bowling / entertainment facility with arcade area, laser tag, bar / kitchen and restrooms

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
James P. "Butch" Terpening, PE	Principal in Charge	39	30

15. FIRM NAME AND LOCATION *(City and State)*

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION *(Degree and Specialization)*

BS Degree - Civil Engineering (1976)

17. CURRENT PROFESSIONAL REGISTRATION *(St. & Discipline)*

State of Fla – Bd. of Professional Engineers – 24276 (1980)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Florida Engineering Society; American Society of Civil Engineers; National Professional Engineers Society; American Water Works Association; FDOT LAP Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Project Name: Rocla Crosstie – Ft. Pierce MFG Facility*

Location: City of Ft. Pierce, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 — CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided survey, design and permitting services for the construction of a 15,000 (+/- Manufacturing process steps all completed inside of building.

b.

(1) TITLE AND LOCATION *(City and State)*

Project Name: Kleser University (Tradition)

Location: City of Port St. Lucie, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided survey, design and permitting services for the construction of a 75,000 (+/-) sf, mixed use office/educational assembly building in the Tradition area of the City of Port St. Lucie. Site design services include both onsite and off-site utility designs.

c.

(1) TITLE AND LOCATION *(City and State)*

Project Name: St. Lucie County Tax Collector (Tradition)*

Location: City of Port St. Lucie, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*: pending

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided survey, design and permitting services for the construction of a 16,000 (+/-) sf, Public Use Building to be operated by the St. Lucie County Tax Collector. The location of this building in the southwest part of the City of Port St. Lucie is intended to provide State licensing service opportunities for southern and western St. Lucie County residents.

d.

(1) TITLE AND LOCATION *(City and State)*

Project Name: St. Lucie Co. Admin. Complex – Parking &

Location: City of Ft. Pierce, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 — CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current Firm

Project involved review and redesign of existing parking facilities at the St. Lucie County Administrative Complex, with the objective of reducing/eliminating excessive flooding that occurs following periods of heavy rain. Project included a new drainage connection into an existing outfall into adjacent canal system, as well as new and upgraded drainage collection system. Project was successfully completed and persistent flooding conditions have been eliminated.

e.

(1) TITLE AND LOCATION *(City and State)*

Project Name: City of Stuart Wastewater Treatment Facility

Location: City of Stuart, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2008/09 — CONSTRUCTION *(If applicable)*: 2010/11

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project improvements included the rehabilitation of the City's existing wastewater treatment facilities, including the addition of tank covers and odor control features and replacing the existing concrete channel passing through the existing Memorial Park with a series of new culverts and pipes along with open water courses that serves to meet both stormwater/ flood control and irrigation/reuse water disposal needs.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Stefan K. Matthes, PE	Project Manager	39	30

15. FIRM NAME AND LOCATION *(City and State)*

Culpepper and Terpening, Inc., Fort Pierce, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(St. & Discipline)*
BS Degree - Civil Engineering (1981)	State of Florida - Bd of Professional Engineers 38723 (1986)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Institute of Transportation Engineers; Florida Engineering Society; American Society of Civil Engineers, American Planning Association, Advance Work Zone MOT Certified, ADA Accessibility (DPFA) certified, FDEP Stormwater Certified, LAP Trained.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Project Name: Rocla Crosstie – Ft. Pierce MFG Facility*

Location: City of Ft. Pierce, Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2014; CONSTRUCTION *(If applicable)* 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided survey, design and permitting services for the construction of a 15,000 (+/-Manufacturing process steps all completed inside of building.

b.

(1) TITLE AND LOCATION *(City and State)*

Project Name: Kieser University (Tradition)

Location: City of Port St. Lucie, Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2015; CONSTRUCTION *(If applicable)* 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided survey, design and permitting services for the construction of a 75,000 (+/-) sf, mixed use office/educational assembly building in the Tradition area of the City of Port St. Lucie. Site design services include both onsite and off-site utility designs.

c.

(1) TITLE AND LOCATION *(City and State)*

Project Name: St. Lucie County Tax Collector (Tradition)*

Location: City of Port St. Lucie, Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2016; CONSTRUCTION *(If applicable)* pending

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided survey, design and permitting services for the construction of a 16,000 (+/-) sf, Public Use Building to be operated by the St. Lucie County Tax Collector. The location of this building in the southwest part of the City of Port St. Lucie is intended to provide State licensing service opportunities for southern and western St. Lucie County residents.

d.

(1) TITLE AND LOCATION *(City and State)*

Project Name: S2 Yachts/ Pursuit Boats - Facility Expansion

Location: Ft. Pierce (uncorporated County), Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES Mid 1990's - Current; CONSTRUCTION *(If applicable)* Mid 1990's to Current

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Provided site engineering associated with several expansion activities at the S2 Yachts/ Pursuit Boats manufacturing facility, Ft. Pierce, Florida

e.

(1) TITLE AND LOCATION *(City and State)*

Project Name: City of Stuart Wastewater Treatment Facility

Location: City of Stuart, Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2008/09; CONSTRUCTION *(If applicable)* 2010/11

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project improvements included the rehabilitation of the City's existing wastewater treatment facilities, including the addition of tank covers and odor control features and replacing the existing concrete channel passing through the existing Memorial Park with a series of new culverts and pipes along with open water courses that serves to meet both stormwater/ flood control and irrigation/reuse water disposal needs.

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)
Roola Concrete Tie, Port Pierce, FL	2016	2016

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Roola Concrete Tie, Inc.	Rusty Cooley	720-256-2617

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Project scope was a 17,900 metal Manufacturing Building and a 2,625 Administration Building also a metal structure. The scope also included a central work courtyard, integrate stucco organic colors, ceramic tile, metal grills and columns, with a garden fence and 3-level landscaping to give the project curb appeal while softening the industrial image of the facility.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

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)
St. Lucie County Fire District Admin & Fleet Maintenance Complex — Port St. Lucie, FL	2004	2007

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County Fire District	Chief Buddy Emerson	(772) 621-3313

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Construction Cost: $ 7,245,900 This project is located on 13.1 acres consisting of 30,059 sq. ft. two-story administrative offices, a 21,159 sq. ft. maintenance and purchasing warehouse building, 6,000 sq. ft. vehicle storage, 753 sq. ft. generator building, 300 ft. tall communications antennas and vehicle fueling station.

I. Administration Building houses Fire Prevention/Plans Examiners/ Inspectors, Fire Chief's and Assistants, Ambulance Billing, Records, Human Resources, I.T., a Council Chambers for Fire District Board meetings and allow for future expansion.

II. Maintenance/Purchasing Building - maintain and repair fire trucks and ambulances including parts storage, bridge crane, heavy duty lifts. The purchasing warehouse will store all paper goods, uniforms, etc. for all of the stations.

III. Generator Building to house (2) 600 KVA generators capable of providing power for the entire complex.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, Florida	Architect
b.			
c.			
d.			
e.			
f.			

EDLUND · DRITENBAS · BINKLEY ARCHITECTS AND ASSOCIATES, P.A.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Vero Beach Water & Sewer Dept Vero Beach, FL Operations & Maintenance Buildings	2006	2010

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Vero Beach Water/Sewer	Robert Bolton	(772) 978-5220

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The building is located on the site of the existing City of Vero Beach Water Treatment Plant. The project consisted of constructing a new 8,750 square foot Operations Building. The building provides approximately 3,750 square feet of air-conditioned space consisting of administrative offices, men and womans restrooms/locker rooms, plan room, lounge, field crew cubicles, as well as 5,000 square feet of unconditioned space for meter shop, water distribution, gravity sewer, and lift station. In addition, there is a 3,750 square foot storage mezzanine, 5,000 square foot pole barn, and 1,250 square foot covered outdoor space for pipe storage. Sitework included 40 parking space parking lot and modifications to existing drainage system.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

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)*
Indian River County Utilities Complex Vero Beach, FL	2004	2006

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Indian River County	Mike Hotchkiss	(772) 567-8000 ext. 1821

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Included:

Administration Building
- Offices
- Conference Room
- Multiple Meeting/Training Rooms
- Emergency Operations Dispatch
- Restrooms w/Showers & Lockers
- Covered Outside Break Area
- Inside Break Area
- Files Room

Warehouse
- Purchasing Storage
- Equipment Storage
- Receiving & Dispensing Office
- Storage Mezzanine

Building Area:
Admin Bldg: 11,453 Square Feet
Warehouse: 22,326 Square Feet

Construction Cost:
Admin Bldg: $1,647,405
Warehouse: $1,080,300

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

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)
Indian River County Parks Maintenance Offices & Maintenance Buildings Vero Beach, FL	2005	2010

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Indian River County Parks Div.	David Fleetwood	(772) 589-9223

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

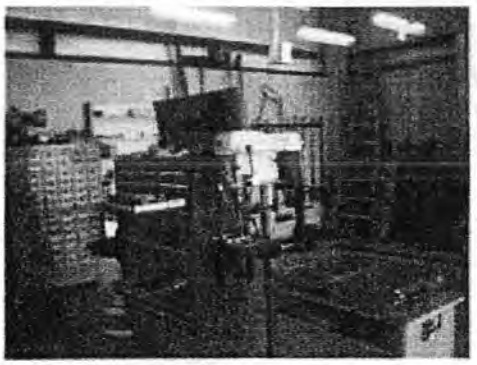
Included:

Office Building
- Offices
- 38-person Meeting Room
- Conference Room
- Break Room
- Restrooms

Maintenance Building
- Tool Storage
- Mechanic Bay
- Covered Break Area

Storage Bay Building
- 6 Bays
- Restrooms

Building Area:
Office Bldg: 3,626
Maint. Bldg: 1,924
Storage Bay: 3,080



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

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): Indian River County Agricultrual Pavilion, Vero Beach

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2000	2000

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Indian River County		(772) 567-8000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Completed: 2000

Building Area: 20,000 Square Feet

Construction Cost: $ 1,007,854

Cost Per Square Foot: $ 50.39

Included:

- An Emergency Management Center with a hardened structure within the building.
- A Kitchen
- Restrooms
- Storage Mezzanine

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	1. FIRM NAME	2. FIRM LOCATION (City and State)	3. ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

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)
Indian River County Multiple Fire Stations (#2,3,4,5,9,11,12, 13)	2005	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Indian River County	Brian Burkeen	(772) 226-3861

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

New prototype fire stations with either a 2-Bay (7,886 SF) or 3-Bay (8,936 SF) Apparatus Room on various sites throughout Indian River County. Research of other municipalities prototypes was done to develop this prototype. The project is designed for low maintenance, durability and storm protection. The building will withstand 155-mph winds and can be fully powered by the emergency generator. Included were apparatus room, dormitories, dayroom, storage and restrooms. Design and construction has been ongoing since 2005.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

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)*
St. Lucie County Clerk of Court Building	Fort Pierce, FL	2003	2007

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County Commissioners	Doug Anderson	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

A 5-story masonry office building containing 57,096 sq. ft. Occupied by the Clerk of the Courts and 140 staff members. Located within a redevelopment district requiring a historical committee review. This building is part of a linear progression of buildings that completes the downtown judicial complex for the 19th Judicial District. This project is the first completed building structure for St. Lucie County to achieve the milestone and classification of a Green Building. This building incorporates many Leadership in Energy and Environmental Design components that parallel the credits as outlined by the United States Green Building Council to achieve improved indoor air quality, lowering energy consumption and greenhouse gas emissions, reducing waste and making this building a healthier more productive place to visit and work.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, Florida	Architect
b.			
c.			
d.			
e.			
f.			

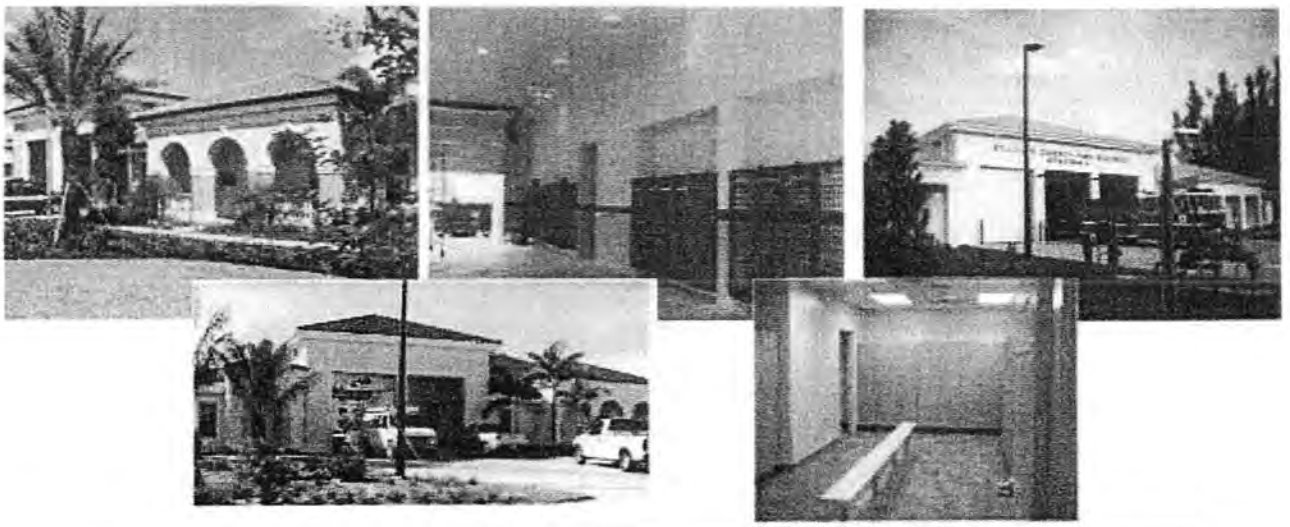
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*			20. EXAMPLE PROJECT KEY NUMBER
			9
21. TITLE AND LOCATION *(City and State)*		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Multiple Fire Stations #2, 3, 6, 13, 16, 17	St. Lucie County Florida	2006	2010

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County Fire District	Chief Ron Parrish	(772) 621-3313

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Multiple 2 and 3 Bay stations throughout St. Lucie County. Windows are impact rated and the buildings were designed for 155-mph winds. They were constructed with durable materials for low maintenance. Provisions for a 120-ft. communications antennae tower was provided. The buildings can operate completely off of the emergency generator. Sizes ranged from 6,640 - 7,760 SF. Typical floorplans included: Locker Room, Fitness Room, Heliport, Bed Dormitories, Law Enforcement Area, Generator Room, Separate Officer Quarters, Kitchen & Ready Training Room, Biohazard Washdown Area, and a Storage Room.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	EDB Architects & Associates, P.A.	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Fellsmere Water Control District Office/Shop Buildings/Fuel Storage	1987	1987

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Building Area:
Office Bldg: 780 Square Feet
Maint Shop: 1,350 Square Feet

Acreage of Site: 1.15 Acres

Included:

Office Building
- Offices
- Conference Room
- Restrooms

Warehouse
- Covered Bay
- Enclosed Bay
- Tool Storage
- Restrooms
- Storage Mezzanine

Also included fuel storage.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	EDS Architects & Associates	Vero Beach, FL	Architect
b.			
c.			
d.			
e.			
f.			

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
Paul U. Dritenbas, AIA, NCARB, LEED AP	Architect	X	X	X	X	X	X	X	X	X	X
John Binkley, AIA	Architect	X	X	X	X	X	X	X	X	X	X
Mike Lue, PE	Structural Engineer			X							
Eric Svoboda, PE	Mech & Plumbing Eng										
Tim Trewyn, PE	Electrical Engineer										
James Terpening, PE	Civil Engineer	X	X							X	
Stefan Matthes, PE	Civil Engineer	X	X							X	

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Rocla Railroad Tie Plant	6	Indian River County Agriculture Pavilion
2	SLC Fire District Admin & Maint Complex	7	Indian River County Multiple Fire Stations
3	City of Vero Beach Water/Sewer Ops & Maint Bldgs	8	St. Lucie County Clerk of Court Building
4	Indian River County Utilities Ops & Maint Buildings	9	St. Lucie County Multiple Fire Stations
5	Indian River County Parks & Rec Ops & Maint Buildings	10	Fellsmere Water Control Building

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.

OVERVIEW

Edlund, Dritenbas, Binkley Architects & Associates, P.A. (EDB Architects) is a full service, regional, architectural and planning firm predominately involved in both private and public sector commercial buildings and specialty occupancies. Having served the local community for over 36 years, we have extensive knowledge of local conditions, codes, materials, agencies, and trades. We take pride in our understanding of sustainable products and renewable energy sources appropriate for our region. Our approach to a project solution always starts with a clear and comprehensive understanding of our clients objectives and requirements and the early discovery of potential obstacles and challenges. It's a process that has enabled us to create architecture that is functional, accessible, cost effective, and appealing. Project sectors have included assembly occupancies, office buildings, schools and colleges, healthcare facilities, and government occupancies.

OFFICES

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Deerfield Beach, FL 33442

Tel. (954) 429-0995
Fax (954) 421-8269
Email: edbarch@bellsouth.net

Website: EDBArchitects.com

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	09/20/2016

33. NAME AND TITLE

John F. Binkley, AIA

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any): 20160160

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	Edlund, Dritenbas, Binkley Architects & Associates, P.A.
2b. STREET	65 Royal Palm Pointe, Ste D
2c. CITY	Vero Beach
2d. STATE	FL
2e. ZIP CODE	32960
3. YEAR ESTABLISHED	2002
4. DUNS NUMBER	06-341-4296
5. OWNERSHIP a. TYPE	S-Corp
b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE	Paul Dritenbas, Vice President
6b. TELEPHONE NUMBER	(772) 569-4320
6c. E-MAIL ADDRESS	edbvero@bellsouth.net
7. NAME OF FIRM (If block 2a is a branch office)	
8a. FORMER FIRM NAME(S) (If any)	Edlund & Dritenbas Architects, P.A.
8b. YR. ESTABLISHED	1982
8c. DUNS NUMBER	06-341-4296

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	1	1
06	Architect	4	2
08	CADD Technician	2	1
	Other Employees		
	Total	7	4

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)
A11	Auditoriums & Theaters	1
C06	Churches; Chapels	2
C08	Codes;Standards;Ordinances	3
C11	Community Facilities	3
E02	Educational Facilities	4
F03	Fire Protection	1
G01	Garages;Vehicle Maint. Fac	3
H09	Hospital/Medical Facilities	1
I05	Interior Design/Space Plan	3
J01	Judicial/Courtroom Facility	3
L01	Labs/Medical Research Fac.	2
O01	Office Bldgs/Industrial Prk	4
P13	Public Safety Facilities	3
R04	Recreation Facilities	2
R12	Roofing	1
H11	Housing	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	5
c. Total Work	5

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,00 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 09/20/2016

c. NAME AND TITLE: John Binkley, AIA

Google Maps

65 Royal Palm Pointe, Vero Beach, FL 32960 to 121 Southwest Port Saint Lucie Boulevard

Drive 29.4 miles, 47 min

EDB Architects

E-Bid Reply Sheet/Questionnaire #20160160
Design Services for the New Maintenance Building at Prineville

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 26 day of SEPTEMBER, 2016

ARCHITECTURAL BUILDING CORP
Name of Organization / Proposer

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   15294 101 Ter N
   Jupiter, Florida 33478
   561-262-5494 (office)
   561-743-8881(fax)
   abc@archbldgcorp.com
   Lawrence Daugherty, Vice President

   Distance to 121 SW Port St. Lucie Blvd: 34.2 miles.

   Total number of staff for your firm within the Treasure Coast? ____5_____

   Total number of years your firm has been in this type of business? ____13_____

2. Is your firm a Certified Minority Business (yes or no)? _____No_____

3. Will your firm accept payment by Credit Card (yes or no)? _____Yes_____

4. List all proposed personnel, (to include subcontractors) assigned to this project, including title, certifications, and years of experience applicable to this project scope. Please provide personnel names who will act as a back-up in the event the assigned personnel can't be reached.

Staff/Company Name	Title	Years Experience	Licenses	Certifications	Other
Kimberley R. Olsen Arch Bldg Corp	President, Permitting, Contract, and Business Management Point of Contact	27			Permitting Specialist
Lawrence Daugherty, R.A., LEED AP Arch Bldg Corp	V. Pres., Primary Point of Contact, Architect of Record	40	AR91619 ID4747 CGC1516228	SREF Certificate LEED AP Stormwater Management Inspector, ADA Compliance Specialist	
Gary Meredith Arch Bldg Corp	Const Admin	40		Stormwater Management Inspector	BA of Architecture, University of Florida
Dinesh Desai Arch Bldg Corp	Designer, Revit-BIM	15			
Christine Berge Arch Bldg Corp	Designer, ACAD-Revit	5			
W. Carl Taylor, P.E., R.A WCT Associates, Inc.	Structural Engineer, Steel Structure Specialist	40	AR26002057 COA28260	NCARB, NCEES, ACI, NSPE	
Stephen Cooper, P.E.	Civil Engineer, Stormwater Permitting	25	46557	Stormwater Management Inspector ASCE, NSPE	SDVOSB MBE, SBE
Eric J Svoboda, P.E. LEED AP	Mech, Plumbing Engineer	15	60982	ASHRAE, ASPE, NSPE, FES	LEED-AP
Timothy C. Trewyn, P.E.	Electrical Engineer	30	61580		
Anthony Colello	Electrical Designer	47			

5. List the experience of the staff assigned to this project, including sub-contractors and their applicable experience, with respect to designing, permitting of multi-use, pre-engineered metal building systems.

Staff Name	Company	Project Name & Description	Project Owner and Telephone Number
Lawrence Daugherty	Arch Bldg Corp	Support Operations and Maintenance Facility, Massachusetts Military Reservation, Air Force Center for Environmental Excellence, Cape Cod, MA 5,460 sf equipment maintenance and office facility for support operations to 6-600 gpm and 4-1800 gpm water treatment units, injection wells, infiltration trenches and monitoring wells. Pre-Engineered Bldg with infill panels and high bay work area with crane. Offices with ADA compliance for federal funded employees and mezzanine storage for spare parts inventory.	Jacobs Engineers, Oak Ridge, TN. Task Order Contract with Airforce Center for Environmental Excellence (AFCEE)
Lawrence Daugherty	Arch Bldg Corp	Pueblo Chemical Weapons Demilitarization Facility, Pueblo, CO-Combined pre-engineered steel building with concrete containment structures internal to the building shell- blast doors and walls.	Jacobs Engineering, Oak Ridge, TN. Department of the Army, USACE, Mobile District
Lawrence Daugherty	Arch Bldg Corp	Frito-Lay Distribution Center, Knoxville, TN-pre-engineered Kirby steel distribution building with split face masonry façade at the office and loading docks for truck loading and unloading	Frito Lay, Knoxville, TN
Lawrence Daugherty	Arch Bldg Corp	Killearn Lakes Elementary School, Tallahassee, FL - steel pre-engineered 2-story building with masonry infill.	Leon County Schools, Tallahassee, FL Alison Garber 850-545-3007
Lawrence Daugherty; Kimberley Olsen; Gary Meredith; Dinesh Desai; Christine Berge	Arch Bldg Corp	Sky King Fireworks, Military Trail, West Palm Beach, FL, Reinforced Masonry walls-steel bar joist roof structure- unique occupancy classification and required public safety	Sky King Fireworks, Willie Micco 772-370-2300
Lawrence Daugherty; Kimberley Olsen; Dinesh Desai; Christine	Arch Bldg Corp	City of Port St. Lucie "Evaluating and Inspecting the City's facilities for ADA Compliance" – renewed contract to September 2, 2018- misc building and hardscape area correction and repair identification for compliance with FBC Accessibility Code 2014 and ADA Standard	City of Port St. Lucie, Robyn Holder, CPPB 772-344-4293

Berge		2010- building upgrades for accessible restrooms and public parks.	
W. Carl Taylor	WCT Associates, Inc.	Truck Crane Service Center, St. Augustine, FL, 22,400 SF, single story PEMB with storage platform and overhead cranes. Turndown slab foundations	
W. Carl Taylor	WCT Associates, Inc.	Daytona Helmets Office and Manufacturing Facility, Daytona Beach, FL. 25,500 single story with perimeter bearing and non-loadbearing walls and recessed dock. Combination of conventional stem all and turndown slab foundations.	Daytona Helmets
W. Carl Taylor	WCT Associates, Inc.	POD Facility, St. Augustine, FL, 30,000 SF, single story PEMB Special foundation design for weak soils.	
Stephen Cooper	Stephen Cooper, P.E & Associates, Inc.	Town of St. Lucie Village Consulting Engineer Contracted on a continuing services basis to as the City Engineer working at the pleasure of the Board of Alderman including new development review, general civil engineering consultation, roadway improvements, FEMA hurricane restoration, drainage improvements and various public works projects over the years.	Town of St. Lucie Village Mr. William Thiess 772-466-6900
Stephen Cooper	Stephen Cooper, P.E & Associates, Inc.	Selvitz Road Extension. Design/Construction Engineer of Record for a constructed 2.4 mile new public road extension. Project included paving, grading and drainage design and permitting using a multi-basin configuration. Project involved wetland mitigation and incorporation into the permitted stormwater design. Project constructed on time and on budget and remains in use and functions as designed to this day	City of Port St. Lucie
Stephen Cooper	Stephen Cooper, P.E & Associates, Inc.	City of Ft. Pierce Human Resources Development Center/IRCC Classrooms. Design/Construction Engineer of Record for a completed joint project between the City of Ft. Pierce and Indian River Community College. Project expanded scope included drainage design/permitting as a FEMA Hurricane Evacuation Center. Project completed on time on budget.	City of Ft. Pierce Mr. Jack Andrews City Engineer 772-460-2200
Eric J Svoboda; Timothy C. Trewyn; Anthony Colello	Fort Pierce Engineering, Inc.	Royal Palm Beach Materials Lab. Prepared permit drawings to replace the current HVAC System.	Anthony Puccio 954-777-4223
Eric J Svoboda; Timothy C. Trewyn;	Fort Pierce Engineering, Inc.	Davie Materials Lab. Prepared permit drawings to renovate the two existing bathrooms to adequately accommodate the staff by creating two useable bathrooms and	Anthony Puccio 954-777-4223

Anthony Colello a		one multi-gender shower facility.	
Eric J Svoboda; Timothy C. Trewyn; Anthony Colello a	Fort Pierce Engineering, Inc.	Flight Simulator Building. Mechanical (HVAC), Electrical & Plumbing construction drawings for the Flight Simulator Building project located at the Stuart Airport. Prepared MEP drawings for an approximately 10,000 SF total flight simulator building consisting of approximately 6,000 SF total office / control area equally split between 3 levels and (2) 2,000 SF simulator areas.	Ray Chladney 772-631-5709

6. List Design/Permitting Projects including pre-engineered metal building systems awarded by other government agencies, to your firm in past 5 years that were similar to this scope of this project.

Project	Date of Award	Responsibility	Is Work Completed?	Amount of Contract
City of PSL ADA Compliance	August 27, 2014	Evaluating and Inspecting the City's facilities for ADA Compliance. Identify non-conformances and prepare drawings and specifications for bid packages to bring facilities into compliance.	Contract continues to Sept. 2, 2018	On-going task order & Hourly Rate
Town of Palm Beach Gardens	November 5, 2015		Five year task order contract-no work as of this date	Task Order Contract
			Total Amount	

7. Has your firm failed to complete any contract work awarded? Defaulted on a contract or had a contract canceled or terminated? If so, When and Why?

No to all.

Form 330 submitted in a separate file

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-RFP is submitted by: Kimberley Olsen 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.:

Kim Olsen

Signature

President
Title

Lawrence Daugherty

Digitally signed by Lawrence Daugherty
DN: cn=Lawrence Daugherty, o=Architectural Building Corp, ou, email=ldaugherty@archbldgcorp.com, c=US
Date: 2016.09.26 11:45:52 -04'00'

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)
Architectural Building Corp

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.)
15294 101 Ter N

Requester's name and address (optional)

City, state, and ZIP code
Jupiter, FL 33478

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
2 0 - 0 8 4 6 5 3 0

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 ▶ Timothy R Cross Date ▶ 9/26/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED	INSURER B :	
Architectural Building Corp 15294 101 Ter N	INSURER C :	
	INSURER D :	
	INSURER E :	
Jupiter FL 33478	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			UDC-1416013-EO-16	02/01/2016	02/01/2017	Each Claim: Aggregate:	$ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE 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

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ACORD®

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DATE (MM/DD/YYYY): 09/26/2016

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PRODUCER	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED	INSURER B :	
Architectural Building Corp	INSURER C :	
15294 101 Ter N	INSURER D :	
	INSURER E :	
Jupiter FL 33478	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:		Y	UDC-1416013-CGL-16	02/01/2016	02/01/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE 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

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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: 7/30/2014 **EXPIRATION DATE:** 4/19/2015

PERSON: DAUGHERTY LAWRENCE L

FEIN: 200846530

BUSINESS NAME AND ADDRESS:

ARCHITECTURAL BUILDING CORP

15294 101 TER N

JUPITER FL 33478

SCOPES OF BUSINESS OR TRADE:

ARCHITECTURAL OR ENGINEERING F	ARCHITECTURAL OR ENGINEERING F

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 certificate at

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AR91619

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

DAUGHERTY, LAWRENCE LYNN
15294 101 TERRACE N
JUPITER FL 33478

ISSUED: 12/07/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1412070001014

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AA26001071

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

ARCHITECTURAL BUILDING CORP
15294 101ST TERRACE
JUPITER FL 33478

ISSUED: 12/07/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1412070001158

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
15294 101ST TERRACE NORTH
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0051 ARCHITECT	DAUGHERTY LAWRENCE LYNN	AR91619	B16,490121 - 08/12/16	$33.00	B40116293

This document is valid only when receipted by the Tax Collector's Office.

B3 - 709

LAWRENCE L DAUGHERTY
LAWRENCE L DAUGHERTY
15294 101ST TER N
JUPITER, FL 33478-6846

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200421093
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Section 287.087 hereby certifies that ARCHITECTURAL BUILDING CORP. 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

SEPTEMBER 26, 2016
Date

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
E-Bid #20160160
Design Services for the New Maintenance Building at Prineville.

STATE OF FLORIDA §

COUNTY OF ~~ST. LUCIE~~ Palm Beach §

Before me, the undersigned authority, personally appeared affiant Lawrence Daugherty 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 Architectural/ engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160160 Design Services for the New Maintenance Building at Prineville.**

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

Architectural Buildings Corp
Name of Firm

By: President

The foregoing instrument was acknowledged before me by Lawrence Daugherty

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 23rd day of September, 2016

(SEAL)

Signature

Lisa M Ciccone
Notary Name (typed or printed)

LISA M CICCONE
Notary Public - State of Florida
Commission # FF 228724
My Comm. Expires May 23, 2019
Bonded through National Notary Assn.

CHECKLIST
BID # 20160160
Design Services for the New Maintenance Building at Prineville

Name of Bidder:___ARCHITECTURAL BUILDGING CORP_____

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 #20160160 with proper signatures upload to DemandStar

_N/A_ Certified Minority Business Certificate (if applicable)

__X___Required W-9 uploaded to DemandStar

__X__ Copy of Insurance Certificate in accordance with the E-Bid documents uploaded to DemandStar

__X__Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.

__X__ Drug-Free Workplace Form uploaded to DemandStar

__X__ Truth in Negotiation uploaded to DemandStar

__X__ Copy of the Checklist uploaded to DemandStar

__X__ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160160

__X__ Have reviewed the Contract and accept all City Terms and Conditions

__X___330 Form uploaded to DemandStar

UTILIZATION OF MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES

Architectural Build Corp is a woman owned business. Utilization of SDVOSB, MBE, SBE is included in the Questionaire for Consultants. We will promote and utilize minority and woman owned businesses in all aspects of this contract.

ELECTRONIC RESPONSE TO REQUEST FOR PROPOSAL (E-RFP) FOR CITY OF PORT ST. LUCIE

"A City for All Ages"

E-Bid#20160160
Design Services for the New Maintenance Building at Prineville

Submitted By:
Architectural Building Corp
15294 101st Ter N.
Jupiter, FL 33478
561-262-5495
abc@archbldgcorp.com

Attachment: FORM 330

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Design Services for the New Maintenance Building at Prineville, Port St. Lucie, FL

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
August 29, 2016	E- Bid #20160160

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Lawrence Daugherty, Vice President

5. NAME OF FIRM
Architectural Building Corp.

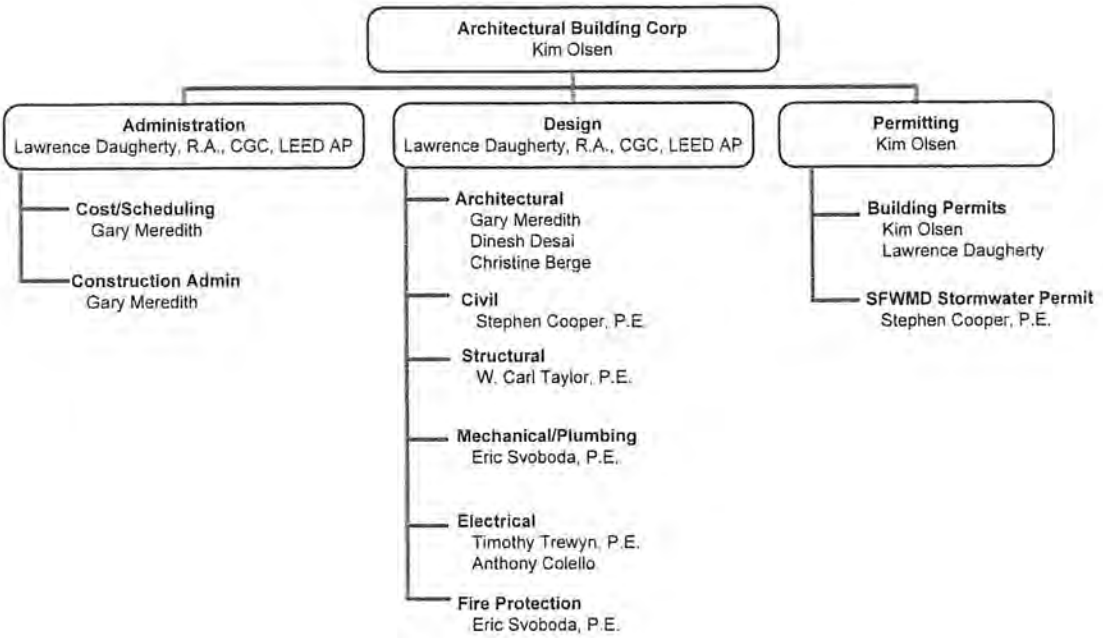
6. TELEPHONE NUMBER	7. FAX NUMBER	8. EMAIL ADDRESS
561-262-5495	561-743-8881	abc@archbldgcorp.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	PRIME	J-V PART-NER	SUB-CON-TRAC-TOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Architectural Building Corp. ☐ CHECK IF BRANCH OFFICE	15294 101st Ter N Jupiter, FL 33478	Project Management, Architect
b.			X	WCT Associates, Inc. ☐ CHECK IF BRANCH OFFICE	1901 Big Crane Loop Port Orange, FL 32128	Structural Engineer, Steel Structure Specialist
c.			X	Stephen Cooper, P.E & Associates, Inc. ☐ CHECK IF BRANCH OFFICE	209 N.E. Sagamore Terrace Port St Lucie, FL 34984	Civil Engineering, Stormwater Permitting
d.			X	Fort Pierce Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	315 South 7th Street Fort Pierce, FL 34950	Mechanical, Plumbing, HVAC, Fire Protection Engineering
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		
g.				☐ CHECK IF BRANCH OFFICE		
h.				☐ CHECK IF BRANCH OFFICE		
i.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☑ *(Attached)*


Architectural Building Corp
Kim Olsen
Administration
Lawrence Daugherty, R.A., CGC, LEED AP
Design
Lawrence Daugherty, R.A., CGC, LEED AP
Permitting
Kim Olsen
Cost/Scheduling
Gary Meredith
Construction Admin
Gary Meredith
Architectural
Gary Meredith
Dinesh Desai
Christine Berge
Civil
Stephen Cooper, P.E.
Structural
W. Carl Taylor, P.E.
Mechanical/Plumbing
Eric Svoboda, P.E.
Electrical
Timothy Trewyn, P.E.
Anthony Colello
Fire Protection
Eric Svoboda, P.E.
Building Permits
Kim Olsen
Lawrence Daugherty
SFWMD Stormwater Permit
Stephen Cooper, P.E.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Lawrence Daugherty	Architect	30+	13

15. FIRM NAME AND LOCATION (City and State)
Architectural Building Corp.
Jupiter, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)
Bachelor of Architecture, University of Tennessee

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Florida Architect AR91619
Florida CGC 1516228
Tennessee Architect 101576

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
NCARB CQM-COE
GBCI LEED Certification AP

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Support Operations and Maintenance Facility, Massachusetts Military Reservation, Air Force Center for Environmental Excellence, Cape Cod, MA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2002	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Architect
Design Lead to provide a 5,460 sf equipment maintenance and office facility for support operations to 6-600 gpm and 4-1800 gpm water treatment units, injection wells, infiltration trenches and monitoring wells. Design of Pre-Engineered Bldg with infill panels and high bay work area with crane. Offices with ADA compliance for federal funded employees and mezzanine storage for spare parts inventory.

b.

(1) TITLE AND LOCATION *(City and State)*
Pueblo Chemical Weapons Demilitarization Facility, Pueblo, Colorado

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2001	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Architect Lead/Estimating/Scheduling
Design Lead for the combined pre-engineered steel building with concrete containment structures internal to the building shell- blast doors and walls.

c

(1) TITLE AND LOCATION *(City and State)*
Frito-Lay Distribution Center, Knoxville, Tennessee

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
1990	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Architect
Building and site design for a pre-engineered Kirby steel distribution building with split face masonry façade at the office and loading docks for truck loading and unloading

d.

(1) TITLE AND LOCATION *(City and State)*
Killearn Lakes Elementary School, Tallahassee, Florida
AIA People's Choice Award Project 2015

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Senior Manager for steel pre-engineered 2-story building with masonry infill-value engineering for budget constraints, alternative design changes for foundations, infill masonry and detailing for the 16' diameter end wall window.

e.

(1) TITLE AND LOCATION *(City and State)*
Sky King Fireworks, Military Trail, West Palm Beach, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE ☑ Check if project performed with current firm

Architect
Design and permitting for a building expansion that includes reinforced Masonry walls-steel bar joist roof structure, electrical, mechanical, fire protection, landscaping and civil design. This project has a unique occupancy classification and special considerations for life safety.

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
Kimberley Olsen	Permitting, Contract, and Business Management Point of Contact	33	13

15. FIRM NAME AND LOCATION (City and State)
Architectural Building Corp.
Jupiter, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Science, Oceanographic Technology, Florida Institute of Technology	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Who's Who Environmental Consultant 2008
Project Management Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Sky King Fireworks, Military Trail, West Palm Beach, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Contract Manager and Permitting. For the preparation of drawings and plans for the expansion of existing fireworks merchandise facility. Expansion included reinforced Masonry walls-steel bar joist roof structure- unique occupancy classification and required public safety.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Loxahatchee Mitigation Bank, Loxahatchee, FL	2005	2005

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Field Biologist and Compliance Manager
Responsibilities included collection of data and assist with preparation of all permits, including a South Florida Water Management District (SFWMD) water use permit, required for a 1,256 acre wetland mitigation bank. As compliance manager, responsible for ensuring compliance with all state and Federal permits including two FDEP/USACE joint environmental resource permits (ERPs). Project partner was the SFWMD.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Carter modifications to Pier and Dock, Stuart, FL	2012	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Permitting agent for the permitting of a modification to an existing dock including dredging and all environmental permitting. Prepared all permit applications with all supporting documentation, and obtained joint USACE and FDEP ERP and a sovereign submerged lands lease.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Residential Metal storage building, Jupiter FL	2001	2001

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Permitting and construction of a 1,500 SF residential metal storage building. Responsibilities included preparing and obtaining all construction permits required and assisted with the building construction.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Gary Meredith	Construction Admin	30+	2

15. FIRM NAME AND LOCATION (City and State)
Architectural Building Corp
Jupiter, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Architecture, University of Florida Master of Building Construction	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Florida Stormwater, Erosion and Sedimentation Control Inspector
USACE Contractor Quality Management (CQM)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Port St. Lucie, FL	Continuing	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Evaluating and inspecting the City's facilities for ADA compliance-modifications to existing buildings and accessibility.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Sky King Fireworks, Military Trail, West Palm Beach, FL	2016	

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Architect.
Assisted in the prepared construction drawing and plans for expansion of existing structure. Expansion included reinforced Masonry walls-steel bar joist roof structure- unique occupancy classification and required public safety.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Premier Commercial Construction/Baycrest Corp, Project Manager, Tallahassee, FL	2013	2013

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☐Check if project performed with current firm

Coordinated the design and construction of a $10.5 million design/build renovation of two historic dormitories and a $10 M renovation of a classroom and office complex at Florida A&M University.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope size, cost, etc.)* AND SPECIFIC ROLE — ☐Check if project performed with current firm

F. Example projects which best illustrate proposed team's qualifications for this contract: Design Services for the New Maintenance Building at Prineville BID # 20160160		20. Example project key number: 1
21. Title and location: (City and State)	22. Year completed:	
Title of Project (City, State), Sky King Fireworks West Palm Beach, FL	Professional services:	Construction: (If applicable)
	2016	

23. Project owner's information:		
A. Project owner: Sky King Fireworks	B. Points of contact name: Mr. Willie Micco	C. Point of contact telephone number: 772-370-2300

24. Brief description of project and relevance to this contract (Include scope, size, and cost)

Building addition to an existing retail fireworks facility. This project has the complexity in the classification and code compliance of consumer fireworks along with complications for fire prevention and life safety that this type of building has. The design called for a mixed occupancy of Mercantile and Storage brought about with limitations and restrictions on storage heights and quantities of stored materials along with a need for a higher level of fire protection from the sprinkler system. Similar conditions may occur in mixed occupancies with office space mixed in with storage and sometimes hazardous areas to complicate the mix. Public safety and welfare are the primary design concerns with the separation of occupancy types done properly and a design that has at least the minimum of code requirements for the conditions that will exist. Use of materials and systems to design a building to function efficiently within the constraints of a budget was the goal of this project and it has succeeded with a design that is aesthetically appealing and conforms to the safety and security requirements set forth in the public interest. Three dimensional development of the design allowed for an architectural review of the inside and the outside of the building with the owner and with the design review board for permitting. A team approach to a design solution that involved the Owner, Architect and Engineers along with the Building Department and the Fire Marshal has made this design work very effectively and efficiently. Cost and schedule activities were provided during the design and a detailed cost estimate with a critical path schedule will guide the Owner toward a Contractor with confidence in the budget.

25. Firms from Section C involved with this project:

a.	(1) Firm Name	(2) Firm Location (City and State)	(3) Role
	Architectural Building Corp	Jupiter, FL	Prime

F. Example projects which best illustrate proposed team's qualifications for this contract: Design Services for the New Maintenance Building at Prineville BID # 20160160		20. Example project key number: 2
21. Title and location: (City and State)	22. Year completed:	
Title of Project (City, State), Support Operations and Maintenance Facility Cape Cod, Massachusetts	Professional services:	Construction: (If applicable)
	2001	

23. Project owner's information:		
A. Project owner: Air Force Center for Environmental Excellence	B. Points of contact name: John Gadd	C. Point of contact telephone number: 865-457-5397

24. Brief description of project and relevance to this contract (Include scope, size, and cost)

A 5,460 sf equipment maintenance and office facility for support operations to 6-600 gpm and 4-1800 gpm water treatment units, injection wells, infiltration trenches and monitoring wells.

Pre-Engineered Bldg with infill panels and high bay work area with crane. Offices with ADA compliance for federal funded employees and mezzanine storage for spare parts inventory.

This building reflects a similar condition as the proposed building in this RFP. Office spaces for support personnel and maintenance staff. Repair and storage areas for pumps, motors, etc. depending on the type. This type of arrangement has specific requirements that are unique to the end users of the facility. Mezzanine storage, fire protection requirements, occupancy classification, hazardous chemical use and disposal options along with life safety requirements and ADA compliance for all who enter or use a facility become important in the final design. Participation of the end users with the design team made the program for design an effective and most efficient tool to guide the design production through the stages of document development and review. This project was completed and constructed and is currently being used as a support facility to the environmental cleanup mission of the U.S. Airforce.

25. Firms from Section C involved with this project:

a.	(1) Firm Name	(2) Firm Location (City and State)	(3) Role
	Lawrence L. Daugherty,	Jupiter, FL	Prime

F. Example projects which best illustrate proposed team's qualifications for this contract: Design Services for the New Maintenance Building at Prineville BID # 20160160		20. Example project key number: 3
21. Title and location: (City and State)	22. Year completed:	
Title of Project (City, State), Pueblo Chemical Weapons Demilitarization Facility Pueblo, CO	Professional services: 2001	Construction: (If applicable)
23. Project owner's information:		
A. Project owner: USACE, Mobile District	B. Points of contact name: John Gadd	C. Point of contact telephone number: 865-457-5397

24. Brief description of project and relevance to this contract (Include scope, size, and cost)

Combined pre-engineered steel building with concrete containment structures internal to the building shell- blast doors and walls.

This project is a mega project for the Department of the Army. Design of a weapons disposal facility for VX gas and other nerve agents stored in the military arsenal at Pueblo, CO. Details of the design are classified but the building components are a pre-engineered metal building with masonry infill on the exterior with and interior of reinforced concrete walls for containment of agents and volatile components. As the interior operation is robotic there are still systems in place for the maintenance and operation of the facility that lends itself to being a support facility around the perimeter of the building. Occupancies adjacent to high hazard occupancies with a high risk of fatality during a failure of the enclosure system created interesting conditions and requirements for human interaction within the buildings that were required to be fail safe. The relevance to this RFP is that the process for design is the same. Human interaction with the buildings is the important aspect of the design. Failure to acknowledge the components for life safety, health and safety, environmental control, and physical barriers can be more than problematic in a new facility if they have not been addressed properly. The building in this RFP does not have the extreme conditions of this facility but it does have the same questions that are to be answered by the design team with their solution to the human aspects of the building. Another aspect of this design was the security and access control that was incorporated into the overall design of the facility. This design was taking place at the time of 911. A lot of new emphasis has been placed on access control to areas such as water treatment facilities as a result of what occurred in 2001 and our team understands that part of this proposal very well.

25. Firms from Section C involved with this project:

a. (1) Firm Name	(2) Firm Location (City and State)	(3) Role
Lawrence Daugherty	Jupiter, FL	Prime

F. Example projects which best illustrate proposed team's qualifications for this contract: Design Services for the New Maintenance Building at Prineville BID # 20160160		20. Example project key number: 4
21. Title and location: (City and State)	22. Year completed:	
Title of Project (City, State), Frito-Lay Distribution Center, Knoxville, TN	Professional services:	Construction: (If applicable)
	1990	

23. Project owner's information:		
A. Project owner: Frito-Lay	B. Points of contact name: Not available at this time	C. Point of contact telephone number:

24. Brief description of project and relevance to this contract (Include scope, size, and cost)

A 10,000 sf pre-engineered Kirby steel distribution building with split face masonry façade at the office and loading docks for truck loading and unloading

This was a regional distribution facility that was a Kirby steel pre-engineered building. The office and support areas were in the end or front of the building with a split face masonry façade designed to be more aesthetic to the public and the zoning board for industrial uses. Thickened floors for forklift operation. Hair pin reinforced column foundations with isolation joints for concrete expansion and contraction were included in the design. Loading docks with level devices were incorporated into the design at the truck loading areas. Site work consisted of a contoured site with a cross elevation that would allow the docks to be elevated above the pavement areas without being depressed into the site. Grading and cut/fill calculations were done to balance the site and avoid excessive site work costs. Project was designed and completed on time and within budget.

25. Firms from Section C involved with this project:

a.	(1) Firm Name	(2) Firm Location (City and State)	(3) Role
	Lawrence Daugherty	Jupiter, FL	Prime

F. Example projects which best illustrate proposed team's qualifications for this contract: Design Services for the New Maintenance Building at Prineville BID # 20160160		20. Example project key number: 5
21. Title and location: (City and State)	22. Year completed:	
Title of Project (City, State), Killearn Lakes Elementary School, Tallahassee, FL	Professional services:	Construction: (If applicable)
	2013	

23. Project owner's information:		
A. Project owner: Leon County Schools, Tallahassee, FL	B. Points of contact name: Alison Garber	C. Point of contact telephone number: 850-545-3007

24. Brief description of project and relevance to this contract (Include scope, size, and cost)

A steel pre-engineered 2-story building with masonry infill.

This building has the details and the value engineering from participation in the construction of the project. It is relevant to this proposal in that we have the expertise to recognize issues before they become problems. We are participants in a project and the success of a project. Our knowledge of systems and materials along with how they are used by the construction industry allows us to be creative in their use. Success is measured by the ability to bring the project in on schedule and budget and to have a happy facility owner as a result.

25. Firms from Section C involved with this project:

a.	(1) Firm Name	(2) Firm Location (City and State)	(3) Role
	Lawrence Daugherty	Jupiter, FL	Prime

F. Example projects which best illustrate proposed team's qualifications for this contract: Design Services for the New Maintenance Building at Prineville BID # 20160160		20. Example project key number: 6
21. Title and location: (City and State)	22. Year completed: on-going	
Title of Project (City, State), Evaluating and Inspecting the City's facilities for ADA Compliance City of Port St. Lucie, FL	Professional services: 2014	Construction: (If applicable)

23. Project owner's information:		
A. Project owner: City of Port St. Lucie, FL	B. Points of contact name: Robyn Holder	C. Point of contact telephone number: 772-344-4293

24. Brief description of project and relevance to this contract (Include scope, size, and cost)

Misc building and hardscape area correction and repair identification for compliance with FBC Accessibility Code 2014 and ADA Standard 2010.

This contract places an emphasis on the Americans with Disabilities Act and compliance with federal guidelines for municipal and public pedestrian access to all facilities. Relevance to this proposal is in the design of the new building and the modifications to the pavilion area, if required. Accessibility is a human rights issue by law and the appropriate design can be achieved with respect to the human interaction with the built environment. The emphasis in this RFP appears to be on the people and the accessible use of the facilities and the amenities within the facilities, such as restrooms. New buildings and alterations are required to comply with the current federal law and state building code.

25. Firms from Section C involved with this project:

a.	(1) Firm Name	(2) Firm Location (City and State)	(3) Role
	Lawrence Daugherty	Jupiter, FL	Prime

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 "Examples 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
Lawrence Daugherty, R.A., LEED AP	Primary Point of Contact, Architect of Record	X	X	X	X	X	X				
Kimberley Olsen	Permitting, Contract, and Business Management Point of Contact	X					X				
Gary Meredith	Construction Admin	X					X				
Dinesh Desai	Designer, Revit-BIM	X					X				
Christine Berge	Designer, ACAD-Revit	X					X				
W. Carl Taylor, P.E., R.A.	Structural Engineer, Steel Structure Specialist	X									
Stephen Cooper, P.E.	Civil Engineer, Stormwater Permitting										
Eric J Svoboda, P.E., LEED AP	Mechanical, Plumbing Engineer										
Timothy C. Trewyn, P.E.	Electrical Engineer										
Anthony Colello	Electrical Designer										

29. Example Projects Keys

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Sky King Fireworks	6	Evaluating and Inspecting the City's facilities for ADA Compliance
2	Support Operations and Maintenance Facility	7	
3	Pueblo Chemical Weapons Demilitarization Facility	8	
4	Frito-Lay Distribution Center	9	
5	Killearn Lakes Elementary School	10	

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			3. YEAR ESTABLISHED	4. DUNS NUMBER
Architectural Building Corp			2003	160993668
2b. STREET			5. OWNERSHIP	
15294 101st Ter N			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	S Corporation	
Jupiter	FL	33478	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			Small	
Lawrence Daugherty, Vice President			7. NAME OF FIRM *(If block 2a is a branch office)*	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS			
561-262-5495	abc@archbldgcorp.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
06	Architect	1	
08	CADD Technician	2	
48	Project Manager	1	
15	Construction Inspector	1	
	Other Employees		
	Total		

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
R04	Parks and Marinas	1
C08	Codes, Standards, Ordinances	1
C10	Commercial Building	1
C18	Cost Estimating	1
D04	Design-Build	1
E02	Educational Facilities	1
E11	Environmental Planning	1
H09	Hospital Medical Facility	1
I01	Industrial Buildings	1
I05	Interior Design – Space Planning	1
O01	Office Buildings	1
P05	Planning - Community	1
P06	Planning - Site	1
S11	Sustainable Design	1
W01	Wareshouses	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	2
c. Total Work	2

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less Than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE		b. DATE
Lawrence Daugherty	Digitally signed by Lawrence Daugherty DN: cn=Lawrence Daugherty, o=Architectural Building Corp, ou, email=ldaugherty@archbldgcorp.com, c=US Date: 2016.09.26 10:47:28 -04'00'	
c. NAME AND TITLE		

ELECTRONIC RESPONSE TO
REQUEST FOR PROPOSAL (E-RFP)
FOR
CITY OF PORT ST. LUCIE

"A City for All Ages"

E-Bid#20160160
Design Services for the New Maintenance Building at Prineville

Submitted By:
Architectural Building Corp
15294 101st Ter N.
Jupiter, FL 33478
561-262-5495
abc@archbldgcorp.com

ARCHITECTURAL BUILDING CORP.

ATTACHMENTS:

W9 FORM
INSURANCE CERTIFICATES
REQUIRED LICENSES
DRUG FREE WORKPLACE FORM
TRUTH IN NEGOTIATION
COPY OF CHECKLIST

Google Maps

15294 101st Terrace North to 121 Southwest Port Saint Lucie Boulevard

Drive 34.2 miles, 36 min

Architectural Building Corp

15294 101st Terrace North

Jupiter, FL 33478

Get on Florida's Turnpike from Jupiter Farms Rd and FL-706 E/W Indiantown Rd

10 min (5.7 mi)

1. Head north on 101st Terrace N toward 153rd Ct N

0.1 mi

2. Turn right onto 154th Ct N

0.1 mi

3. Turn left at the 1st cross street onto Jupiter Farms Rd

2.6 mi

4. Turn right onto FL-706 E/W Indiantown Rd

2.1 mi

5. Turn left
   Partial toll road

0.2 mi

6. Keep left at the fork, follow signs for Florida's Turnpike N/Orlando and merge onto Florida's Turnpike
   Toll road

0.5 mi

Follow Florida's Turnpike to SE Bayshore Blvd in Port St. Lucie. Take exit 142 from Florida's Turnpike

23 min (27.5 mi)

7. Merge onto Florida's Turnpike
   Toll road

26.7 mi

8. Take exit 142 toward Port Saint Lucie
   Toll road

0.8 mi

Drive to SW Port St Lucie Blvd

3 min (1.0 mi)

9. Continue onto SE Bayshore Blvd

492 ft

10. Turn right onto SW Port St Lucie Blvd

0.8 mi

11. Make a U-turn at SW Airoso Blvd
    Destination will be on the right

0.1 mi

121 Southwest Port Saint Lucie Boulevard

Port St. Lucie, FL 34984

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

COUNCIL ITEM 14A
DATE 11/14/16

MEMORANDUM

TO: GREGORY J. ORAVEC, MAYOR
LINDA BARTZ, VICE MAYOR
MICHELLE BERGER, COUNCILWOMAN
RON BOWEN, COUNCILMAN
PATRICIA ROEBLING, INTERM CITY MANAGER
O. REGINALD OSENSTON, CITY ATTORNEY
JOLIEN CARABALLO, COUNCILWOMAN-ELECT
STEPHANIE MORGAN, COUNCILWOMAN-ELECT
JOHN CARVELLI, COUNCILMAN-ELECT

FROM: SHANNON MARTIN, COUNCILWOMAN

SUBJECT: SCHEDULED ABSENCE

DATE: 11/09/2016

This memo serves to let you all know in advance that I will be unable to attend the City Council Meeting on December 12, 2016 and the scheduled Council Workshop on December 19, 2016. I am scheduled to have back surgery on December 7th and will be recovering during that time.

Thank you,

SM/cf

RECEIVED
NOV 09 2016
CITY MANAGER'S OFFICE