"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, January 9, 2017 - 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

Stephanie Morgan, Councilwoman	**District I**
John Carvelli, Councilman	**District II**
Shannon Martin, Vice Mayor	**District III**
Jolien Caraballo, Councilwoman	**District IV**

Administration

Russ Blackburn, 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, January 9, 2017

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

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

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

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **INVOCATION & PLEDGE OF ALLEGIANCE**

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** - REGULAR COUNCIL NOVEMBER 28, 2016

   B. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND UTILIZE THE POLK COUNTY CONTRACT #16-017, WITH **ORLANDO FREIGHTLINER, INC.,** #20170025, PURCHASE ONE NEW PUMP TRUCK, $150,322.50, PROCUREMENT MANAGEMENT DEPARTMENT

   C. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT #FSA16-VEL24-0, **DUVAL FORD FLEET SALES**, #20170058, PURCHASE FIVE 2017 FORD F250 EXTENDED CAB 4X4'S AND ONE 2017 FORD ESCAPE, $196,057, PROCUREMENT MANAGEMENT DEPARTMENT

   D. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C), SOUTHERN SEWER EQUIPMENT SALES,** #20170068, PURCHASE ONE SIDEKICK REAR EASEMENT MACHINE, $45,500.24, PROCUREMENT MANAGEMENT DEPARTMENT

E. **APPOINTMENT OF ASSISTANT CITY ATTORNEY,** REQUEST THE APPOINTMENT OF MANNY ANON, JR., ESQ., TO THE POSITION OF ASSISTANT CITY ATTORNEY/LABOR & EMPLOYMENT, CITY ATTORNEY

F. **APPOINTMENT OF SENIOR ASSISTANT CITY ATTORNEY,** REQUEST THE APPOINTMENT OF PHILIP MUGAVERO, ESQ., TO THE POSITION OF SENIOR ASSISTANT CITY ATTORNEY/LITIGATION ASSISTANT CITY ATTORNEY, CITY ATTORNEY

G. **TRADITION DEVELOPMENT, LLC,** REQUEST FOR SPECIAL EVENT ANNUAL PERMIT FEE TO BE WAIVED FOR THE FOOD TRUCK INVASION EVENTS HELD MONTHLY, NEIGHBORHOOD SERVICES

H. **DECLARATION OF UNITY OF TITLE**, PACHECO TRUST FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, A FLORIDA LIMITED LIABILITY PARTNERSHIP, TO COMBINE LOTS 4 AND 5, BLOCK 2329, PORT ST. LUCIE SECTION 34, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

I. **HURRICANE MATTHEW FUNDING AGREEMENT,** ALLOWING FOR FEMA AND STATE REIMBURSEMENT, FINANCE DEPARTMENT

J. **MINOR SITE PLAN, STARBUCKS (BRESCIA),** LOCATED ON THE NORTHWEST CORNER OF GATLIN BOULEVARD AND BRESCIA STREET, CONSTRUCTION OF A 2,118 SQ FT ONE-STORY STARBUCKS COFFEE SHOP WITH A DRIVE-THROUGH FACILITY, P16-184, EQUITAS MANAGEMENT GROUP, LLC, PLANNING AND ZONING DEPARTMENT

K. **FELIX ASSOCIATES OF FLORIDA, INC.,** REPLACEMENT OF LIFT STATION SP-30 CONSTRUCTION PROJECT, #20160197, $380,133.65, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 150 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

L. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE FLORIDA STATE CONTRACT #2510000-16-1, **GARBER AUTO MALL,** #20170071, PURCHASE ONE NEW 2017 FORD TRANSIT CARGO VAN TO REPLACE THE VEHICLE THAT HAS EXCEEDED ITS LIFE CYCLE, $22,789, PROCUREMENT MANAGEMENT DEPARTMENT

M. **CREATIVE PYROTECHNICS, LLC,** FIREWORKS FOR THE 4TH OF JULY, #20170005, $34,300, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT WILL BE CONTINUING WITH ANNUAL EXPENDITURES AS BUDGET ALLOWS WITH NO FURTHER COUNCIL ACTION, PROCUREMENT MANAGEMENT DEPARTMENT

N. **WAIVER OF BID, CHAPTER 35.06, EQUAL TO OR LOWER THAN EXISTING FLORIDA SHERIFFS CONTRACT,** #20170061, PURCHASE OF NEW EQUIPMENT FOR POLICE VEHICLES FROM **DANA SAFETY SUPPLY (DSS),** $191,057.40, PROCUREMENT MANAGEMENT

DEPARTMENT

O. **WAIVER OF BID, CHAPTER 35.06, EQUAL TO OR LOWER THAN STATE CONTRACT,** AND PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT #FSA16-VEH24.0, **HUB CITY FORD,** #20170048, PURCHASE ONE NEW 2017 FORD EXPEDITION 4X2, TO BE USED BY THE SPECIAL INVESTIGATION DIVISION (SID), $31,467, PROCUREMENT MANAGEMENT DEPARTMENT

P. **WAIVER OF BID, CHAPTER 35.06, EQUAL TO OR LOWER THAN STATE CONTRACT,** AND PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT #FSA16-VEH24.0, **HUB CITY FORD,** #20170019, PURCHASE OF 5 NEW FORD VEHICLES TO REPLACE VEHICLES THAT HAVE EXCEEDED THEIR LIFE CYCLE, $117,771, PROCUREMENT MANAGEMENT DEPARTMENT

Q. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT #FSA16-VEL24.0, **DUVAL FORD,** #20170029, PURCHASE FOUR NEW 2017 FORD F-250 ¾ TON 4X4 EXTENDED CAB PICKUP TRUCKS TO REPLACE EQUIPMENT THAT HAS EXCEEDED ITS LIFE CYCLE, $140,976, PROCUREMENT MANAGEMENT DEPARTMENT

R. **A GREAT FENCE, LLC,** FENCING AND SAFETY NETTING, #20160071, UNIT PRICES SUBMITTED ON SCHEDULE A, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, ANNUAL ESTIMATED EXPENDITURE WILL BE AS BUDGET ALLOWS, CONTRACT PERIOD IS FOR 3 YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL 3 YEAR PERIOD, PROCUREMENT MANAGEMENT DEPARTMENT

S. **WAIVER OF BID, CHAPTER 35.06, EQUAL TO OR LOWER THAN STATE CONTRACT,** AND PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT #FSA16-VEL-24, **HUB CITY FORD,** #20170077, PURCHASE SIX NEW 2017 FORD F-150 ½ TON EXTENDED CAB PICKUP TRUCKS, FIVE TO BE USED BY FIELD INSPECTIONS AND ONE TO BE USED BY LICENSING, $121,164, PROCUREMENT MANAGEMENT DEPARTMENT

T. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN STATE CONTRACT #25100000-16-1, **DUVAL FORD,** #20170069, PURCHASE ONE NEW 2017 FORD F-450 CHASSIS CAB 4X2 DUAL REAR WHEEL, TO REPLACE EQUIPMENT THAT HAS EXCEEDED ITS LIFE CYCLE, $39,561.29, PROCUREMENT MANAGEMENT DEPARTMENT

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

A. **ORDINANCE 16-93,** AN ORDINANCE AUTHORIZING THE SECOND ABANDONMENT AND TERMINATION OF A PORTION OF A FIFTY FOOT

FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2902, AT PAGE 1177, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID PORTION OF FLOWAGE EASEMENT; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-94,** AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRAZING LEASE AGREEMENT FOR WILLIAMS ROAD PROPERTY BETWEEN JACOB CONCANNON, AND THE CITY OF PORT ST. LUCIE; PROVIDING AN EFFECTIVE DATE.

C. **ORDINANCE 16-95,** AN ORDINANCE AUTHORIZING THE CONVEYANCE FROM THE CITY OF PORT ST. LUCIE TO EQUITAS MANAGEMENT GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF APPROXIMATELY 0.66 ACRES OF REAL PROPERTY LOCATED ON GATLIN BOULEVARD JUST WEST OF BRESCIA STREET, IN ACCORDANCE WITH SECTION 2 OF THE AGREEMENT FOR EXCHANGE OF PROPERTY, EFFECTIVE ON DECEMBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

9. OTHER PUBLIC HEARINGS

10. FIRST READING OF ORDINANCES

A. **ORDINANCE 17-01,** AN ORDINANCE PROVIDING FOR THE THIRD AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR ARCCO OF SLW (FKA ARCCO OF SLW/ELKS LODGE) P16-138 LOCATED IN A PLANNED UNIT DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 17-02,** AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF PORT. ST. LUCIE AND STATE REPRESENTATIVE LARRY LEE, JR. FOR OFFICES LOCATED AT 9221 SE CIVIC CENTER PLACE, PORT ST. LUCIE, FLORIDA 34952; PROVIDING AN EFFECTIVE DATE.

C. **ORDINANCE 17-03,** AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A DISTRICT OFFICE LEASE BETWEEN THE CITY OF PORT. ST. LUCIE AND CONGRESSMAN-ELECT BRIAN MAST FOR OFFICES LOCATED AT CITY HALL, 121 SW PORT ST. LUCIE BOULEVARD, BUILDING A, ROOM 187, PORT ST. LUCIE, FLORIDA 34984; PROVIDING AN EFFECTIVE DATE.

D. **ORDINANCE 17-04,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY PROVIDING AMENDMENT TO CHAPTER 158 – ZONING CODE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

E. **ORDINANCE 17-05,** AN ORDINANCE TO REZONE 2.94 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN EDGARCE STREET AND FONDURA ROAD FROM RS-S (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS GEORGE CALLAS HOLDINGS, P16-171; PROVIDING FOR AN EFFECTIVE DATE.

F. **ORDINANCE 17-06,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR ST. LUCIE MEDICAL PARK (P16-185) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF ROI (RESIDENTIAL/OFFICE/INSTITUTIONAL) AND OSC (OPEN SPACE CONSERVATION) FOR PROPERTY LEGALLY DESCRIBED AS PORTIONS OF TRACT 1 AND TRACT 2, 1ST REPLAT OF TRACT G-5, LOCATED ON THE EAST SIDE OF SE VILLAGE GREEN DRIVE AND NORTH OF SE TIFFANY AVENUE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTIONS

A. **RESOLUTION 17-R01,** A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR TORINO LAKES FIRST REPLAT (P16-098) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF RICH TORINO, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

B. **RESOLUTION 17-R02,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE CONVEYANCE OF APPROXIMATELY 1.86 ACRES OF REAL PROPERTY LOCATED ON BRESCIA STREET BETWEEN KENWICK AVENUE AND ELMWOOD AVENUE OWNED BY EQUITAS MANAGEMENT GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, IN ACCORDANCE WITH SECTION 2 OF THE AGREEMENT FOR EXCHANGE OF PROPERTY, EFFECTIVE ON DECEMBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

C. **RESOLUTION 17-R03,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA PROVIDING FOR THE ADOPTION OF THE RULES OF COUNCIL; REPEALING THE PREVIOUSLY ADOPTED AND AMENDED RULES OF COUNCIL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. **AQUATIC VEGETATION CONTROL, INC.,** SWALE LINER MAINTENANCE- AREA B, #20170006, UNIT PRICE CONTRACT FOR $297,

PER MILE, ESTIMATED ANNUAL COST FOR SIX ROTATIONS IS $830,109.06, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 5 YEARS WITH ONE (1) FIVE (5) YEAR TERM RENEWAL OPTION, PROCUREMENT MANAGEMENT DEPARTMENT

B. **KERNS CONSTRUCTION & PROPERTY MANAGEMENT, INC.,** RIGHT TURN LANE AT SW DEL RIO & SW CALIFORNIA BOULEVARD CONSTRUCTION PROJECT, #20160190, $98,137, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 90 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

14. DETERMINATION OF EXCUSED ABSENCES

15. CITY MANAGER'S REPORT

16. COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS

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

18. ADJOURN

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

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

January Meeting Calendar

DATE	MEETING	TIME	LOCATION
1-9-17	State of the City Address	6:00 p.m.	City Hall Complex Council Chambers Building A
1-9-17	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
1-11-17	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
1-11-17	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
1-12-17	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
1-13-17	Federation of Public Employees (FOPE) Meeting	10:00 a.m.6	City Hall Complex Room 366 Building A
1-23-17	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
1-25-17	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
1-25-17	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B

CA010917

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
JANUARY 9, 2017

7. **CONSENT AGENDA**

u) CITRUS LICENSE AGREEMENT, BETWEEN THE CITY OF PORT ST. LUCIE AND BLUE GOOSE GROWERS, LLC, GRANTING THE TEMPORARY RIGHT TO HARVEST THE CITRUS CROPS LOCATED ON THE MC CARTY RANCH EXTENSION PROPERTY, CITY ATTORNEY

C2A010917

NOTICE
AGENDA ADDENDUM 2
CITY COUNCIL REGULAR MEETING
JANUARY 9, 2017

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

   a) **PROCLAMATION -** ARBOR DAY

   b) **PROCLAMATION** – DR. MARTIN LUTHER KING, JR. DAY

   c) **PROCLAMATION -** SCHOOL CHOICE WEEK

"A City for All Ages"

Proclamation

WHEREAS, *in 1872, J. Sterling Morton, who would later serve as the 3rd United States Secretary of Agriculture, proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

WHEREAS, *this day, called "Arbor Day", was first set for April 10, 1872, and celebrated with the planting of more than one million trees in Nebraska; and*

WHEREAS, *Arbor Day is now observed throughout the nation and the world on different days according to planting schedules; and*

WHEREAS, *trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*

WHEREAS, *trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and beauty in our communities; and*

WHEREAS, *trees, wherever they are planted, are a source of joy and spiritual renewal.*

NOW, THEREFORE, *I, Gregory J. Oravec, Mayor of the City of Port St. Lucie, Florida, do hereby proclaim that January 20, 2017, be observed as:*

Arbor Day

in Port St. Lucie, Florida, and ask our citizens to commemorate the day by planting a new tree.

In witness whereof, I have hereunto set my hand and caused the Official Seal of the City of Port St. Lucie, Florida, to be affixed, this ninth day of January in the year of our Lord, Two Thousand Seventeen.

Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

"A City for All Ages"

Proclamation

WHEREAS, *the Reverend Dr. Martin Luther King, Jr. was an American clergyman, activist, leader of the American Civil Rights Movement and Nobel laureate, who dedicated his life to promoting freedom, equality and justice through acts of non-violence and service to others; and*

WHEREAS, *Dr. King challenged America to live up to the "magnificent words of the Constitution and Declaration of Independence" and inspired many Americans and people across the world to take constructive action towards achieving equality, justice and a better life for us all; and*

WHEREAS, *in reflecting on Dr. King's life and legacy, we can see that one person can make a difference and a united community can change a nation and world for the better; and*

WHEREAS, *Dr. King's body, his flesh, may be gone, his body of work endures in many ways and in many people; and*

WHEREAS, *one example is the designated day to honor Dr. King's contributions to our society is celebrated as a national day of service; and*

WHEREAS, *another is, for those who read or hear them, his words are just as inspiring and useful today, words like:*

> *"Darkness cannot drive out darkness: only light can do that. Hate cannot drive out hate: only love can do that."*

NOW, THEREFORE, *I, Gregory J. Oravec, Mayor of the City of Port St. Lucie, do hereby proclaim that January 16, 2017, be recognized as:*

Dr. Martin Luther King, Jr. Day

in the City of Port St. Lucie. I encourage all residents to take this day to reflect upon Dr. King's message on the principles of justice and equality for all people and to join with your neighbors in actively participating in the betterment of our community and nation.

In witness whereof, I have hereunto set my hand and caused the Official Seal of the City of Port St. Lucie, Florida, to be affixed, this ninth day of January in the year of our Lord, Two Thousand Seventeen.

Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

"A City for All Ages"

Proclamation

WHEREAS, *all children in Port St. Lucie should have access to the highest-quality education possible; and,*

WHEREAS, *Port St. Lucie recognizes the important role that an effective education plays in preparing all students to be successful adults; and,*

WHEREAS, *quality education is critically important to the economic vitality of Port St. Lucie; and,*

WHEREAS, *Port St. Lucie is home to a multitude of thriving public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and*

WHEREAS, *educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,*

WHEREAS, *Port St. Lucie has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,*

WHEREAS, *School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.*

NOW, THEREFORE, *I, Gregory J. Oravec, Mayor of the City of Port St. Lucie, Florida, do hereby proclaim that January 22-28, 2017, be observed as:*

School Choice Week

in Port St. Lucie, Florida, and encourage all citizens to learn more about the education options available to the citizens of St. Lucie County.

In witness whereof, I have hereunto set my hand and caused the Official Seal of the City of Port St. Lucie, Florida, to be affixed, this ninth day of January in the year of our Lord, Two Thousand Seventeen.

Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

CITY OF PORT ST. LUCIE
CITY COUNCIL REGULAR MEETING MINUTES
NOVEMBER 28, 2016

A Regular Meeting of the CITY COUNCIL of the City of Port St. Lucie was called to order by Mayor Oravec on November 28, 2016, at 7:15 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. MEETING CALLED TO ORDER

2. ROLL CALL

Council Members Present:

Mayor Gregory J. Oravec
Vice Mayor Shannon Martin
Councilwoman Jolien Caraballo
Councilman John Carvelli
Councilwoman Stephanie Morgan

Others Present:

Russ Blackburn, City Manager
O. Reginald Osenton, City Attorney
Patricia Roebling, Assistant City Manager
James Angstadt, Public Works Director
John A. Bolduc, Police Chief
Carmen Capezzuto, Community Services Director
Kristina Ciuperger, Director, Communications
Joel Dramis, Building Code Administrator
Edwin M. Fry, Jr., Finance Director/City Treasurer
Bill Jones, MIS Director
Bridget Kean, CRA Director
Bradley Keen, Assistant Parks & Recreation Director
Jim MacMillan, Police Officer
Kathleen McAlpine, Civic Center Director
Jesus A. Merejo, Utility Systems Director
Karen A. Phillips, City Clerk
David K. Pollard, OMB Director
Jerome Post, Human Resources Director
Sarah Prohaska, Public Information Officer
Jack Reisinger, Building Department Manager
Donna Rhoden, Commercial Development Manager
Cheryl Shanaberger, Procurement Management Department, Director
Patti Tobin, Planning and Zoning Director
April C. Stoncius, Deputy City Clerk Supervisor

3. INVOCATION & PLEDGE OF ALLEGIANCE

The City Clerk gave the Invocation, and Mayor Oravec led the assembly in the Pledge

of Allegiance.

4. PROCLAMATIONS AND SPECIAL PRESENTATIONS

There was nothing heard under this item.

5. PUBLIC TO BE HEARD

PAT SIMMONS – GUN VIOLENCE PREVENTION FORUM

Ms. Simmons said, "I live at 156 SW Peacock. We have a new Council that hasn't heard these pleas from me before. I apologize for the redundancy, but this is my last chance until the first of the year. This morning, I heard about a four-year-old that found an unsecured loaded gun and accidently shot his two-year-old sibling. Then I heard about what happened at Ohio State this morning, though it didn't involve a gun. Initially, it was on the news that is was an active shooter. It is day after day after day that we are hearing stories like this more and more in the state of Florida. If you can put together a forum on race relations, we can do something similar on gun violence prevention. I would like to see us do something similar to the forum that I attended, which puts people on stage for 20 seconds. For the next hour and-a-half, everyone there that wants to speak is given the opportunity, and it is an open-mike session. They are developing their leaderships and forming groups and organizations, trying to solve the problem in West Palm and Broward Counties. If they can do it, we can do it. I already have some connections. After the first of the year, I'm going to be knocking on doors. I'm sick of this being swept under the rug and the can being kicked down the road. At the first of the year, start thinking about it. I will not give up until this is done. Thanks." Mayor Oravec remarked, "Thank you."

6. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Vice Mayor Martin **moved** to approve the Agenda. Councilman Carvelli **seconded** the motion. The City Clerk restated the motion as follows: for approval of the Agenda. The motion **passed unanimously** by roll call vote.

7. APPROVAL OF CONSENT AGENDA

a) **APPROVAL OF MINUTES** – REGULAR COUNCIL OCTOBER 24, 2016

b) **TREASURE COAST WOOD CARVERS,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 33RD ANNUAL WOOD CARVING SHOW, SIGNS SCHEDULED TO BE PLACED FEBRUARY 4, 2017, THROUGH FEBRUARY 14, 2017, CITY MANAGER

c) **PORT ST. LUCIE ANGLERS CLUB,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 2017 NAUTICAL FLEA MARKET, SIGNS SCHEDULED TO BE PLACED JANUARY 8, 2017, THROUGH JANUARY 14,

2017, CITY MANAGER

d) **ST. JAMES APOSTLE ORTHODOX CHURCH,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE PORT ST. LUCIE GREEK FESTIVAL, SIGNS SCHEDULED TO BE PLACED JANUARY 3, 2017, THROUGH JANUARY 15, 2017, CITY MANAGER

e) **DECLARATION OF SURPLUS ASSETS FOR ON-LINE AUCTION,** AUTHORIZATION FOR SALE AT AN ONLINE AUCTION CONDUCTED BY THE PUBLIC GROUP, LLC, #20170051, PROCUREMENT MANAGEMENT DEPARTMENT

f) **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE STATE OF FLORIDA TERM CONTRACT #43230000-15-02, **SOFTWARE HOUSE INTERNATIONAL,** #20170033, 2016/2017 FISCAL YEAR EXPENDITURE FOR RENEWAL OF EXISTING OFFICE 365 LICENSING IS $166,657.46, CONTRACT PERIOD IS FEBRUARY 1, 2016, THROUGH JANUARY 31, 2019, PROCUREMENT MANAGEMENT DEPARTMENT

g) **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE FLORIDA SHERIFF CONTRACT #FSA16-VEH14.0, **EVERGLADES FARM EQUIPMENT,** #20170013, PURCHASE OF ONE JOHN DEERE WHEEL LOADER WITH HEAVY DUTY PALLET FORK AND BUCKET, $64,700, AND FUTURE PURCHASES FROM THIS CONTRACT AS BUDGET ALLOWS, PROCUREMENT MANAGEMENT DEPARTMENT

h) **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE NATIONAL IPA CONTRACT #120535, **HECTOR TURF,** #20170012, PURCHASE OF TORO EQUIPMENT, $170,569.04, AND FUTURE PURCHASES AS BUDGET ALLOWS, PROCUREMENT MANAGEMENT DEPARTMENT

i) **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** PURCHASE OF ONE NEW 2017 22' FULL FRAME DUMP TRAILER – STEEL BODY & FRAME, **WARREN EQUIPMENT, INC.,** #20170032, $37,585, PROCUREMENT MANAGEMENT DEPARTMENT

j) **APPOINTMENT RECOMMENDATION OF ALTERNATE PLANNING AND ZONING BOARD MEMBER JAMES MYRICK TO THE AT-LARGE POSITION TO REPLACE RESIGNING BOARD MEMBER GEORGE PAPPAS, FOR A TERM ENDING ON APRIL 1, 2019,** PLANNING AND ZONING

k) **APPOINTMENT RECOMMENDATION OF KEVIN MATYJASZEK TO THE NEW GENERAL OR BUILDING CONTRACTOR MEMBER POSITION OF THE CONTRACTOR'S EXAMINING BOARD TO REPLACE GREG OLDAKOWSKI, FOR A 2 YEAR TERM ENDING NOVEMBER 2018,** BUILDING DEPARTMENT

Vice Mayor Martin **moved** to approve the Consent Agenda. Councilwoman Caraballo

seconded the motion. Councilwoman Morgan said, "On Items 7 b), 7 c), and 7 d), I'd like to know if there is a . . . I'm in support of this. I think it is awesome, but I'd like to know if there is a reason why we can't allow staff to go ahead and approve this, instead of having this come to the Board? When it is something like this, as long as they have the guidelines of being a 501(c)(3) and the time limits, and know all of the rules and have paid for their permits and such, is there a reason why we have to bring it to us for approval? It can't be approved with staff?" Mayor Oravec responded, "I guess the City Attorney or City Manager could give you a management or a legal opinion. Based on the past practice, I could just offer that as pointed out in the memo, it is a policy decision. We could work, as a Council, to create a policy for staff to approve it under certain circumstances, if that is the will of the Council. For me, it would be a separate conversation or maybe a good Workshop item. I didn't call out these items, but for me, personally, as one of the five members, this was a lot of signs going up at one time. We were going to try to keep the streets clean and clear. If we start having six or nine overlapping sponsored organizations at the same time, we are losing that. I don't know what the will of this Council is, as it relates to the use of the public right-of-way and what is appropriate and what is not, and who should get to put their signs in the right-of-way, etc."

Vice Mayor Martin said, "I think it is appropriate to bring it back for a policy discussion." Councilman Carvelli stated, "I would like it brought back for a policy discussion, too." Mayor Oravec said, "It seems like there is a consensus. Mr. Blackburn, will you bring it back at a future Workshop or Council meeting?" The City Manager replied in the affirmative. Mayor Oravec asked, "Councilwoman Morgan, did you want to ask the maker of the motion to pull those items?" Councilwoman Morgan replied, "No, sir. I just wanted to make the comment. Thank you." Mayor Oravec stated, "Thank you, ma'am. We don't have a mock meeting to go through all of this stuff. I have a very dry sense of humor, so don't let me, you know . . . I'm having a little bit of fun. You can say you'd like to remove items for separate discussion and hit those items right after the Consent Agenda." The City Clerk restated the motion as follows: for approval of the Consent Agenda. The motion **passed unanimously** by roll call vote.

8. SECOND READING, PUBLIC HEARING 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.

The City Clerk read Ordinance 16-80 aloud by title only. Mayor Oravec opened the Public Hearing and asked, "Mr. Manager, is there any presentation this evening?" The City Manager replied, "No, Mr. Mayor." There being no comments, Mayor Oravec closed the Public Hearing. Vice Mayor Martin **moved** to approve Ordinance 16-80. Councilman Carvelli **seconded** the motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-80. The motion **passed unanimously** by roll call vote.

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.

The City Clerk read Ordinance 16-81 aloud by title only. Mayor Oravec opened the Public Hearing, and asked, "Mr. Manager, any presentation?" The City Manager replied, "Yes, Mr. Fry and our financial advisor." Mr. Fry said, "This is the Second Reading to authorize the issuance of the General Obligation Bond, Series 2016. The proceeds of those bonds will be used to refund all of the, currently, outstanding 2004 and 2005 General Obligation Bonds. At the meeting two weeks ago, we provided information for the refunding of the bonds. I'd like to bring Mr. Ed Stull up, the City's financial advisor with FirstSouthwest, to provide an updated presentation for the bonds. We also have some new materials that I would like to hand out."

ED STULL, FIRSTSOUTHWEST, said, "I am the Managing Director of FirstSouthwest. We serve as a financial advisor to the City. Before you, is an ordinance regarding the refunding of the General Obligation Bonds. At the last meeting, we had some numbers in the package. The interest rates have moved around, substantially, since the Presidential election. We re-ran the numbers this morning with the updated market interest rates. The estimated par amount is $34,470,000. As Mr. Fry said, it will be refunding all of the Series 2005 and 2006 Bonds. The estimated debt service savings is approximately $3.9 million. The estimated present value of those debt service savings is about $3.8 million or about 10% of the refunded par amount. Unlike the previous refundings that the City has done this year, this will be done by a competitive sale. The bonds will be advertised on an electronic bidding platform, and all of the underwriters on Wall Street will have an opportunity to make the best and lowest interest rate bid for the City's bonds. We are projecting it to happen on December 13th. A lot of things have to happen between now and then, but the ratings are in the process. We expect to hear from standard employers tomorrow. Right now, the current rating is a double AA-. We received that back in August."

(**Clerk's Note**: A PowerPoint presentation was shown at this time.)

Mr. Stull continued, "Slide Four shows a breakdown of the actual maturities that are being refunded. You can see the 2005 Bonds have about $10.9, almost $11 million in bonds, and the 2006 Bonds have about $26.7 million, so a total of $37.7 million in bonds to be refunded. You are probably asking yourself why the new par amount is less than the amount that we are group refunding. On the slide where it says, 'Premium,' it has a $4.5 million premium amount. It is because the investors prefer a 5% coupon on the bonds, but the interest rates are much lower than that. As a result, they will pay

more than a dollar for every dollar of debt that you issue, and that is the reason why the par amount will actually be less than the outstanding debt. There has been a lot of talk about the cost of issuance. The projected savings are the net of all of the expenses. The cost of issuance, the underwriter's fees, and any lawyer's fees are all the net of those costs. We have itemized the cost of issuance, other than the underwriter's discount. I know, Mayor, in the past you have been very interested in the annual savings to the citizens of Port St. Lucie. On Page 7, we have outlined those in the Debt Service Column. As you can see, it ranges from $121,700 all the way up to almost $620,000. We take those savings and present values to today's dollar. A dollar today is worth a lot more than a dollar in 2024 or 2035. We use a mathematical formula to present value those savings to make sure that it fulfills a certain level of savings. The City's debt policy requires a 5% present value savings. The Government Finance Officers' Association has a range of anywhere between 3% - 5%. The City has a very conservative debt policy, in terms of savings level. It prevents any churning or doing a deal just to do a deal. We want to make sure that if we are going to do a refinancing that it makes sense and is worth doing. As you can see, it is a substantial amount. On slide 8 there is a more detailed calculation refunding by series. As you can see on the 2005, there is a little higher level of savings on a percentage basis . . . I'm sorry, it is a lower percentage, but still meets the 5% threshold. The 2006 Bonds, there are more bonds that have a little bit higher interest rate and are, overall, at a 10% savings."

Mr. Stull stated, "I wanted to give you some perspective, in terms of the long term interest rates. We are still at relatively historical low interest rates. However, in the last month or so, the rates have moved up substantially. On slide 9, we indicated the key dates, which are the dates of the refunding's that took place. Back on July 7th, the CRA Redevelopment Bonds were sold. On August 10th, there was a utility revenue bond. As you can see, it is the largest of the refunding's that were done this year. The SW Annexation Bonds were done on September 8th. They were at the lowest of the low point of the cycle. On October 18th, the Public Service Tax Bonds were sold. Interest rates have moved up a little bit, but then they moved up, substantially, since the election. The time table is before you. We sent the packages to Standard & Poor's back on November 9th. We had a conference call and presentation with them on November 16th. We are here for approval tonight, and pending your approval, are moving forward on the transaction. We anticipate to receive the rating from Standard & Poor's before Wednesday, and then print and mail the preliminary official statement to potential investors on Wednesday, and selling the bonds on the 13th, with the closing right before Christmas. In Tabs B & C, we put together a summary of the completed refinancing's that we have completed in 2016. As you can see, there was over $100 million in debt service savings, which is a very impressive level of savings, given the City's debt situation. We also have a pending potential financing that we listed in Tab C, which is the Special Assessment City Center Bonds."

Councilwoman Caraballo said, "There, obviously, has been a significant change between the Gross Debt Service Savings and the Present Value Savings. That is because of the market, correct?" Mr. Stull replied in the affirmative. Councilwoman Caraballo stated, "Just so I understand how this time table works, what is the expectation, as far as how much that savings could possibly be? Is it basically the actual rate? Is that locked in when we approve it or is it locked in at the closing? As far

as the time table, when is that rate locked in?" Mr. Stull responded, "It would be locked in on the 13th." Councilwoman Caraballo clarified, "So it can change from now to then." Mr. Stull said, "Absolutely, and it will change. The likelihood of it staying exactly where it is, is very slim." Councilwoman Caraballo asked, "Where do you think we will be at, at that point?" Mr. Stull responded, "We hope that it is lower. The City has a debt policy that requires a minimum present value savings of 5%. In the ordinance, we had it at a slightly higher level. If it doesn't achieve those savings, we will pull the deal from the market and not sell the bonds." Councilwoman Caraballo commented, "Thank you."

Councilman Carvelli inquired, "Can we get an actual realization of the savings after the sale occurs?" Mr. Stull responded, "Absolutely." Councilman Carvelli said, "That is what I would like to see. I'm reading some of the projections and they do look good, in terms of savings. It says, 'Future Cash Flow Savings of $6.4 million.' Where is that, Mr. Blackburn?" The City Manager responded, "I'm going to ask Mr. Fry if he will provide information on how we identify those projected savings for that debt service." Mr. Fry said, "The bonds are backed by the City's pledge of ad valorem taxes. There is a separate millage rate that is dedicated to paying the debt service on the bonds for the principle and interest. It has been at 1.2 mills for a number of years, so that millage rate is strictly dedicated to paying the principle and interest on the bonds. The funds that we collect from that millage rate are set aside in a restricted fund that can only be used to pay the principle and interest on the bonds." Councilman Carvelli commented, "Thank you."

Mayor Oravec inquired, "As it applies to the rating, when the presentation says, 'Current rating is AA-,' is that rating the 2005/2006 original bonds rating?" Mr. Stull responded, "That is the most recent update of that rating, as of August of this year." Mayor Oravec asked, "What has it done over time? Was it always AA-?" Mr. Fry replied, "I believe at one point Moody's had it as a double AA rating back in 2005 and 2006, but I would have to look at it to be sure. Subsequently, they lowered our rating. When Standard & Poor's gave us the rating on the Special Assessment District Bonds, they affirmed our AA- rating on general obligation bonds at that time. That is why we believe that they will come back with an AA- rating on the bonds." Mayor Oravec questioned, "What is the timeline on the City Center SAD bonds?" Mr. Fry answered, "That would be at the direction of the Council." Mayor Oravec stated, "It is fair to say that the GO bonds are the easiest to sell, because they have the full faith and credit of the City behind it because of the voted upon millage rate. The City Center SAD is one of our stickiest wickets, and so before these interest rates get out of control, it might be good to try to get that debt service down, because it makes the deal more feasible. We need something to happen at City Center. Of all of the things that get refinanced, I would strongly recommend we take a look at it. I'd hate to see these historic lows leave us and get above the old interest rate, and have missed the boat, so to speak." Vice Mayor Martin said, "Mayor, I agree with that 100%." Councilwoman Caraballo stated, "Mayor, I also agree with that as well." Mayor Oravec commented, "Thank you." Councilman Carvelli said, "I agree with that."

Mr. Fry said, "Based on what appears to be a consensus of the Council to move forward with the refunding on the City Center bonds, we will fast-track it and try to get it pushed through as quickly as we can." Councilwoman Caraballo commented, "Thank you."

Mayor Oravec stated, "If we are going to systematically refinance and take advantage of the interest rates, we will be kicking ourselves if we miss the City Center SAD." Mr. Fry said, "We also have the resolution that is later on the Agenda, which sets out the details of the bonds, so this presentation would also cover that particular item." Mayor Oravec inquired, "If the interest rates keep going up and the deal doesn't meet our perimeters in December, what about all of the costs involved? Do we pay nothing or do we pay something?" Mr. Fry responded, "I believe the only thing we would be responsible for is, potentially, the fee to the rating agency." Mr. Stull said, "That is correct. The rating agency fee would be a partial fee, since they wouldn't be actually issuing a rating and withdrawing it. The other fees and expenses are contingent upon the bonds being sold at the levels that the Council directs us to sell them at." Mayor Oravec said, "There is no way around that, so I appreciate it."

Vice Mayor Martin stated, "I think it is important to point out, for people that may not understand, to relate it to their mortgage. Those fees are similar to if you go for a refinance and you get a good faith estimate of what your closing costs would be. Those are the fees that Mr. Fry and Mr. Stull are talking about and we are talking about, just so that people can understand it from that point of view." Mayor Oravec said, "Absolutely, and we have to pay for them to pull our credit report, regardless of whether we go through with the loan or not." Vice Mayor Martin remarked, "Exactly."

There being no comments, Mayor Oravec closed the Public Hearing. Councilwoman Caraballo **moved** to approve Ordinance 16-81. Vice Mayor Martin **seconded** the motion. Mayor Oravec said, "I'm going to keep my fingers crossed, because the public auction of GO bonds will give us our best shot at the best possible net interest or true interest costs in this environment. We will keep our fingers crossed. I have to sign each of those bonds, and I always ask how we actually do, what our TICK was, what our True Interest Costs were, and how we did. Sometimes, we do better. Sometimes, unfortunately, we don't. Just today, I asked Mr. Blackburn in a meeting about how we can present our debt, so that we can talk about our debt portfolio with the public and share the good news of this is where it was at the beginning of the year and this is where it is now, so we are making significant headway, as we continue to save money. It is an important story for us to tell. Thank you for that conversation." The City Clerk restated the motion as follows: for approval of Ordinance 16-81. The motion **passed unanimously** by roll call vote.

9. OTHER PUBLIC HEARINGS

There was nothing heard under this item.

10. FIRST READING OF ORDINANCES

Councilwoman Morgan inquired, "In regards to the ordinances, and this is the First Reading of the Ordinances, and you usually don't do presentations. We just fly through them, or that is what I've seen before." Mayor Oravec said, "No, sometimes we don't. We are in a period of transition, because we just introduced our quasi-judicial procedures. Normally, when we have the First Reading of Ordinances, we do have a presentation and members of the public sign up to speak. Mary Ann Richard has been

here on these items from the get-go and she would normally speak on them. At the Second Reading, I would make a note that says, please introduce the testimony from the first reading to the second reading. Now, since we have the quasi-judicial, I'm just going to ask that this be a public reading of the headings, so that they are announced, publically. The hearing and quasi-judicial proceedings will take place at the second meeting. Tonight, we will just fly through them. As noted on 10 a), the quasi-judicial hearing will be on December 12, 2016, and that is when we will get into the meat of it. I was going to try to break that gently to Ms. Richard, and let her know that when the City acts like a court, a quasi-judicial entity, then we are going to treat it like a court case. We are going to comply with the state law that we have two readings of every ordinance, but we are just going to fly through these headings. That was going to be my note before we got into this item."

Councilwoman Morgan said, "The question is, when you have the first reading of the ordinances, as I was on the St. Lucie County Planning and Zoning Board, and each municipality does it a little bit different, I understand. Why wouldn't we have the first reading and presentations, and be as the quasi-judicial? That way, we can ask the questions, we can make recommendations, and then they have two weeks before they come back for the second reading to make their changes or recommendations. That would be the second hearing when we would do the final passing. I don't understand why both of them would not be quasi-judicial, being that we are hearing a presentation and having a public hearing, discussion, and questions that we will be asking. It is almost like we are doing it backwards. Why not do it first, so if we want additional information, they have two weeks to get it to us before we do the final approval at the second reading. It is just a thought."

The City Attorney said, "I believe you could do it one way or the other. I don't think the law contemplates that you do it twice. I see Councilwoman Morgan's point about being able to bring it back, but in my opinion, you don't do it twice. You can do one or the other, whatever the pleasure of the Council is or whatever the pleasure of the Chair is, quite frankly. I'd say one or the other, if it a quasi-judicial proceeding. Not all of these will be necessary." The Planning and Zoning Director stated, "Ordinances have first reading and second readings, second reading being the Public Hearing. That is why they are tied together as the quasi-judicial Public Hearing. Typically, the first reading is not noticed and there is no advertising for that reading. It is all in the second reading, and that is why we have tied the two together. I think there is opportunity for the elected officials to contact me or the City Manager, and we can answer questions. Generally speaking, these are re-zonings, and some are Comp Plan Amendments, that are consistent with the Comprehensive Plan. We are implementing that Comprehensive Plan through the rezoning."

The City Manager said, "I think it would be helpful, if we can provide a whitepaper on the practice of where the direction came from, what others are doing, what our ordinance requires, and why. I've seen it both ways. I've certainly seen the first reading be the quasi-judicial, and there is some merit to that. I think there is merit to having it at the second reading, as well. If it is the Council's pleasure, we will provide a whitepaper to you and consult with the City Attorney, to make sure we are not too far out of bounds. Staff will provide that information to you on these land development actions." Mayor

Oravec commented, "Okay. Thank you."

Vice Mayor Martin said, "I know we have new members on the Board and we went through this process. Perhaps at the orientation on Friday, it would be a good time to have that conversation and delve into it a little bit further." Mayor Oravec stated, "I plan to attend." Vice Mayor Martin said, "I plan to attend at certain points." Mayor Oravec said, "That sounds great, Mr. Blackburn. I've worked in a couple of different places. We had one process in South Miami where you had first reading of the ordinance at the city commission, and then it went to the Planning and Zoning Board for their hearing, and then after that it came back for the second reading and the public hearing. I have seen it done a little bit differently, but by doing the first reading without the actual court case, you are helping to notice that you have an upcoming court case. If you do the court case first, then what are you doing on the backside? I guess you have the opportunity to address comments, but you have already tried the case. This way, it seems like we are notifying everybody. 'Hey everybody, we have this really important court case coming up, and you might want to check it out and be here when we have the public hearing and the quasi-judicial proceeding.' It would seem that if we reverse the process, we'd lose that. I'm always open to best practice."

Councilman Carvelli stated, "I have to agree with you. I see the first reading as notification to the public, to us, and to staff that it is coming. In between, if we have questions, we could talk to our City Manager and go through him on it. The second reading being the actual time when we would vote on it. It is our decision, as individuals, to vote either way, but that is how I view it, too. The first reading is just notification and no presentation, and then getting into it at the second reading." Mayor Oravec said, "If we have a Special Exception hearing coming up in two weeks, I'd better brush up on Sections A through J in the Land Development Regulations, or whatever we have to do. I really appreciate Ms. Tobin's point, because I believe Florida Statute 166 points out that all ordinances are required through hearings. Regardless if it is quasi-judicial or not, that is the law. Now we have two things happening at once. We will discuss it further and look forward to Mr. Blackburn's whitepaper on the first of May or would you like to be on the clock, sir?" The City Manager responded, "We will bring it back." Mayor Oravec remarked, "The sooner, the better."

a) ORDINANCE 16-82, AN ORDINANCE TO REZONE 0.7 ACRES OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF GATLIN BOULEVARD AND BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CH (HIGHWAY COMMERCIAL) FOR A PROJECT KNOWN AS GATLIN LAND TRUST LOTS 14-17, P16-050; PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-82 aloud by title only. Vice Mayor Martin **moved** to approve Ordinance 16-82. Councilman Carvelli **seconded** motion. Mayor Oravec said, "I want to reach out to Ms. Richard. Could you come back during the actual Public Hearing and testimony?" Ms. Richard replied in the affirmative from the audience. Mayor Oravec stated, "Thank you so much for your understanding." The City Clerk restated the motion as follows: for approval of Ordinance 16-82. The motion **passed unanimously** by roll call vote.

b) **ORDINANCE 16-83,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR CITY OF PORT ST. LUCIE – BRESCIA STREET (P16-139) TO CHANGE THE FUTURE LAND USE DESIGNATION OSR (OPEN SPACE RECREATION) TO CH (HIGHWAY COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 35, BLOCK 1732, LOTS 12, 13, 18, AND 19, LOCATED ON THE NORTH SIDE OF GATLIN BOULEVARD JUST WEST OF BRESCIA STREET; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-83 aloud by title only. Councilman Carvelli **moved** to approve Ordinance 16-83. Vice Mayor Martin **seconded** motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-83. The motion **passed unanimously** by roll call vote.

c) **ORDINANCE 16-84,** AN ORDINANCE TO REZONE 0.66 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF GATLIN BOULEVARD, WEST OF BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CH (HIGHWAY COMMERCIAL) FOR A PROJECT KNOWN AS CITY OF PORT ST. LUCIE – BRESCIA STREET, P16-140; PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-84 aloud by title only. Vice Mayor Martin **moved** to approve Ordinance 16-84. Councilman Carvelli **seconded** motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-84. The motion **passed unanimously** by roll call vote.

d) **ORDINANCE 16-85,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR BRESCIA ST. PARCELS 12-19 (P16-047) TO CHANGE THE FUTURE LAND USE DESIGNATION RM (MEDIUM DENSITY RESIDENTIAL) TO OSC (OPEN SPACE CONSERVATION) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 35, BLOCK 1731, LOTS 12 - 19 AND LOCATED ON THE NORTHWEST CORNER OF KENWICK AVENUE AND BRESCIA STREET PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-85 aloud by title only. Councilwoman Morgan **moved** to approve Ordinance 16-85. Councilman Carvelli **seconded** motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-85. The motion **passed unanimously** by roll call vote.

e) **ORDINANCE 16-86,** AN ORDINANCE TO REZONE 1.86 ACRES OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF KENWICK AVENUE AND BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO OSC

(OPEN SPACE CONSERVATION) FOR A PROJECT KNOWN AS BRESCIA STREET LOTS 12-19, P16-048; PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-86 aloud by title only. Councilwoman Caraballo **moved** to approve Ordinance 16-86. Vice Mayor Martin **seconded** motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-86. The motion **passed unanimously** by roll call vote.

f) ORDINANCE 16-87, AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR SPEC PSL, LLC (P16-154) TO CHANGE THE FUTURE LAND USE DESIGNATION ROI (RESIDENTIAL, OFFICE, INSTITUTIONAL) TO CG (GENERAL COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 14, BLOCK 1388, LOTS 9-11 AND 33-34, AND LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD BETWEEN SAVONA BOULEVARD AND EAST CALABRIA CIRCLE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-87 aloud by title only. Councilman Carvelli **moved** to approve Ordinance 16-87. Vice Mayor Martin **seconded** motion and said, "Reading through the P&Z minutes, there were some concerns by the residents, and there was an indication that there was going to be a neighborhood meeting. I would like to know if that neighborhood meeting has taken place. If it hasn't, when is it going to take place?" The Planning and Zoning Director responded, "I don't know. You would have to ask the applicant's representative." Mayor Oravec asked, "Are we allowed to introduce this into testimony or do we have to swear him in?" The City Attorney replied, "I don't think you need to swear him in. This is almost Public to be Heard, if you will. If you want to have any questions or comments as part of your discussion, I think you can do that without the need to swear in, at this point." Mayor Oravec remarked, "Okay, please proceed."

DANIEL SORROW, COTLEUR & HEARING said, "We are agents for the owner and the applicant. As it relates to the meeting that was requested by the residents, we do intend to have that meeting with the residents. Most of their issues are Site Planning related questions, which we understand that we are going to have to meet the Land Development Code criteria. At that point, we will reach out to the neighborhood. It is part of your Code that we have to meet with them and they will be notified. We fully intend to do it." Mayor Oravec pointed out, "I guess the answer is no." Vice Mayor Martin stated, "I just want to make sure that it occurs, since that is what was represented. I understand that it comes through that process, but I just want to make sure. We've always been very vigilant about making sure there is a good partnership between the community and whatever development is going to go in." Mr. Sorrow said, "Great. Thank you."

The City Clerk restated the motion as follows: for approval of Ordinance 16-87. The motion **passed unanimously** by roll call vote.

g) ORDINANCE 16-88, AN ORDINANCE TO REZONE 1.02 ACRES OF

PROPERTY LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN SAVONA BOULEVARD AND EAST CALABRIA CIRCLE, FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS GATLIN BOULEVARD (SPEC PSL), P16-155; PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-88 aloud by title only. Vice Mayor Martin **moved** to approve Ordinance 16-88. Councilwoman Caraballo **seconded** motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-88. The motion **passed unanimously** by roll call vote.

h) **ORDINANCE 16-89,** AN ORDINANCE PROVIDING FOR THE FOURTH AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR OUTDOOR RESORTS AT ST. LUCIE WEST (MOTORCOACH RESORT) PUD (P16-160) LOCATED ON THE NORTHWEST CORNER OF NW PEACOCK BOULEVARD AND NW CALIFORNIA BOULEVARD; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-89 aloud by title only. Councilwoman Morgan **moved** to approve Ordinance 16-89. Councilman Carvelli **seconded** motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-89. The motion **passed unanimously** by roll call vote. Mayor Oravec inquired, "When these come back for all of the quasi-judicial items, let's make sure we swear in everybody at once. We will read the rules one time and knock them out." The City Attorney said, "Yes, sir. I will bring the coffee." Mayor Oravec commented, "Thank you." Vice Mayor Martin said, "Mayor, thank you for that. Anyway we can streamline this extra bureaucratic process, I would appreciate it." Mayor Oravec said, "You will not be here, so we will miss you. Maybe we can call you and you can participate."

i) **ORDINANCE 16-90,** AN ORDINANCE TO REZONE 0.46 ACRES OF PROPERTY LOCATED WEST OF SW BILTMORE STREET, EAST OF SW SOUTH MACEDO BOULEVARD, SOUTH OF SW SWAN AVE., AND NORTH OF SW LAKEHURST DRIVE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS JOSE & LISA VIDES (16-168); PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-90 aloud by title only. Councilwoman Morgan **moved** to approve Ordinance 16-90. Vice Mayor Martin **seconded** motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-90. The motion **passed unanimously** by roll call vote.

j) **ORDINANCE 16-91,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR GEORGE CALLAS HOLDINGS (P16-170) TO CHANGE THE FUTURE LAND USE DESIGNATION CH (HIGHWAY COMMERCIAL) TO CS (SERVICE COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 31, BLOCK 1711, LOTS 1-4, AND BLOCK 1712, LOTS 1-4, AND

LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN EDGARCE STREET AND FONDURA ROAD; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-91 aloud by title only. Councilwoman Caraballo **moved** to approve Ordinance 16-91. Vice Mayor Martin **seconded** motion. The City Clerk restated the motion as follows: for approval of Ordinance 16-91. The motion **passed unanimously** by roll call vote.

k) **ORDINANCE 16-92,** AN ORDINANCE REZONING PROPERTY LOCATED ON THE NORTH SIDE OF SOUTH NIEMEYER CIRCLE BETWEEN INDUSTRIAL BOULEVARD AND S.E. VILLAGE GREEN DRIVE FROM THE WAREHOUSE INDUSTRIAL ZONING DISTRICT (WI) TO THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT (PUD) FOR A PROJECT KNOWN AS ROSS MIXING PUD (P16-164); PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Ordinance 16-92 aloud by title only. Vice Mayor Martin **moved** to approve Ordinance 16-92. Councilman Carvelli **seconded** motion. Councilwoman Caraballo said, "They are decreasing the parking and increasing the height of the building. The height isn't my concern, it is the decrease in parking. Currently, they employ 37 people and would like to create approximately 60 more jobs, which would give them a maximum of 97. With the decrease in parking, is there a concern of ample parking, if they do increase their employees to 60, for a total of 97?" The Planning and Zoning Director responded, "I will be prepared at the meeting to address that. There should be ample parking. I believe there are 125 spaces provided on the expanded Site Plan, or 124." Councilwoman Caraballo remarked, "Thank you." Mayor Oravec inquired, "I'm not sure I followed that. What is the concern?" Councilwoman Caraballo responded, "They employ 37 employees and say that they have the possibility to increase their staffing by 60, which would bring the total to 97. Part of the request to expand is to increase the height of the building, but in addition, decrease the amount of parking, so they can expand." The Planning and Zoning Director stated, "It is to decrease the ratio, but still increase the parking, overall. With the addition, there will be no parking. It just won't meet the Code, which I think is one to 500 and this would be one to 700 or 800." Councilwoman Caraballo said, "I was a little confused on the wording. Mr. Blackburn and I were discussing it this morning." The Planning and Zoning Director said, "I will clear that up in the staff report or cover memo." Councilwoman Caraballo commented, "Perfect. Thank you." Mayor Oravec stated, "Thank you for the discussion. I think their proposed development standards have one per 800 square feet of floor area. Does it say that they have a variance by P&Z back in 2008?" The Planning and Zoning Director responded, "Previously, yes." Mayor Oravec said, "I'm very excited about it. They are actually one of the world's largest manufacturers of mixers and they do all sizes. They are really special. If you ever get a chance to tour the facility, it is pretty amazing." The City Clerk restated the motion as follows: for approval of Ordinance 16-92. The motion **passed unanimously** by roll call vote.

11. RESOLUTIONS

a) **RESOLUTION 16-R87,** A RESOLUTION APPROVING AND ACCEPTING THE FINAL SUBDIVISION PLAT FOR VERANO P.U.D. NO. 1, PLAT NO. 17 (THE FINAL PLAT AND CONSTRUCTION PLANS) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF VERANO DEVELOPMENT, LLC, OF FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE; P16-158

The City Clerk read Resolution 16-R87 aloud by title only. Mayor Oravec asked the City Manager if there was a presentation, to which the City Manager replied in the negative. Vice Mayor Martin **moved** to approve Resolution 16-R87. Councilman Carvelli **seconded** the motion. Councilwoman Caraballo inquired, "In regards to the parks and Open Space, after the resolution is approved, will the dedicated space be provided at that point in time?" The City Manager responded, "This would be a good question for the applicant to answer in reference to the 50 acres being dedicated to the City within two years of the date of the resolution."

DANIEL SORROW, COTLEUR & HEARING said, "We are the agents for the applicant, Verano Development. As part of our approved DRI, we are within the thresholds of providing the Open Space that will meet the criteria. I'm not familiar when that timeline is set for. I will have to find that information for you. We are up to speed on all of our DRI commitments that have been made to-date." Councilwoman Caraballo commented, "Thank you." Mayor Oravec clarified, "Mr. Blackburn, you will have staff follow up with Councilwoman Caraballo's question and have it answered to her satisfaction." The City Manager responded in the affirmative. Mayor Oravec asked, "Who wouldn't want to live in Verano? You are right there at the Crosstown and I-95. It is a beautiful community. Given that they are doing a new plat, it must mean that they are selling and we like to see that. They are doing it consistent with the previously approved DRI and Development Order from the City. It is part of our continuing and building success story and is coming out from what was here, the Great Depression, and moving forward, so it is exciting." The City Clerk restated the motion as follows: for approval of Resolution 16-R87. The motion **passed unanimously** by roll call vote.

b) **RESOLUTION 16-R88,** A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR SYMPATICO PLAZA 1 (P16-172) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF PORT ST. LUCIE PROPERTIES, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Resolution 16-R88 aloud by title only. Mayor Oravec asked the City Manager if there was a presentation, to which the City Manager replied in the negative. Councilwoman Caraballo **moved** to approve Resolution 16-R88. Vice Mayor Martin **seconded** the motion. The City Clerk restated the motion as follows: for approval of Resolution 16-R88. The motion **passed unanimously** by roll call vote.

c) **RESOLUTION 16-R90,** A RESOLUTION ACCEPTING THE DEED OF CONSERVATION EASEMENT FROM THE ST. LUCIE WEST SERVICES DISTRICT FOR APPROXIMATELY 1.5 ACRES WITHIN THE ST. LUCIE WEST DEVELOPMENT OF REGIONAL IMPACT WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE

REQUEST OF THE ST. LUCIE WEST SERVICES DISTRICT; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Resolution 16-R90 aloud by title only. Mayor Oravec asked the City Manager if there was a presentation, to which the City Manager replied in the negative. Councilwoman Morgan **moved** to approve Resolution 16-R90. Vice Mayor Martin **seconded** the motion. The City Clerk restated the motion as follows: for approval of Resolution 16-R90. The motion **passed unanimously** by roll call vote.

d) RESOLUTION 16-R89, A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR ST. LUCIE WEST PLAT NO. 194 (P16-065); WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF ST. LUCIE WEST SERVICES DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Resolution 16-R89 aloud by title only. Mayor Oravec asked the City Manager if there was a presentation, to which the City Manager replied in the negative. Councilman Carvelli **moved** to approve Resolution 16-R89. Vice Mayor Martin **seconded** the motion. The City Clerk restated the motion as follows: for approval of Resolution 16-R89. The motion **passed unanimously** by roll call vote.

e) RESOLUTION 16-R91, A RESOLUTION DESIGNATING THE CITY OFFICIALS AUTHORIZED TO WITHDRAW FUNDS FROM THE DEPOSITORY ACCOUNTS; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Resolution 16-R91 aloud by title only. Vice Mayor Martin **moved** to approve Resolution 16-R91. Councilwoman Caraballo **seconded** the motion. The City Clerk restated the motion as follows: for approval of Resolution 16-R91. The motion **passed unanimously** by roll call vote.

f) RESOLUTION 16-R86, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 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; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED 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; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH SUCH BONDS; AUTHORIZING THE AWARDING OF SAID BONDS PURSUANT TO A PUBLIC BID; AUTHORIZING THE PREPARATION AND ADVERTISING OF AN OFFICIAL NOTICE OF SALE; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AWARD OF THE BONDS AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE

DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

The City Clerk read Resolution 16-R86 aloud by title only. Mayor Oravec said, "This item was referenced in a previous presentation by Mr. Fry." Councilwoman Caraballo **moved** to approve Resolution 16-R86. Councilman Carvelli **seconded** the motion and said, "Please bring us back the final amount of savings that we discussed, Mr. Blackburn. Thank you." Mayor Oravec said, "Before we get there, we will be waiting on whether we pull the trigger or not, because of whatever the interest rates did in the interim. Let us know on the 13th, if it happens." Councilman Carvelli commented, "Let's hope that it happens." Mayor Oravec remarked, "Exactly. Thank you." The City Clerk restated the motion as follows: for approval of Resolution 16-R86. The motion **passed unanimously** by roll call vote.

12. UNFINISHED BUSINESS

There was nothing heard under this item.

13. NEW BUSINESS

a) DOUGLAS N. HIGGINS, INC., A-19 WATER CONTROL STRUCTURE AUTOMATION CONSTRUCTION PROJECT, #20160115, $651,540, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 180 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

Mayor Oravec said, "In case you didn't know, it is our practice that you explain all of these New Business items." The City Manager stated, "There is no presentation." Mayor Oravec asked, "No presentation? Alright." Vice Mayor Martin **moved** to approve Item 13 a). Councilwoman Caraballo **seconded** the motion. Mayor Oravec inquired, "Do you hear that disappointment? We look forward to a presentation." The City Clerk restated the motion as follows: for approval of Item 13 a). The motion **passed unanimously** by roll call vote.

b) CRIME LABORATORY SERVICES AT INDIAN RIVER STATE COLLEGE, #95-31218, QUARTERLY PAYMENTS OF $78,338.25, AS BUDGET ALLOWS FOR AN ANNUAL TOTAL OF $313,353, FOR THE 2016/2017 FISCAL YEAR, PROCUREMENT MANAGEMENT DEPARTMENT

Mayor Oravec asked, "Mr. Manager, any presentation?" The City Manager replied, "Chief Bolduc is here to give you background on our Crime Laboratory Services." Chief Bolduc said, "I do not have a presentation, however, I'd like to report that the Regional Crime Lab has, since we talked about them last, added the NIBIN System, which is the

National Integrated Ballistic Information Network. If you are familiar with the Cop's show, it would be like the AFIS that is used for fingerprints, but this is used for bullets and shell casings. We will have an automated system in the region and be able to enter bullets and/or shell casings. They will be compared to other bullets and shell casings recovered anywhere in the country to identify weapons. It was a decision made by the Board of Governors to enhance that capability for us in this area, because of the rise in gun violence." Mayor Oravec said, "That sounds great. Thank you for sharing that information." Vice Mayor Martin **moved** to approve Item 13 b). Councilman Carvelli **seconded** the motion. Vice Mayor Martin stated, "I had the opportunity to tour the Crime Lab, being a part of Leadership. It was an impressive facility and I saw all of the different things that they do to assist our law enforcement agencies in solving crimes. I definitely support this item." Councilman Carvelli said, "I appreciate all of the intergovernmental cooperation that goes into this. Thank you, Chief." The City Clerk restated the motion as follows: for approval of Item 13 b). The motion **passed unanimously** by roll call vote.

c) **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** LEASE PURCHASE OF 282 HANDHELD RADIOS AND 245 MOBILE/VEHICULAR RADIO SETS INCLUDING ALL ACCESSORIES REQUIRED, A 3 YEAR WARRANTY, AND PROGRAMMING, **MOTOROLA SOLUTIONS CREDIT COMPANY, LLC,** #20170017, TOTAL COST OF $2,294,457.87, A CREDIT OF $510,270.87, IS ALLOWED AS A TRADE-IN AMOUNT, AND A $500,000, DOWN PAYMENT WILL BE ISSUED, THE LEASE AMOUNT IS $1,284,187, WITH YEARLY PAYMENTS OF $272,451.05, FOR FIVE YEARS, PROCUREMENT MANAGEMENT DEPARTMENT

Mayor Oravec asked, "Mr. Manager, any presentation?" The City Manager replied, "If there is a presentation desired, Chief Bolduc is here to provide information." Councilwoman Caraballo **moved** to approve Item 13 c). Councilwoman Morgan **seconded** the motion. Vice Mayor Martin said, "I look forward to our conversations in the future about the Contingency Fund and one-time expenditures, and what we can do or what we need to address, in order to make sure that we are paying for things. Here is an example that we are leasing for 2% when, in fact, we have the funds to pay for it and be done, without having to pay for interest charges. This isn't a hill to die on for me, but for purposes of having those conversations about the Restricted or Non-Restricted, which we talked about at a Retreat, this is a good example of something that we should have a future discussion on of whether we want to have some savings. It is a small amount of savings, but there is an opportunity there." Mayor Oravec said, "Thank you. I appreciate the comment. I had a great conversation with the City Manager today about the system of doing it. The system was analyzing things through the lens of a return on the investment. When we have that cash, the contingency, plus the $25 million or less in the General Fund, if we were to ever spend it, how could we get the best return on the investment for the people of Port St. Lucie? Would it be paying cash for this lease? Would it be buying down a portion of a bond that has a 5% interest rate? I felt like Mr. Blackburn got it. Once he gets his sea legs, he is going to make sure everything comes to us with that ROI. I commend you and thank you for bringing up the point, because that is how we should look at everything. What is going to do the best for our people?" Vice Mayor Martin responded, "To that point, I feel the same way with regard to our new City Manager."

Councilman Carvelli said, "I'm not a big fan of leasing, but I did notice that you got a credit. It was a $510,000 credit that went towards the lease price and that brought down the overall cost." Chief Bolduc said, "This municipal lease to lease-to-own is not really leasing, because we take possession of the property at the very beginning of the process. It has to do with the company not wanting to have the items on their inventory, going into the new fiscal year. This is tied to a much larger radio deal that was negotiated by both St. Lucie County and Martin County at the very end of last year between Christmas and New Year's. We had to fly to Chicago to get it done. They gave us a discount and at the very end of the fourth quarter said they would give us a deeper discount, if we would purchase the radios this fiscal year. That is why I went from spreading this out over five years of budgeting from the General Fund to coming before you and asking that we go ahead and accept the 2% of the lease to get all of the radios at once and make the conversion, because the discount is so great. The discount more than covers the finance charge." Councilman Carvelli commented, "Thank you."

Councilwoman Caraballo said, "I am looking forward to the contingency conversation, because I had a similar conversation with Mr. Blackburn today regarding where we use the extra contingency money. Is it for one-time purchases? With a low interest rate of 2%, would it be advantageous to entertain something like that or would it be more interesting to look for other ways that we can do savings for the City of Port St. Lucie and its residents? I want to commend Chief Bolduc, not just for the ability to save, but also because of the fact that the current radios are not going to be usable by 2018, as they won't be supported by Motorola any longer. To update the software was a risk within itself. It is an important expenditure to make sure that our officers have the proper equipment that is the most updated. We are not going to be doing it at the last minute in 2018. Thank you." Councilman Carvelli stated, "It would be great to have a conversation on contingency use in the future. I spoke to the City Manager about how I felt about it. It would be great, if we had an open discussion with all of us present. Thank you."

Mayor Oravec said, "For the people watching at home, we are sharing that we had a conversation with the City Manager. You are asking yourself why he had the conversation five times. It is the Sunshine at work. We can't talk, as a group, under the law. We can have one-on-one conversations with him, but have to have our conversations publically. Now we are sharing with our Council-mates the kind of conversations we had." Vice Mayor Martin pointed out, "In the past, we've discussed having it as a Retreat item, so we can have everyone's take on the discussion at that time." Councilwoman Caraballo commented, "Absolutely." Mayor Oravec said, "Absolutely, but the Retreat is in March. I wouldn't be against having it a Workshop in advance." The City Manager said, "Staff will bring it back no later than the Winter Retreat, but most likely in February. That discussion will be on a City Council Agenda or a Workshop, because it would be good to look at it and establish a protocol for how we spend any undesignated reserves above what is required by GFOA; how we determine what the return on the investment is and provide that analysis for any items that are proposed to come forward out of that undesignated reserve beyond the required reserve." Mayor Oravec stated, "Excellent. Thank you. We are all looking forward to it. I can't help but beat the dead horse, as on the 2008 COP's, I think the interest rate was well over 4%, so talk about ROI. We will have that conversation in the future."

The City Clerk restated the motion as follows: for approval of Item 13 c). The motion **passed unanimously** by roll call vote.

d) AGREEMENT FOR EXCHANGE OF PROPERTY BETWEEN THE CITY OF PORT ST. LUCIE AND EQUITAS MANAGEMENT GROUP, LLC., LEGAL DEPARTMENT

Mayor Oravec inquired, "Mr. Attorney, do you have a presentation?" The City Attorney responded, "Not unless you want one." Mayor Oravec asked, "Any presentation, Mr. Manager?" The City Manager replied in the negative. Councilwoman Caraballo said, "I met with the applicant." Councilman Carvelli stated, "I rode over and looked at the property exchange. I feel very comfortable voting for it. I had an informational discussion with the applicant."

Mayor Oravec called Marianne Richard up to speak.

MARIANNE RICHARD said, "I live at 2273 SW Kenwick Avenue. I have been the representative for our neighborhood about this development. We are looking at this to be something that benefits both parties, the developer and the neighborhood. Our main concern is that the swapped lands remain Open Space Conservation. Thank you." Mayor Oravec commented, "Thank you."

Councilwoman Morgan **moved** to approve Item 13 d). Councilman Carvelli **seconded** the motion. Vice Mayor Martin said, "I'm happy to see this come back to us in this way. This has been a long process and is definitely a win-win for the City, the residents that live in the area, and the developer. I'm happy to support this." Mayor Oravec stated, "I'm proud of everyone that worked on this project and that includes Mr. Dodt and his team, the neighborhood, staff, and the way everyone came together to do the right thing. It is going to be a good-looking Starbucks and will be where it should be on Gatlin. As a result of this deal, we are going to preserve land in perpetuity and it will help the neighborhood. This is smart planning, even though we are dealing with a Starbucks on a six-lane, plus arterial, going into the I-95 exchange, as there were a lot of moving parts on this one. I thought everyone did a great job." The City Clerk restated the motion as follows: for approval of Item 13 d). The motion **passed unanimously** by roll call vote. Mayor Oravec said, "For the record, people do still get excited about Starbucks. When I told someone about the one down the street from City Hall, they really were excited." Councilwoman Caraballo commented, "I'm excited." Councilman Carvelli remarked, "Everybody is excited."

e) COAST TO COAST LANDSCAPING, MEDIAN, RETENTION POND, AND CUL DE SAC MOWING AND LANDSCAPE MAINTENANCE SERVICES – CENTRAL AND EASTERN PORT ST. LUCIE, #20160135, UNIT PRICES OF $27 PER ACRE FOR MOWING, $27 PER ACRE FOR RETENTION POND MOWING, $10 PER CUL DE SAC, $10 PER GUARDRAIL, $0.01 PER LINEAR FOOT OF EDGING, AND $200 PER SERVICE FOR THE PUBLIC WORKS COMPLEX AND PARK N' RIDE, ESTIMATED ANNUAL COST IS $249,961.44, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR FIVE YEARS WITH A RENEWAL OPTION OF ONE FIVE YEAR TERM WITH NO ADDITIONAL COUNCIL

APPROVAL REQUIRED, PROCUREMENT MANAGEMENT DEPARTMENT

Mayor Oravec asked, "Mr. Manager, any presentation on this one?" The City Manager replied, "There is no presentation, unless required." Mayor Oravec commented, "Thank you, sir." Vice Mayor Martin **moved** to approve Item 13 e). Councilwoman Caraballo **seconded** the motion. The City Clerk restated the motion as follows: for approval of Item 13 e). The motion **passed unanimously** by roll call vote.

f) COUNCIL RULES DISCUSSION, MAYOR & COUNCIL

Mayor Oravec inquired, "Council, could I ask for this to be brought back at the December 5th meeting? Would that be okay?" Councilwoman Caraballo responded, "That would be fine." Councilman Carvelli said, "I'm fine with that. I had some notes on it," and **moved** to table Item 13 f) to the December 5, 2016, City Council meeting. Councilwoman Caraballo **seconded** the motion.

Councilman Carvelli said, "I appreciate the update. I noticed it was a little outdated and I think the copy I had goes back to 2014. We might consider something after A, B, C, and D on the Definitions of Meetings. Having been through the hurricanes, when I was on the School Board, we had to conduct an emergency meeting when we had no power. I remember notification to the public and the media became difficult. I was wondering if we would consider a definition along the lines of an emergency meeting to address matters of public safety related to taking action and allocating funding expenditures. We were in the Emergency Operation Center together during the hurricane, Mr. Blackburn, and there was loss of power. I remember holding meetings with flashlights. I was wondering if we want to consider adding another type of meeting that the City Manager and Mayor can call during a state of emergency. Also, the word 'her' in the City Attorney, I noticed, appears on Page 5. It says, 'his/her' and 'her' is underlined. I didn't know if they were removing it or keeping it there. It is an old set, so I didn't know." The City Attorney stated, "I'm sad to say that, I believe, what we have in front of you is the most current version we have. We can clean this up. I'm relatively new here as well. I was working under the impression that the Council would direct what changes they wanted to make. I can wordsmith it and bring it back. It is the Council's pleasure how they want to do it."

Mayor Oravec said, "We didn't make any changes in 2014. You are seeing the last version of strikethrough and underlines for the previous changes, and it hasn't been updated for those to fall out. When you see the underline for 'her,' it is because at that time, we had a City Attorney that was a female. It should just be neutral, I think." Councilman Carvelli commented, "That would be great, Mayor." The City Attorney said, "That was one of my three lawyer nitpicking items in my memo." Mayor Oravec said, "Those should be incorporated and it would be good to have the strikethrough and underline for consideration of the Council, with any other notes that are given here at this meeting." Councilwoman Caraballo stated, "I have concerns about Number 5 and having telephonic appearances. I'm on the fence. I am not 100% opposed, if there is a discussion. I'm concerned about a vote, even though a quorum has been established. Also, if it is the Council's pleasure to move forward on Number 5, I would suggest that we discuss, as a body, that we have to vote on the occurrence. If someone is going to

be out and we are going to allow for an emergency situation for someone to vote or have a discussion over the phone, the quorum of the Council that is here should have to vote on that occurrence prior to that meeting to ensure that we are all on the same page and are all okay with the absence. Section 6(q), in regards to the format of the meeting, if I could suggest, we currently have a line that says, 'Council Committees,' and I think it would be helpful if it said, 'Council Committees and Council Comments' or do Council Committees separate and then do a line for Council Comments. Typically, we do Committee Assignments and I would like to make sure that they are addressing Committee Assignments, so people know what is going on in our committees. I always comment and we should have that opportunity to discuss other items of interest. It would be helpful to either separate them or put them on the same line, so people know what is going on. Section 9(i), concerning the time that we are on the dais, it says until 11:00 p.m., but typically, what I've seen done in the past is that we ask for a consensus if we are willing to stay past 11:00 p.m. I understand that the last section, Section 15, gives us the right to waive the rules. Our language should be reflective of what common practice is. If common practice is that we, typically, ask for a consensus to stay past the 11:00 p.m. hour, I would like to see it added. In Section (i), it sounds like more of a directive where if we go past 11:00 p.m., then we need to complete the next item and definitely stop at that point. There needs to be some flexibility in the language. On 10 (i), it says that we have 30 minutes for Public to be Heard in the first half of the meeting. If I recall correctly, I believe it was added a couple of Council meetings previously. I don't see us going past 30 minutes too often, because most of the time it is in regards to Agenda items. I don't know if it is necessary to still have that language, and don't think it is a foreseeable issue. I also agree with the memorandum that came out that we should beef up the quasi-judicial hearings in the Rules of the Council and make sure that it is clarified for first and second readings."

Councilwoman Morgan said, "On Page 3, under Order of Business, I would like to see after Roll Call, before the Invocation and the Pledge, or wherever it seems to fit, Disclosures. We just had one on the resolution regarding meeting with the applicant. I think to show transparency to everyone, Disclosures would be nice to add. I know that you have to do the ex parte communications when it is a quasi-judicial, but I also believe that when we are doing either a first reading or the resolutions that we need to disclose if we have met with the applicant and/or homeowners or the businesses. The 'his' and 'her,' I got it. The Committee Assignments, I got it. Page 11, it says, 'City staff may have as much time as necessary to make the presentation.' I know on the quasi-judicial it says, '20 minutes' for the applicant, which I'm assuming it would be referenced here. Also, add about the party intervenor and the homeowners' association or the residents. In regards to the memo from the City Attorney, Number 5 in regards to the telephonic appearance, I'm totally against it altogether. I'm sure we will discuss it later. I think you are opening up a can of worms. You are going to have the public saying, 'I'm sick and how come I can't be heard, if I have a doctor's note and can call in.' Just a thought."

Vice Mayor Martin stated, "I'm fine with the memo where Mr. Osenton is fixing the possible changes. I asked for Item Number 5, about the telephonic appearance, to be added. I think we need to get up with the times. There are a lot of other cities that allow appearances for council members that are out. I specifically asked for it to be limited to

exceptional circumstances, such as health issues for some of those similar reasons, to protect against it being overly abused. For example, I will not be present for the December 19th Workshop. If I am well enough to be able to have a conversation by a phone call and can call in, I would like to be able to do that, as a representative of my district and of the City. It is time for us to get a little bit more technologically advanced in that way. In keeping up with the times, if one of us has an exceptional circumstance, such as a health issue, we should be able to call in or to appear by Skype, or whatever we use technologically. That is why I put it on, especially if there are important issues that need to be discussed. It is not something that just because you don't feel like showing up to a meeting, you are pretending you are sick. It is if you have a valid reason, such as recovering from a surgery, which is my issue." Councilwoman Caraballo said, "I'm completely open to that discussion, Vice Mayor. I have some concerns, obviously, to ensure that we properly protect our citizens and rules, and that it doesn't become something that is habit-forming."

Mayor Oravec said, "I hope that the bookends on either side are taking notes, as we try to triangulate our consensus or our overall position, if you will. I want to be a team with the new Council. I have to think about how I share some experiences with you, without saying that I've been to these 43 different places, and share things in the right way. I want to make sure I do that, because to your point on the telephonic, I see it happening in cities throughout the state of Florida. I have worked for cities where they do it and I've consulted where they actually set up a TV. If we have a Council meeting coming up on the 12th or the Workshop on the 19th, and the Vice Mayor can't be there, it might be you next time, as we can't speak outside the Sunshine. Even though she can't vote, I want to have the benefit of her opinion and to have a discussion with her, legally, because I trust and value all of your opinions. I want that and I'd hate to make a decision, especially an important one without input. I'd had to delay the item, when we could have done it and there was a way that we could have done it, had we been up with the times. We are seeing an increasing number of things being done through Skype and other technologies. Mr. Osenton was probably going by best practices, because he did limit it to exceptional circumstances. If you wanted to sharpen that up, I'm all for it. I think the State Attorney has been involved on whether you can vote or not. This is an area of law that is changing with the times, too. I'm okay with no vote. I would like to be able to consider a Council person's input that can't be here, because of an emergency. If they are not technically present, and the Council ever felt the need to address it, because abuse was going on, then don't excuse their absence. There are a number of mechanisms that we could use to address it. I'm going to weigh in on the side of finding a way to get it done right and allowing that participation."

Mayor Oravec continued, "On the idea of Disclosures, I like transparency. I'm pro-transparency, but we have to disclose it as part of the ex parte communications any way with the corresponding item, so that it will be part of the record. I think we should do it on every item. You should share whatever you feel you should share on an item, including your disclosures. Emergency Special Meeting, I'm all for the City Attorney giving us whatever to the maximum extent." Councilman Carvelli said, "If I could follow up, I missed a couple of points. It happened during the hurricanes and the state was declared a state of emergency, the governor declared it. I felt it was important, because we had to call meetings with the Board to give them latitude to make purchases for

emergency recovery, and it was one of those situations where there is no electricity. Mr. Blackburn, you were in the Emergency Operations Center several times, as was I, in St. Lucie County. We had to have emergency meetings to give our city manager special latitude without going back to say he had spending latitudes to begin the recovery effort, in the event there was damage to city buildings, city structures, water, and utilities. If you could research it, I would appreciate it. I think we should include it in our rules, so that people would be aware of how important it is, if an emergency did occur. Thank you."

Vice Mayor Martin stated, "If we feel it is necessary to put it in writing in the rules that is fine, but we just did it with Hurricane Matthew. We had a Special Meeting to declare an emergency. It is the process that we normally do and are prepared for in these types of events. If we feel it is necessary to put it on paper for extra clarification, I don't have a problem with it. It is just part of our normal process and procedures." Councilman Carvelli said, "This was another situation outside of the fact that the emergency did occur and there were losses of 400 classrooms throughout the district. We had no electricity throughout the county in 2004 and 2005. I think it was Jeanne and Wilma that we had to call emergency meetings to say that we couldn't meet on a regular basis, as there was no way to communicate. It is just a suggestion. I can take it or leave it." The City Manager said, "I'm sure Mr. Osenton and I can identify it. The state statute provides for those emergency meetings. It would probably be good to reflect, not the full statute, but that it is authorized in your rules."

Mayor Oravec stated, "Councilwoman Caraballo, you brought up the idea of 30 minutes, and I have seen where it goes over. It is not a hill to die on for me, and we will just follow it." Councilwoman Caraballo commented, "Neither for me, Mayor." Mayor Oravec said, "The other thing that is going on here is that we are all excited about moving forward and we want to get the rules exactly how we want them. Rules also box you in and you have to balance the rules with the past practice. As much as this is the public's meeting, it is also a business meeting of a corporation with 1,000 employees and a $500 million budget, so we have to get to work. Were there any other substantive points, Mr. Blackburn or Mr. Osenton, which you need resolved to do the wordsmithing?" The City Attorney responded, "I think we've covered all of the points that were in my memo. I've made some notes on some of the other things that were brought up. Am I taking my notes and coming back with a redline of the Council Rules?" Mayor Oravec responded, "Strikethrough and underline, unless the Council has an issue with it. When you come back, we will have the strikethroughs and underlines and will be able to get through the rules, hopefully." The City Attorney remarked, "Okay, Got it."

The City Clerk restated the motion as follows: for approval to bring back Item 13 f), Council Rules, to the Council meeting of December 5th. The motion **passed unanimously** by roll call vote.

14. DETERMINATION OF EXCUSED ABSENCES

There was nothing heard under this item.

15. CITY MANAGER'S REPORT

The City Manager stated, "It is has been a pleasure. I've had a lot of fun in my first five days of work, or four days of work. One thing I would remind the Council is that we have an orientation on Friday. All of the Council is invited and it is an official meeting of the Council. For the returning members of Council, the Mayor and Vice Mayor, your presence is not needed through the whole session, but whenever you can, we would love for you to drop in. For the newly elected Council members, we really want you there all day. We will enjoy it." Mayor Oravec commented, "Thank you, sir. It has been four days, it just feels like five." The City Manager remarked, "That is true." Mayor Oravec said, "You can put in enough hours for five, sir."

Councilman Carvelli inquired, "How will the topics for the Workshop on December 19th be developed? Is it at the City Manager's discretion or should we give him some input on suggestions?" Mayor Oravec responded, "Vice Mayor, what was your understanding of the previous practice?" Vice Mayor Martin replied, "Generally, the City Manager works with staff and they have topics that they need to bring up. The City Manager would ask the Council if they had any topics that they would like to bring up for discussion." Mayor Oravec asked, "Mr. Blackburn, do you have a preferred system?" The City Manager replied, "Staff has a few items, I don't recall all of them. Certainly, anything that the Council would like to provide. If you are agreeable, I would like to provide a brief Council item for the 5th. We will bring forward the items that staff was thinking about talking about. You can add and decide which ones you want to discuss on the 19th."

Mayor Oravec said, "When I was new, I ticked the Council off, I think. I would want so many items, because I was so excited to deal with 50 things. Some of those items didn't get on, so Mr. Blackburn will have to triangulate what the consensus of the Council is. If you know you have a big issue that you feel should be heard, keep pushing it. I would encourage Mr. Blackburn to bring it forward, and I can always talk to him about the Agenda and make sure the important items are heard." Councilwoman Caraballo stated, "I wanted to acknowledge you, the Vice Mayor, and the former Council for the selection of Mr. Blackburn. It has been an absolute pleasure to work with him these last few days. He is going to make an excellent City Manager. I'm very excited about the future of the City of Port St. Lucie. Thank you." Mayor Oravec said, "Thank you. So far, so good. Those four days have gone well. He certainly got my heart beating fast when he talked about ROI's."

16. COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS

VICE MAYOR MARTIN – NO UPDATES

Vice Mayor Martin said, "I have no updates. Mayor, I will be happy to see you on the Fire Board. Welcome to the Fire Board." Mayor Oravec stated, "Thank you, ma'am. I look forward to joining you."

COUNCILMAN CARVELLI – ST. LUCIE VOICE NEWSPAPER ARTICLE

Councilman Carvelli said, "I want to compliment the St. Lucie Voice for a great story about Port St. Lucie helping to fuel regional job gains. It was a great story in the paper

from our Economic Development Council and I appreciate it. They recognized all of the hard work of all of our citizens to help create jobs. Thank you to them for the press they gave us." Mayor Oravec stated, "Thank you for bringing up some positive news. The health sector is up, professional business is up, local manufacturing, thanks to things like Expert Shutters, is up, QVC, unfortunately had to leave us, but that space was backed up with McKesson, the Teleperformance is now at 10400, creating hundreds of jobs, and it looks like the Teleperformance space will be back filled, so we are going to net big jobs there and that is a good thing. It is nice to see a positive story on the front page. Thank you, sir."

COUNCILWOMAN CARABALLO – SWEARING IN OF NEW POLICE OFFICER

Councilwoman Caraballo said, "I don't have any comments, as far as committees, because I haven't attended a committee yet. I had the pleasure and honor today to attend the swearing in of one of our police officers. It was a first for me, which might be common to some of the Council. It was extremely exciting and humbling to watch. I wish him the best of luck and I hope he stays safe. I thank him and all of our officers for their service." Mayor Oravec commented, "Thank you, ma'am."

COUNCILWOMAN MORGAN – THE ROUNDTABLE OF ST. LUCIE COUNTY AND SWEARING IN OF NEW POLICE OFFICER

Councilwoman Morgan said, "I don't have any Committee Assignment Reports, because I haven't been to one yet, but there are upcoming ones on my schedule. I have to miss the Roundtable, in order to attend the City Orientation. Hopefully, I will get an excused absence. I also had the pleasure of attending the swearing in of the police officer, which was great and was nice to go to. In the three days that we've been here, today was the first full day, and staff has been amazing. When I was walking down the halls and asking questions or picking up the phone, they have been very patient with us newbies. I hope that will continue. Thank you." Mayor Oravec remarked, "Thank you, ma'am."

MAYOR ORAVEC - SWEARING IN OF NEW POLICE OFFICER/RECENT SHOOTING AND TRADITION TREE LIGHTING

Mayor Oravec said, "I did not have any Council member committees to attend. I made it a point to go to the swearing in also. There is just so much going on right now with police officers in our country. We want you to know that we worry about you. We really appreciate you, we love you, and we respect you. We are so proud of having the safest largest City in Florida. It is part of who we are, but with what is going on and when you are out there doing your job, it can be scary and difficult. We worry about the phone call we might get, so we want you to know how much we appreciate you. I have been reflecting on it a lot and the longer that you do something exceptionally well, the harder it is to maintain. You are walking this line of how to have pride in what you do without overstepping into complacency or any number of things that you don't know, until you get to the other side of it. All the while, you are worried about whether you can make that traffic stop or go into a house and survive. There is a lot going on and we can't say it enough of how much we appreciate you. We want you to stay safe out there. If you

were at the ceremony today, there were a number of good things going on. Even though it is a difficult job, with even more difficult circumstances with the national conversation and national dynamics we are having, it may or may not apply to Port St. Lucie. Just because we see it on the nightly news, doesn't mean it is happening in Port St. Lucie. We have to make sure that we, independently, evaluate everything that happens in Port St. Lucie before we assume it, just like anything else."

Mayor Oravec continued, "Jean Valentin Bello transferred from Dallas. We all know what happened in Dallas. It is reflective of our inclusionary hiring practices in our Police Department, which I thought was great. As we know, the Police Department provides leadership and has a hiring policy that says we want to reflect the community we serve. We have someone that has family here, who transferred from Dallas and that is a veteran. We just have a lot of good things going on. It seemed like a good time to celebrate it."

Mayor Oravec stated, "We are having several ongoing conversations that I want to share with the Council about the recent shooting. As you may be aware, as people speak to you, I'm trying to facilitate a conversation with the City Manager and Police Chief with the concerned parties. I wanted to give you full disclosure and an update on it."

Mayor Oravec said, "On a happy note, the Tradition Tree Lighting was great. Councilwoman Caraballo was there and Commissioner Townsend. Tradition was packed and it was a great event. They did a bang up job out there. I hope everyone had a Happy Thanksgiving."

Vice Mayor Martin said, "I appreciate your comments. As you know, with the national news, it hits very close to home with me, since I am part of the Blue Family. I really want to thank you for that." Mayor Oravec stated, "Absolutely. We could have a Workshop on how much it means to us. We, actively, think about it and we will continue having those conversations to figure out how we can maintain the promise of being the safest, largest City for all people in Port St. Lucie."

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

There was nothing heard under this item.

18. **ADJOURN**

There being no further business, the meeting adjourned at 9:10 p.m.

_____

Karen A. Phillips, City Clerk

_____

April C. Stoncius, Deputy City Clerk Supervisor

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Director- Procurement Management Dept.
Jesus Merejo, Utility Systems Director- Interim Assistant City Manager

FROM: Gina Jolly, Buyer - Procurement Management Department

Agenda Item: Motion: 20170025 Purchase New Pump Truck

Submittal Date: 12/15/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services: Developing and maintaining a state of the art infrastructure and utility system/ Principle B Responsive to Community: Residents and Businesses: Maintaining a high level of customer satisfaction with City services

BACKGROUND: The Utility Systems Department (USD) needs to replace Pump Truck UWW-9266. The Sewer Maintenance Division utilizes a 2005 dump truck that has been converted to a pump truck, which has reached the end of its useful life. In accordance with Florida Department of Environmental Protection (FDEP) regulations, the truck is used in the process of converting existing homes from septic to city sewer. The pump truck is also utilized to clean existing city owned residential and commercial grinder systems, as well as assisting in line breaks and repairs, as needed.

ANALYSIS: Staff reviewed the pricing with Orlando Freightliner utilizing the Polk County Contract # 16-017 and find the price to be fair.

FINANCIAL INFORMATION: Funds are available in the Utility Connection Fees/ Sewer-Field Operations/Vehicles

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approval to waive the bidding, good cause shown, Chapter 35.04 (c), Contract # 20170025 Purchase New Pump Truck utilizing the Polk

County Contract #16-017, with Orlando Freightliner in the amount of $150,322.50. Delivery time is 10-12 weeks from notice to proceed.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Polk County Contract, Quote from Orlando Freightliner, Solicitation Request

*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
DEC 1 5 2016
CITY MANAGER'S OFFICE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) between Polk County (the "County"), a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida, 33830, and Orlando Freightliner, Inc., doing business as Polk Freightliner, Inc (the "Vendor"), a Florida corporation, 2455 South Orange Blossom Trail, Apopka, Florida, 32703, and whose Federal Employer Identification Number is 59-1219617.

WHEREAS, the County desires to employ the Vendor to provide certain vehicle acquisition and maintenance services; and

WHEREAS, the County has solicited for these services via an advertised request for proposals and has received one responsive proposal thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Vendor to provide it the vehicle acquisition and maintenance services; and

WHEREAS, the Vendor remains agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Vendor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise sooner terminated as provided herein.

2.0 Vendor Services

2.1 The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #16-018, to include all attachments and addenda, and (ii) the Vendor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 16-018"), all of which are incorporated into this Agreement by this reference. A complete copy of the Scope of Services

section of RFP #16-018 and the Vendor's responsive proposal is attached as a composite Exhibit "A" and made a part of this Agreement.

2.2 In the event that the County orders a vehicle or requests any Service under the scope of RFP #16-018 prior to the expiration of this Agreement and said vehicle or Service is delivered, performed, rendered or completed on a date that is later than the expiration, the Vendor and the County agree that the terms of this Agreement, and any amendments, attachments or provisions thereof, shall be automatically extended until the full completion, delivery or performance of such, Services have been rendered.

2.3 The Vendor acknowledges and agrees that the County reserves the right to make vehicle and equipment purchases or leases through alternate sources when deemed in the best interest of the County, in the County's sole discretion, and that the Vendor has not been contracted as the exclusive agent to perform any such services. In the event that the County elects to purchase or lease a vehicle, equipment or services through an alternate source during the term of this Agreement, the County shall provide prior written notification thereof to the Vendor.

2.4 The Vendor acknowledges and agrees that this Agreement may be utilized by other government agencies, municipalities, colleges and universities located in Polk County, and by other state agencies, so long as the agreement between the Vendor and the other entity does not significantly alter or expand the terms and conditions of this Agreement. Upon request, the Contractor shall extend the same rights and benefits accruing to the County under this Agreement to other local entities or agencies operating within Polk County (e.g., Polk County Sheriff's Office) and to municipalities located within Polk County. The requesting entity, agency, or municipality must provide advance written notice to the Contractor of its intent and must comply with all the corresponding duties and obligations of the County as stated in this Agreement. The Contractor may require that the requesting entity, agency, or municipality execute a separate agreement with the Contractor. The County shall have no duty or obligation whatsoever to the Contractor or to the local entity, agency, or municipality who may engage Contractor's services with respect to the performance (or non-performance) of any such services.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Vendor a fee that shall not exceed the amounts stated in Exhibit "B" which is attached hereto and made a part of this Agreement.

3.1.2 All the Vendor's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.3 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Fleet Management Division
2490 Bob Phillips Rd.
Bartow, Florida 33830
Attention: Division Director

3.1.4 By execution of this Agreement, the Vendor attests, by affidavit, to the correctness and accuracy of all charges and requested reimbursements stated in each invoice submitted pursuant to and in accordance with this Agreement.

3.1.5 The County, acting through Fleet Management, will electronically remit payment to the Contractor for all vehicles and equipment obtained pursuant to this Agreement. Vendor confirms that it is capable and prepared to receive electronic payments from the County. The County will endeavor to remit payment for new vehicles within three (3) business days after the date that the Vendor or Qualified Upfitter delivers the vehicles and correct invoice to Fleet Management, but will not be in default of this Agreement so long as payment is remitted within five (5) business days of such date. The County will endeavor to remit payment for Truck Chassis delivered to an upfitter for completion within three (3) business days after providing proof of delivery by the receiving location, but will not be in default of this Agreement so long as payment is remitted within five (5) business days of such date. All other invoices for services, parts, tags, training, etc. will be paid on a weekly basis. All invoices received by the Thursday of each week will be paid electronically on the following Tuesday.

3.1.6 The Vendor will clearly state "Final Invoice" on the Vendor's final/last billing for the Services rendered to the County. The Vendor's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt

of a Final Invoice. The Vendor hereby waives any charges not properly included on its Final Invoice.

3.1.7 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Vendor's performance of the Service or the County's acceptance of any work.

4.0 **Vendor's Responsibilities**

4.1 The Vendor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Vendor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Vendor's performance or nonperformance of this Agreement. The Vendor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Vendor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Vendor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Vendor for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Vendor. Upon receipt of such notice, the Vendor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Vendor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Vendor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Vendor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Vendor utilizes any professional associates or subcontractors in the delivery of the Services then the Vendor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its

obligations to the Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor

suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation and Employer's Liability Insurance. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Employer's Liability	$1,000,000.00

12.0 **Public Entity Crimes**

The Vendor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Vendor.

13.0 **Non-Discrimination**

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 **Designation of Party Representatives**

14.1 Upon receipt of a request from the Vendor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Vendor shall designate or appoint one or more Vendor representatives who are authorized to act on behalf of and to bind the Vendor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 **Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Vendor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Vendor shall have no right to speak for or bind the County in any manner.

18.0 **Public Records Law**

The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor will not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Vendor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

21.0 **Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County:	Fleet Management Division 2490 Bob Phillips Rd. Bartow, Florida 33830 Attention: Division Director
For Vendor:	Polk Freightliner 2455 South Orange Blossom Trail Apopka, FL 32703 Attention: Robert Scharpnick, Sales Representative

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Vendor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Vendor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 **Vendor Representations**

25.1 The Vendor hereby represents and warrants the following to the County:

25.1.1 Vendor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Vendor's performance under this Agreement will not violate or breach any contract or agreement to which the Vendor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Vendor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Vendor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Vendor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Vendor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Vendor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Vendor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Vendor is authorized to do so.

26.0 **Default and Remedy**

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Vendor, then the Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Vendor the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 **Limitation of Liability**

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 **Waiver**

A waiver by either County or Vendor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

The Vendor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. The term "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Vendor shall deliver written notice to the County describing the event in reasonably sufficient detail and how the event has precluded the Vendor from performing its obligations hereunder. The Vendor's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Vendor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Vendor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Vendor shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Vendor shall notify the County if any of the Vendor's Key Personnel (as defined within the Vendor's responsive proposal) change during the Term of the Agreement. In the event the County is not satisfied with the Vendor's Key Personnel, including any substitutions thereto, or any of the Vendor's contractors, sub-contractors, sub-Vendors, agents or employees, the County shall have the right to terminate this Agreement, as provided in Section 6.0.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk
Marcella Perkins, Deputy Clerk

Date Signed By Chairman 3/1/16
I.B

Polk County, a political subdivision of the State of Florida

By: _____
John E Hall, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Sandra B. Howard 2/19/16
County Attorney's Office Date

ATTEST:

By: _____
Sara A Pauley
PRINT NAME

Notary
TITLE

Date: March 2 2016

SEAL

SARA A. PAULEY
Commission # FF 138776
Expires August 2, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Orlando Freightliner, Inc., doing business as Polk Freightliner
a Florida corporation

By: _____
ROBERT SCHARPNICK
PRINT NAME

MUNICIPAL SALES
TITLE

Exhibit B

ORIGINAL

"ADDENDUM 1" ATTACHMENT "A" COST SHEET

Item #	Vehicle Type	Description	Net Invoice	Upfit Equipment	Dealer Percent Markup for Parts	Dealer Percent Markup of Net Invoice for New Vehicles. NOTE: must be the same for Item 1 and Item 2	Number of Hours	Hourly Warranty Labor Rate	Total Cost to the County
1	30,000 GVWR Cab and Chassis	(Duel Rear Wheel (4 X2) with 250 HP Diesel engine, Allison 2500 RDS Transmission, air conditioning, air suspension seats, factory air brakes with anti-lock, 84 inch ca and minimum 45 gallon fuel tank **per attached "Example 1".**	57,368.00	N/A		2%	N/A		58,515.00
2	52,000 lb GVWR Cab and Chassis	4 X 6 Tandem axle with a 350 HP engine, Allison RD 3000 transmission**per attached "Example 2".**	82,180	$15,000.00	N/A	2%	N/A		83,824.00
3	N/A	Parts	$10,000	N/A	10% *	N/A			11,000.00
4	N/A	Warranty Labor Rate	N/A				6	108.00	648.00
								Total(Sum of Item 1-4)	$ 153,987.00

* PCFM MUST PICK UP PARTS @ POLK FREIGHTLINER
NO 3RD PARTY PAYMENTS OR PURCHASES
NO CREDIT CARD PURCHASES

Prepared for:
Gina Jolly
City of Port St Lucie
121 SW Port St Lucie blvd
Suite 390
Port St Lucie, FL 34984-5099
Phone: 772-344-4055

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

QUOTATION

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE

AIRLINER 46,000# REAR SUSPENSION

DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE

20,000# FLAT LEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

5950MM (234 INCH) WHEELBASE

7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1600MM (63 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	$	81,299	$	81,299
EXTENDED WARRANTY		$	0	$	0
DEALER INSTALLED OPTIONS		$	66,076	$	66,076
CUSTOMER PRICE BEFORE TAX		**$**	***147,375***	**$**	***147,375***
TAXES AND FEES					
TAXES AND FEES 2% FEE PER POLK COUNTY CONTRACT 16-017		$	2,947.50	$	2,947.50
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**150,322.50**	**$**	**150322.50**

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Prepared for:
Gina Jolly
City of Port St Lucie
121 SW Port St Lucie blvd
Suite 390
Port St Lucie, FL 34984-5099
Phone: 772-344-4055

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

Manufactured by: Hol-Mac Corp.
P. O. BOX 349 • 160 COMMERCE DRIVE
BAY SPRINGS, MISSISSIPPI 39422
601-764-4121 • FAX 601-764-2029
www.e-pac-mac.com

November 22, 2016

Attn: Bob
Orlando Freightliner
Salesman: Roy Coffey

Quote: 0097

Pac-Mac is pleased to quote the following:
Model APV9060 Aluminum Tank
4500 Gallon, one compartment
Pressure / vacuum design / +14.9 / -14.9 psig @ 200° F
74" Diameter with 234" shell length
5454 Aluminum shell with a bright finish
5454 Aluminum ASME flanged & dished heads with a bright finish
Three (3) Aluminum flanged & dished baffles
External rings
Full-length aluminum sills, 34" wide
20" NVE manhole in top
NVE low profile primary shut-off near front with hose connection
Fitting in top with pressure relief valve
20" NVE pressure manhole in rear head
4" Intake in rear head w/ riser and deflector

- NVE stainless manual knife valve with cam lock and chained dust cap

4" Front load on driver's side

- NVE stainless manual knife valve with cam lock and chained dust cap

6" Flanged discharge low in rear head

- NVE stainless manual knife valve with cam lock and chained dust cap

One (1) 2" threaded nipple in top center near rear
Three (3) 5" sight eyes on rear head
Aluminum hose tray both sides, leak proof w/ fitting at rear for drain
Aluminum grating in hose trays
Aluminum tread plate hose protectors both sides
Two Aluminum Barn Door Style Toolboxes
Lights & wiring to D.O.T. specifications (LED)

- Arrow board on rear head
- Amber strobe light on top of rear head
- Two (2) work lights at rear

Mount on top of license plate bracket to accommodate back up camera
Aluminum ladder on curb side for access to manhole
Plastic mounting boards attached to sills
NVE 866 vacuum system - air cooled; 520 cfm

- Right angle gear box driven by driver side PTO
  - Smart Start PTO on Allison 3000 – 4500 RDS transmission
- Secondary shutoff to match pump
- Muffler/oil catch to match pump
- Four way valve for vacuum and pressure
- Vacuum and pressure relief valves with gauge at operating station
- Diesel flush kit

Rear view camera system

- 7" color screen display
- Mounted in cab

Unit Amount	**$66,076.46**
Unit FET	**$3,621.84**
Unit Total with FET:	**$69,698.30**

Chassis: Customer Supplied
CT = 168"
AF = 75"
Fr Axle (lbs): 20,000

Rr Axle(lbs): 44,000
GVWR (lbs): 64,000
NOTE: All customer supplied chassis must be approved by Pac-Mac engineering before delivery. Any deviation from this policy will not be accepted. All chassis must have a transmission with a PTO access point on the driver's side. To avoid extra charges the frame rails must be clear from the back of the cab to the beginning of the suspension. This applies to both the inside and outside of the frame rails. Depending on the size and application of the tank and equipment, a double walled frame rail maybe required to uphold the overall integrity of the chassis. To expedite the chassis approval process please provide the CA/CT, wheelbase, AF, and suspension capability. Engine HP and transmission model will affect the overall performance of the systems Pac-Mac provides. This information should be included in the engineering approval process.

Product Lead Time: 10 - 12 weeks

Sincerely,
Scott Branch

Order Acceptance:
Your Total order amount is listed above and does not include applicable sales tax. To accept this quote as an order, please sign and date below and return this quote/order along with your 20% deposit. Balance due on completion prior to shipping. Thank you for choosing Hol-Mac Corporation.

By signing below, the customer agrees to the terms and conditions that are provided with this quote/order.

By_____

Date_____

Prepared for:
Gina Jolly
City of Port St Lucie
121 SW Port St Lucie blvd
Suite 390
Port St Lucie, FL 34984-5099
Phone: 772-344-4055

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
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SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-15M	M2 PRL-15M (EFF:10/25/16)
Data Version	
DRL-006	SPECPRO21 DATA RELEASE VER 006
Vehicle Configuration	
001-172	M2 106 CONVENTIONAL CHASSIS
004-218	2018 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-002	LIQUID BULK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-091	MEDIUM TRUCK WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs

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Data Code	Description
Truck Service	
AA3-003	TANK BODY
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in
Engine	
101-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM
Electronic Parameters	
79A-075	75 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
Engine Equipment	
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
133-004	ONE PIECE VALVE COVER
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB

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Data Code	Description
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
120-009	FLEETGUARD PLAIN COOLANT FILTER
266-013	1100 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT

Data Code	Description
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
168-002	LOWER RADIATOR GUARD
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH
Transmission	
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES

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Data Code	Description
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
Front Axle and Equipment	
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
539-003	POWER STEERING PUMP
534-003	4 QUART POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE
Front Suspension	
620-006	20,000# FLAT LEAF FRONT SUSPENSION

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Data Code	Description
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS
410-001	FRONT SHOCK ABSORBERS
Rear Axle and Equipment	
420-1K7	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE
421-586	5.86 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS
451-023	CONMET CAST IRON REAR BRAKE DRUMS
425-002	REAR BRAKE DUST SHIELDS
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE
Rear Suspension	
622-199	AIRLINER 46,000# REAR SUSPENSION
621-007	AIRLINER HIGH POSITION RIDE HEIGHT
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP
624-016	51 INCH AXLE SPACING
888-047	MANUAL DUMP VALVE FOR AIR SUSPENSION WITHOUT GAUGE

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Data Code	Description
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE
623-002	TRANSVERSE CONTROL RODS
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)
Brake System	
018-002	AIR BRAKE PACKAGE
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL
460-001	STEEL AIR BRAKE RESERVOIRS
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)
Trailer Connections	
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE
Wheelbase & Frame	
545-595	5950MM (234 INCH) WHEELBASE
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 168.45 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 165.45 in

Data Code	Description
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 326.39
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 168.45 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 101.92 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 135.91 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER
Chassis Equipment	
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
970-040	TANK BODY 3001 TO 4500 GALLONS
Fuel Tanks	
204-195	60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	

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Data Code	Description
093-1PB	CONTINENTAL CITY SERVICE HA3 315/80R22.5 20 PLY RADIAL FRONT TIRES
094-1RB	CONTINENTAL HDL2 11R22.5 14 PLY RADIAL REAR TIRES
Hubs	
418-056	CONMET PRESET PLUS IRON FRONT HUBS
450-056	CONMET PRESET PLUS IRON REAR HUBS
Wheels	
502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
Cab Exterior	
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTS
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
754-008	2-1/2 INCH FENDER EXTENSIONS
678-001	LH AND RH GRAB HANDLES
646-009	PAINTED PLASTIC GRILLE
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
726-001	SINGLE ELECTRIC HORN
728-001	SINGLE HORN SHIELD
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY
302-001	(5) AMBER MARKER LIGHTS
311-001	DAYTIME RUNNING LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS
797-001	DOOR MOUNTED MIRRORS

Data Code	Description
796-001	102 INCH EQUIPMENT WIDTH
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS
729-001	STANDARD SIDE/REAR REFLECTORS
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-003	MANUAL DOOR WINDOW REGULATORS
663-013	TINTED WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED
Cab Interior	
707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
720-002	2-1/2 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS

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Data Code	Description
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-036	VINYL WITH VINYL INSERT DRIVER SEAT
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT
763-101	BLACK SEAT BELTS
532-001	FIXED STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS
Instruments & Controls	
732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE

Data Code	Description
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP
73B-998	NO LANE DEPARTURE WARNING SYSTEM
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
8D1-998	NO DIRECT CONNECT
162-011	IDLE LIMITER, ELECTRONIC ENGINE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS
869-998	NO MISCELLANEOUS GAUGES

Design

065-000	PAINT: ONE SOLID COLOR

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Data Code	Description
Color	
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
98K-998	NO FUEL TANK CABINET PAINT
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING
Certification / Compliance	
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Dealer Installed Options

		Weight Front	Weight Rear
TANK	APV9060 ALUMINUM TANK 4500 GALLON	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

~~2016~~ 20170025 GJ

SOLICITATION REQUEST

Department: Sewer Pm Department Technical Specialist: Nick Grande Extension: 5402

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) New Pump truck replacing pump truck US-9266

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

Date plans received approval by City Building Department_____
Estimated time frame for completion of project after award_____
Replacement: [X] Yes [ ] No Total Project Budgeted Amount: 150,000
If professional services what is the estimated construction cost_____ Any grant funds being used for consultants_____ construction_____ Type/Name of Grant_____
Do you want to use the Continuing Service Contracts_____
Liquidated damages amount (for construction only); _____ Do you want retainage_____
Why do you want retainage? _____
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
564100	439	3515	564100	

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:
Pump out residential grinders, septic systems, excavation sites & low pressure main pump offs.

If digging or trenching is required what is the depth? _____
If work is ~~in water~~, what is the depth?_____ Is the water navigable?_____
If this is a building, how many stories?_____

Department Head Approval

11-3-16
Date

11/2/2016

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Jesus Merejo, Director of Utility Systems
Cheryl Shanaberger, Director-Procurement Management Dept.
Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170058 – Five (5) New 2017 Ford F250 Extended Cab 4x4 and One (1) New 2017 Ford Escape

Submittal Date: 12/20/2016

STRATEGIC PLAN LINK: Port St Lucie Mission, Principle A, Exceptional Municipal Services, "Provide resources to support defined City Services and service levels".

BACKGROUND: The Utility Systems Department is in need of purchasing five (5) new 2017 Ford F250 Extended Cab 4x4 and one (1) new Ford Escape. The current vehicles have over 150,000 miles and have exceeded their life cycle. To avoid future maintenance cost and down time for these vehicles, replacement is recommended. The Ford Escape will be replacing unit U-09, the trucks being replaced are units UCC-6418, UWD-5646, UWD-0106 which was totaled in an accident and two (2) new vehicles will be purchased for two (2) new position.

ANALYSIS: Staff has reviewed the Florida Sheriff's Contract # FSA16-VEL24.0 cost for five (5) new Ford F250 extended cab 4x4 and one (1) new Ford Escape. The cost for the five (5) 2017 Ford F250 Extended Cab for $175,265.00 and one (1) 2017 Ford Escape for $20,6792.00. The State Contract pricing are for the 2016 models.

FINANCIAL INFORMATON: Funds are available in the Utility Operations/Utility Engineering, Wastewater-Preventive Maintenance, Cross Connection Flushing, Water Distribution-Preventive Maintenance/Vehicles.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, Chapter 35.04 (c), Good cause shown, participate in the Florida Sheriffs Association & Florida Association of

Counties Contract # FSA16-VEL24-0 to purchase six (6) vehicles from Duval Ford for the total amount of $196,057.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote Duval Ford, Florida Sheriffs Association Vehicle Specifications #29 &58 and relinquish 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
DEC 2 0 2016
CITY MANAGER'S OFFICE

DUVAL Ford

State Employee Contract Pricing

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at COST using State Employee Contract Pricing.

CALL: (800) 646-0584 or go to www.duvalford.com

CITY OF PORT ST LUCIE

Prepared for:	Contract Holder	DATE:
CITY OF PORT ST LUCIE SHERRI HAWES 772-871-5221 shawes@cityofpsl.com	*Duval Ford Fleet Sales* *Bambi Darr* *(Work) 904-388-2144* *(Fax) 904-387-6816* Bambi.Darr@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210* *CENTRAL*	12/1/16

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEL14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 29	*2017 FORD ESCAPE 4-DOOR UTILITY VEHICLES - 4X4 OR AWD (U9G)*	$ 20,748.00
0	200A	SE TRIM PACKAGE	NC
0	99D	1.5L ECOBOOST ENGINE WITH AUTO START-STOP TECHNOLOGY	STD
0	STD	LIMITED SLIP DIFFERENTIAL	STD
0	STD	POWER WINDOWS/ DOOR LOCKS	STD
0	STD	BACK UP CAMERA- FACTORY	STD
0	942	DAYTIME RUNNING LIGHTS	$ 44.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	KB	INTERIOR: CHARCOAL BLACK CLOTH	STD
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 20,792.00
TOTAL QUANTITY		1 *TOTAL PURCHASE*	$ 20,792.00

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X4 OR AWD (Specification #29)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LG26)	Western	$21,684.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LG26)	Northern	$21,446.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LG26)	Central	$21,446.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LG26)	Southern	$21,446.00
AutoNation CDJR Pembroke Pines	2017 Dodge Journey (JCEH49)	Western	$21,819.00
AutoNation CDJR Pembroke Pines	2017 Dodge Journey (JCEH49)	Northern	$21,739.00
AutoNation CDJR Pembroke Pines	2017 Dodge Journey (JCEH49)	Central	$21,739.00
AutoNation CDJR Pembroke Pines	2017 Dodge Journey (JCEH49)	Southern	$21,739.00
DUVAL FORD LLC	2017 Ford Escape (U9G)	Western	$20,638.00
DUVAL FORD LLC	2017 Ford Escape (U9G)	Northern	$20,678.00
DUVAL FORD LLC	2017 Ford Escape (U9G)	Central	$20,748.00
DUVAL FORD LLC	2017 Ford Escape (U9G)	Southern	$20,831.00
Gainesville Buick GMC	2017 GMC Terrain (TLG26)	Western	$22,891.00
Gainesville Buick GMC	2017 GMC Terrain (TLG26)	Northern	$22,771.00
Gainesville Buick GMC	2017 GMC Terrain (TLG26)	Central	$22,871.00
Gainesville Buick GMC	2017 GMC Terrain (TLG26)	Southern	$22,876.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLJL74)	Western	$21,688.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLJL74)	Northern	$21,613.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLJL74)	Central	$21,613.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLJL74)	Southern	$21,613.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22217)	★Western	$18,841.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22217)	★Northern	$18,591.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22217)	★Central	$18,788.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22217)	★Southern	$18,945.00

Rountree-Moore Toyota	2017 Toyota Rav4 (4432)	Western	$23,725.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4432)	Northern	$23,481.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4432)	Central	$23,673.00
ALAN JAY TOYOTA	2017 Toyota Rav4 (4432)	Southern	$23,597.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X4 OR AWD
SPECIFICATION #29

2017 Chevrolet Equinox (1LG26)
2017 Dodge Journey (JCEH49)
2017 Ford Escape (U9G)
2017 GMC Terrain (TLG26)
2017 Jeep Cherokee (KLJL74)
2017 Nissan Rogue S (22217)
2017 Toyota Rav4 (4432)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/TRANSAXLE:

   a. Four wheel drive to include automatic locking hubs, all required options included.
   b. Limited slip differential on 4-wheel drive, if available (except AWD).
   c. Manufacturer's standard automatic transmission/transaxle.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Manufacturer's standard air conditioning with 134A system.
   b. Manufacturer's standard tinted glass all around.
   c. Manufacturer's standard AM/FM stereo.
   d. Power windows, power door locks, cruise control and tilt steering wheel.
   e. Manufacturer's standard floor covering.
   f. Manufacturer's standard production seats. Purchaser will select color at time of order.
   g. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

a. Manufacturer's standard tires and wheels.
b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
b. Manufacturer's standard fuel tank.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X4 OR AWD
SPECIFICATION #29

2017 Ford Escape (U9G)

The Ford Escape (U9G) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$20,638.00	$20,678.00	$20,748.00	$20,831.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Escape (U9G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$20,638.00	$20,678.00	$20,748.00	$20,831.00

Order Code	Delete Options	All Zones
	Cruise control	NA
	Limited slip differential on 4-wheel drive	NA
	On-Star	NA
	Power windows	NA
	Power door locks	NA
	Satellite radio	NA
	Tilt steering wheel	NA

Order Code	Add Options	All Zones
999 [1]	Engine upgrade - specify *2.0L EcoBoost® Engine with Auto Start-Stop Technology* [1]	$1,294.00[1]
	CNG model - specify	NA
	Bi-fuel model - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Factory external engine oil cooler	NA
	Battery, 650-cca or greater	NA
TREM [1]	Tremco anti-theft - foot activated, dealer installed *Product Specifications The Anti-Theft system will turn on automatically every time the vehicle shift lever is placed in the "park" position. The system shall not require a key or switch to activate, since quick departures are common in police procedures. This technology enhances 100% usage. With the motor running and the Anti-Theft system activated, the automatic transmission shift lever won't move out of the "park" position. The motor of a parked vehicle with the Anti-Theft system will be capable of starting, but the shift lever won't move out of the "park" position as in #2. The Anti-Theft system shall be deactivated by means of a not easily identifiable covert hidden floor switch system made of rubber material that has no electrical wires to sustain water damage.* [1]	$220.00[1]
U9G.201A [1]	Manufacturer's model upgrade package (specify pkg. bid) *SE Technology PackageBLIS (Blind Spot Information System) W/Cross -Traffic Alert, Headlamps – Halogen Projector with LED Sig Lighting (LED Signature Lighting non-configurable replaces the standard Configurable Daytime Running Lamps (DRL)), 9Speakers, One-Touch -Up/Down Front and Rear Window, Power Converter 110V Outlet (replaces the rear center consolePowerpoint port), RevSensingSystm, RoofRackSideRails–Black,SYNC3–EnhancedVoiceRecognitionComand Entertainment System– 8"LCD CapacitiveTouchscreenin Center Stack with Swipe Capability–Pinch-to-Zoomcapabilityincludedwhenequiped w/available VoiceActivated Touchscreen NavigationSystem–AppLink– 911 Assist–SmartChargingUSB ports–2,SYNC® Connect. When this package is ordered with the SE Cold Weather Package (66W) or with the SE Leather Comfort Package (66A), the features on the sideview mirrors are Power/Heated Glass and BLIS® (Blind Spot Information System) with Cross-Traffic Alert*[1]	$1,394.00[1]
66A* [1]	Seat trim upgrade - specify *requires U0G.201A model upgrade. Leather seating is standard with Titanium model upgrade SE Leather Comfort Package * 10-Way Power Passenger Seat * Heated Front Seats * Leather-Trimmed Seats * Leather-Wrapped Gear Shif Knob * Leather-Wrapped Steering Wheel * Mirrors, Sideview – Power and Heated Glass with BLIS® (Blind Spot Information System) with Cross-Traffic Alert! Note: Not available with SE Cold Weather Package (66W) Note: Not available with SE Sport Appearance Package (65Q)*[1]	$1,594.00[1]
	AM/FM radio with single CD	Std
3K [1]	Additional Key(s) or Key Fob(s) when applicable	$275.00[1]
	Remote keyless entry	Std

VEHICLE:	Escape (U9G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$20,638.00	$20,678.00	$20,748.00	$20,831.00

NS [1]	5" round dome lamp between sunvisors	$146.00 [1]
	Rear window defogger	Std
	Rear window washer/wiper with intermittent feature	Std
50C [1]	Heavy duty rubber floor mats	$74.00 [1]
85T [1]	Cargo area cover	$134.00 [1]
	Privacy glass, factory installed *INCLUDED IN BASE. ADD $95 FOR FRONT WINDOWS AND $385 FOR LIMO TINT FOR UNDERCOVER.* [1]	Std [1]
	Side air protection (may affect cage availability)	Std
VV [1]	Vent visors - stick-on style	$160.00 [1]
RS [1]	Rainshields - flange style	$160.00 [1]
	~~Running boards~~	NA
942 [1]	Daytime running lights *Daytime Running Lamps (DRL) (Non-Configurable) Note: Replaces the standard Configurable Daytime Running Lamps (DRL) Note: Not available with SE Sport Appearance Package (65Q)* [1]	$44.00 [1]
	Immobilize daytime running lights *Configurable Daytime Running Lamps (DLR) are standard and would need to be turned off by driver.* [1]	NC [1]
	Fog lamps	Std
	Tow hooks	NA
N2 [1]	Nitrogen filled tires including spare tire	$225.00 [1]
	Full size spare tire and rim *MINI SPARE INCLUDED* [1]	NA [1]
	Outside tire carrier	NA
153 [1]	Front license bracket	NC [1]
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC [1]	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Typically for agencies that may want to have a "constant hot" camera to remain on while vehicle is in park controlled by an on/off switch. Provides constant surveillance* [1]	$695.00 [1]
U9J.300A [1]	Optional equipment - specify *Includes all SE equipment plus; Hands-Freeliftgate,Roof-RackSideRailsSILV, 235 50R18 All-Season,18"SparkleSilver-Painted Alum,AmbientLightg, HighGlossBlackCenter Finish Panel, Console,WindowSwitchBezels, Leather-Wrapped Gear Shift Knob&steeringwheel,PowerConverter110 V Outletreplaces the rear center console Powerpoint port,Leather-Trimmedseats,10-Way Power and Heated Driver and Passenger Seat, memorydriver,Auto-DimmingRearviewMirror,Headlamps – Halogen Projector with LED Signature Lighting(LED Signature Lighting (non-configurable) replaces the standardConfigurable Daytime Running Lamps (DRL)),Sideview-heatedmanualfoldmemorysecurityapproach turn signal indicator perimeteralarm,blis,revsensystem, sync3, 10spk audio,syncconnect,hdradio,Intelligent Access with Push-Button Start, Keyless-Keysets Two (2) Passive Keys,Remote Start System,Universal Garage Door Opener,Windshield Wiper De-Icer* [1]	$5,799.00 [1]
U9J.301A* [1]	Optional equipment - specify *Requires U9J.300A model upgrade and adds: Titanium Technology Package * Enhanced Active Park Assist with Parallel Parking, Park Out Assist, Reverse Perpendicular Parking, and Forward and Side Sensing Systems* Headlamps– Auto High Beam– Bi-Xenon HID with LED Signature Lighting * Heated Steering Wheel * Lane-Keeping System includes Lane-Keeping Alert, Lane- Keeping Aid and Driver Alert System * Rain-Sensing Wipers (Front Only) * Supplemental PTC Heater* [1]	$1,994.00 [1]

VEHICLE:	Escape (U9G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$20,638.00	$20,678.00	$20,748.00	$20,831.00

OPT EQUIP [1]	Optional equipment - specify *HAVIS UNIVERSAL LAPTOP STAND WITH LAPTOP TRAY. FOR INVERTER USE $400. For Derive Speed Plus installed USE $450. Limits top speed and Fuel economy program is developed to maximize the fuel economy of your fleet. This program contains hundreds of precise changes in key areas of the vehicle calibration. By optimizing these parameters, you can reduce your vehicle's average fuel consumption by up to 12% annually. Proven Fuel Facts: -Increase your fleets overall Fuel Economy by up to 12% -10-30% Reduction in Idle Fuel Consumption -Fuel gains independently Lab Tested & Verified -50 State Emissions Legal -Reduces your company's Carbon Footprint -Prevents premature vehicle wear and prolongs the vehicles life cycle -Vehicle calibrations are programmed into the vehicle via Derive --Efficiency's exclusive hand-held programmer through the OBDII diagnostic port with no tools required.* [1]	$695.00[1]
DISCOUNT [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00[1]
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00[1]
LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is Responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $300* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $300* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $500* [1]	$2,400.00[1]
DB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2195. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $605* [1]	$1,590.00[1]
DE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2195. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $555* [1]	$1,860.00[1]
DP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2195. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $505* [1]	$2,615.00[1]

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CITY OF PORT ST LUCIE

Prepared for:	Contract Holder	DATE:
CITY OF PORT ST LUCIE SHERRI HAWES 772-871-5221 shawes@cityofpsl.com	*Duval Ford Fleet Sales* *Bambi Darr* *(Work) 904-388-2144* *(Fax) 904-387-6816* Bambi.Darr@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210* CENTRAL	12/1/16

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEL14.0 chassis / FSA16-VEL24.0. (www.fisheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 58	*2017 FORD F-250 3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 (X2B)*	$ 25,563.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	164	164" WHEEL BASE 8' BED	NC
0	X3E	3.73 ELEC LOCKING AXLE	NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS	STD
0	STD	FULL SIZE SPARE TIRE AND RIM	STD
0	52B	ELECTRIC BRAKE CONTROLLER	$ 269.00
0	213	SHIFT ON THE FLY	$ 184.00
0	HD TOW	TRAILER TOW PACKAGE	$ 725.00
0	LINX SB	SPRAY ON BEDLINER FOR UTILITY BODY TO INCLUDE TOPS AND REAR BUMPER	$ 955.00
0	KSB 696J	KNAPHEIDE SERVICE BODY 696J	$ 5,500.00
0	KSB 696J	MASTER LOCKS	$ 500.00
0	KSB 696J	CABINET LIGHTS	$ 500.00
0	31V.31B	SHIP THROUGH TO INCLUDE CERTIFICATION, MSO, WEIGHT SLIP AND DEALER PDI	$ 260.00
0	942	DAYTIME RUNNING LIGHTS	$ 44.00
0	76C	BACKUP ALARM	$ 139.00
0	872	BACKUP CAMERA WITH 3.5" LCD- INSTALLED BY UPFITTER	$ 414.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	STD
0		VINYL FLOOR	STD
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 35,053.00
TOTAL QUANTITY		2 *TOTAL PURCHASE*	$ 70,106.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #58)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Western	$26,895.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Northern	$26,757.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Central	$26,757.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Southern	$26,894.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Western	$25,250.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Northern	$25,250.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Central	$25,563.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Southern	$26,077.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Western	$26,732.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Northern	$26,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Central	$26,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Southern	$26,731.00

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)
2017 Ford F-250 SD (X2B)
2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard V8 gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

   a. Manufacturer's standard automatic transmission.
   b. Manufacturer's standard drive axle ratio for engine and transmission combination.
   c. Limited slip differential on 4-wheel drive.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Manufacturer's standard air conditioning with 134A system.
   b. Manufacturer's standard tinted glass all around.
   c. Manufacturer's standard AM/FM stereo.
   d. Heavy duty rubber floor covering instead of carpet.
   e. Manufacturer's standard production seats. Purchaser will select color at time of order.
   f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

   a. Manufacturer's standard tires and wheels.

b. Conventional spare tire mounted underbody.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
b. Manufacturer's standard fuel tank.
c. Manufacturer's standard front and rear bumpers.
d. Fleetside long bed.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Ford F-250 SD (X2B)

The Ford F-250 SD (X2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

Order Code	Delete Options	All Zones
SWB [1]	6' cargo box in lieu of 8'	NC[1]
58Y [1]	AM/FM stereo radio *Na with model upgrade* [1]	$20.00[1]
M57 [1]	Air conditioning	$300.00[1]
66D [1]	Cargo box and rear bumper *PICKUP BOX DELETE (66D) (Included with Body Options) Optional XL and XLT Pickups,Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Not available with: 20" Wheels and Tires, FX4 Off-Road Package (17X) Deletes: Pickup Box and Tie-down hooks,Tailgate, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp* [1]	$100.00[1]
51X [1]	Full size spare tire and rim	$50.00[1]
DX3E [1]	Limited slip differential on 4-wheel drive	$50.00[1]

Order Code	Add Options	All Zones
99T [1]	Engine upgrade - specify *6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140)* [1]	$8,594.00[1]
98R [1]	Engine upgrade - specify *Operator Commanded Regeneration with Active regeneration Inhibit (req. 99T). The DPF requires periodic maintenance, called regeneration, for proper diesel emissions control. The vehicle will automatically initiate this maintenance process with a Passive or Active Regeneration depending on the operational use and how much it is driven at speeds above 30 mph. The vehicle may be equipped with Operator Commanded Regeneration (OCR) designed for applications where the vehicle is rarely, if ever, driven above 15–20 mph.* [1]	$249.00[1]
98F [1]	Bi-fuel model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide; www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
98F [1]	CNG model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE. This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
CNG [1]	CNG conversion (discuss with dealer) ** REQUIRES 6.2L V8 Engine, AND 98F; includes freight transfer * SULEV Systems, OBD - II Compliant CARB & EPA Certified,Dedicated and Bi-Fuel Systems Available , In-Bed and Underbody Packages Available, Standard CNG Systems 24 GGE* [1]	$11,850.00[1]
LPG [1]	LPG conversion (discuss with dealer) *Roush clean tech Under Bed Tank 21 gal gge. Includes additional transportation. Must add 98F & 31p-D9E Ford Ship through at $132* [1]	$11,850.00[1]

VEHICLE:	F-250 SD (X2B)			
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86M [1]	Battery, auxiliary HD *Dual Batteries (78 Amp.) on 6.2L Gas. FOR optional battery mounted in service body compartment use $596 which includes proper battery cabling and battery box* [1]	$209.00 [1]
	Increase to 9,900 lbs. GVWR *10000 GVWR* [1]	Std [1]
52B [1]	Electric brake controller *Trailer Brake Controller (TBC) (Verified to be compatible w/select Electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector) Included in model upgrade package XLT.* [1]	$269.00 [1]
	Traction control *AdvanceTrac® with RSC® (Roll Stability Control™)* [1]	Std [1]
X2B.603A [1]	Manufacturer's model upgrade package (specify pkg. bid) *All XL content, plus: BoxLink (includes four (4) premium locking cleats) Bumper – front & rear, chrome, Grille two bar, bright chrome Wheels, 4.2" LCD Productivity Screen in Cluster, Floor covering – color-coordinated, full carpet, Floor mats carpet, Power Equipment, power tailgate lock* Front, high-series cloth 40/20/40 split bench under-seat storage, w/center armrest,cupholder and storage driver and passenger w/covered mirrors* Windows – rear, fixed privacy glass* Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals, Rear View Camera, Remote keyless entry and Perimeter, anti-theft alarm, Cruise control (steering wheel-mounted), SYNC,4.2" LCD Center screen,AppLink, USB port *AM/FM Single-CD/MP3 SiriusXM®, Trailer Brake Controller (incl. Smart Trailer Tow Connector)* [1]	$4,400.00 [1]
LS [1]	Seat trim upgrade - specify *Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only)* [1]	$354.00 [1]
90L [1]	Power windows/door locks *Available on XL; standard on XLT. Not available with: Air conditioning delete (M57-572) Includes: Accessory delay Manual-telescoping, manual-folding trailer tow mirrors with power/heated glass, heated convex spotter mirrors, integrated clearance lamps/turn signals (XL and XLT only) MyKey Perimeter alarm Power front windows with one-touch-up/-down, Power locks, Remote Keyless SecuriLock PATS. Deletes: Passenger-side lock cylinder.* [1]	$914.00 [1]
525 [1]	Speed control/tilt steering wheel *Tilt wheel is Standard. Speed control included with model upgrade package and 96v/ OR 17s* [1]	$234.00 [1]
4S [1]	Bucket seats in lieu of bench seat *Cloth 40/Mini-Console/40, manual lumbar (driver's side only)* [1]	$614.00 [1]
AS [1]	40/20/40 seat in vinyl *HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)* [1]	Std [1]
1S [1]	40/20/40 seat in cloth *Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only). With upgrade package (3S) included: Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)* [1]	$99.00 [1]
16F [1]	Carpet in lieu of rubber floor covering *Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. ADD $1179: STX APPEARANCE PACKAGE (17S)Availability: Optional on XL Not available with: XL Value Package (96V) Includes: AM/FM Stereo Single-CD/MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab Bright Chrome Grille, Bright Hub Covers (SRW only), Chrome Front and Rear Step Bumpers, Cruise Control (steering wheel-mounted), STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (64B) (F-250/F-350 SRW)* [1]	$59.00 [1]
16S [1]	Floor mats *All Weather Mats, requires upgrade package. Carpet mats included in upgrade packages. For Weathertech floor liners use $339* [1]	$89.00 [1]
TINT [1]	Deep tinted glass *(924) Rear privacy glass included with model upgrade and (435) option. Option is for dealer installed privacy tint.* [1]	$345.00 [1]

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435 [1]	Sliding rear window *Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L Power Equipment Group; 924 Privacy Glass is standard on XLT; includes Driver/Passenger sun visors w/illuminated vanity covered mirrors)* [1]	$404.00[1]
585 [1]	AM/FM radio with single CD *AM/FM Stereo Single-CD/MP3 Player (includes aux audio input jack)* [1]	$274.00[1]
	On-Star	NA
39S [1]	Satellite radio *Req. 91M SYNC® at $364 (add CD Radio 585 for $274 as required by sync) Included in XLT model vehicle.* [1]	$184.00[1]
3K [1]	Additional Key(s) or Key Fob(s) when applicable *Extra ignition/ door Key per vehicle by Key Code. Additional Remote available where applicable for an additional $200. Use $340 when ordering extra key and 90L or XLT model.* [1]	$140.00[1]
	Side air bags	Std
18B [1]	Cab steps *Black Platform Running Boards.* [1]	$369.00[1]
LSL [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting; cab or body area pole mounted) use $649* [1]	$495.00[1]
2SL [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$796.00[1]
VV [1]	Vent visors - stick-on style	$175.00[1]
RS [1]	Rainshields - flange style	$175.00[1]
BS [1]	Bug shield	$175.00[1]
	Trailer tow mirrors *Manual Tow mirrors std. (54k) Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals) included wth 90L* [1]	Std[1]
WGG [1]	Wrap-around grille guard *Full Wrap around Grill Guard, Sterling or Warn brand. Includes winch plate. Requires 67h HD service suspension package at $124: Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).* [1]	$1,296.00[1]
62X [1]	Heavy duty aluminum tool box *Factory toolbox requires upgrade package XLT. NA with XL Base Vehicle. Aluminum toolbox, Single Lid locking; Delta, American, or Equal is available on all series; dealer installed $395* [1]	$529.00[1]
85L [1]	Bedliner *Plastic Drop in liner* [1]	$349.00[1]
85S [1]	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) *For Linex Brand HD Bed liner, use $575, Code LINX* [1]	$494.00[1]
41P [1]	Skid plates *Skid Plates, Transfer Case & Fuel Tank* [1]	$99.00[1]
213 [1]	Shift on the fly *Electronic-Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console)* [1]	$184.00[1]
TCD [1]	All terrain tread tires *LT265 OWL AT 17 , LT245/75Rx17E BSW A/T (TBM $ 164). ADD $200 for remount OWL to Black side wall facing out.* [1]	$454.00[1]
N2 [1]	Nitrogen filled tires including spare tire	$245.00[1]

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SpaceKap [1]	Steel truck cap *SpaceKap - 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,435. Add Service Pkg for $2,885.* [1]	$8,990.00[1]
	Tow hooks	Std
LG12 [1]	1,200 lb. lift gate *Thieman or Tommy Gate for Pickup bed or Service Body.* [1]	$2,996.00[1]
8KW [1]	8,000 lb. winch with remote *Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings* [1]	$1,285.00[1]
HD TOW [1]	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. *Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add $245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.* [1]	$725.00[1]
LINX SB [1]	Spray-on bedliner for utility body *For rear bumper add $100. For Drop down doors both sides add $175. HD LINEX Brand.* [1]	$855.00[1] +100.00
RSB C2 [1]	Knapheide, Reading or approved equivalent utility body - specify *Reading Classic II: See (31b) Reading ship through. Flip top lids add $900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.* [1]	$5,875.00[1]
KSB 696J [1]	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add $800, master locks add $500, cabinet lights $500, power locks $850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit*[1]	$5,500.00[1] +1000.00
RSB SL [1]	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add $900. Includes 66d bed credit.* [1]	$5,350.00[1]
PC [1]	Powder coating for utility body *Reading Brand only* [1]	NC[1]
FTC [1]	Fiberglass tonneau cover (painted to match) *May substitute Retrax bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty* [1]	$1,495.00[1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match) *A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.* [1]	$1,715.00[1]
942 [1]	Daytime running lights *Permanent Daytime Running Lamps (942) replace the standard Daytime Running Lamps (DRL - On/Off Cluster Controllable)* [1]	$44.00[1]
DRL [1]	Immobilize daytime running lights *(On/Off Cluster Controllable)* [1]	Std[1]

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CS [1]	Cab shield headache rack (protects back of cab) *Solid Steel Bulkhead with Mesh Window. Use $450 when taking credit for stake front. For lighting plates add $225* [1]	$545.00 [1]
PRPU [1]	Pipe rack w/expanded metal basket over cab (for pickup bed) *Customizable options available* [1]	$1,790.00 [1]
PRSB [1]	Pipe rack w/expended metal basket over cab (for utility body) *Customizable options available* [1]	$1,846.00 [1]
SLR [1]	Single ladder rack side mounted (specify street or curbside) *Single Side* [1]	$796.00 [1]
	Front license bracket *Dealer Installed: $100* [1]	Std [1]
76C [1]	Backup alarm, factory installed *Exterior Back up Chime* [1]	$139.00 [1]
BUA [1]	Backup alarm, dealer installed *Whelen, or Ecco Brand* [1]	$139.00 [1]
871 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed *Rear View Camera (Electrochromic Mirror w/video display on XL; XL with 96V Value Package, XLT and Lariat display in center stack Screen; NA w/66D Pick Up Box Delete or 557 Airbag Delete) FOR (873); $199 Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D); req. 96V Value Pkg. or 585 AM/FM Stereo Single/CD for Fleet on XL)* [1]	$369.00 [1]
872 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Rear Camera and Final assembly by dealer. Screen in Mirror (872) Add two hours labor.* [1]	$414.00 [1]
LapTop [1]	Optional equipment - specify *HaVis Premium PKG-PSM-242 package includes a heavy-duty vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm. The heavy-duty vehicle specific mounting base mounts to existing OEM seat bolts for easy installation (C-HDM-142) Heavy-duty height adjustable poles bolt to the vehicle specific base. precision machined parts eliminate metal-to-metal contact and allow for smooth movement during height adjustment. (C-HDM-202) Swing arms with motion adapters are ideal for computer usage from both the driver and front passenger seats. (C-MD-102) Side support arms add upper pole support for premium top level stability. (C-HDM-401)* [1]	$680.00 [1]
SafeT [1]	Optional equipment - specify *First Aid, Fire Extinguisher and DOT LED rechargeable warning lights. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) $229 (59H*)* [1]	$525.00 [1]
31v.31B [1]	Optional equipment - specify *Second Stage Manufacturer ship through for Reading (31b) at $543 and Knapheide (31v) at $260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer.* [1]	$543.00 [1] $260.00
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference. OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00 [1]
Discount [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals* [1]	$5.00 [1]

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LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICKUP IS $3675. Chassis Cab & Cutaway vehicles use $2230. DIESEL Chassis Cab & Cutaway vehicles use $3525 ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $3715. Chassis Cab & Cutaway vehicles use $2280. DIESEL Chassis Cab & Cutaway vehicles use $3580. ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $4320. GAS Chassis Cab & Cutaway vehicles use $2845. For DIESEL Chassis Cab & Cutaway vehicles use $4515. ADD $500 FOR Police, Emergency and Fire Use* [1]	$2,400.00[1]
GB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile, 3000 hr. Chassis GAS BaseCare "Ford Protect" at zero deductible use $2640. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible use $3225. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]
GE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS ExtraCare "Ford Protect" at zero deductible use $2945. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible use $3655. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS PremiumCare "Ford Protect" at zero deductible use $3415. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible use $4235. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]
GB575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL BaseCare "Ford Protect" at zero deductible is $2925. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible is $3950. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]

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GE575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL ExtraCare "Ford Protect" at zero deductible is $3210. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible is $4525. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL PremiumCare "Ford Protect" at zero deductible is $3740. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible is $5320. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]

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CITY OF PORT ST LUCIE SHERRI HAWES 772-871-5221 shawes@cityofpsl.com	*Duval Ford Fleet Sales* *Bambi Darr* *(Work) 904-388-2144* *(Fax) 904-387-6816* Bambi.Darr@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210* CENTRAL	12/1/16

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEL14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 58	*2017 FORD F-250 3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 (X2B)*	$ 25,563.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	164	164" WHEEL BASE 8' BED	NC
0	X3E	3.73 ELEC LOCKING AXLE	NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS	STD
0	STD	FULL SIZE SPARE TIRE AND RIM	STD
0	52B	ELECTRIC BRAKE CONTROLLER	$ 269.00
0	213	SHIFT ON THE FLY	$ 184.00
0	HD TOW	TRAILER TOW PACKAGE	$ 725.00
0	LINX SB	SPRAY ON BEDLINER FOR UTILITY BODY TO INCLUDE TOPS AND REAR BUMPER	$ 955.00
0	KSB 696J	KNAPHEIDE SERVICE BODY 696J	$ 5,500.00
0	KSB 696J	MASTER LOCKS	$ 500.00
0	KSB 696J	CABINET LIGHTS	$ 500.00
0	31V.31B	SHIP THROUGH TO INCLUDE CERTIFICATION, MSO, WEIGHT SLIP AND DEALER PDI	$ 260.00
0	942	DAYTIME RUNNING LIGHTS	$ 44.00
0	76C	BACKUP ALARM	$ 139.00
0	872	BACKUP CAMERA WITH 3.5" LCD- INSTALLED BY UPFITTER	$ 414.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	STD
0		VINYL FLOOR	STD
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 35,053.00
TOTAL QUANTITY	1	TOTAL PURCHASE	$ 35,053.00

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #58)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Western	$26,895.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Northern	$26,757.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Central	$26,757.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Southern	$26,894.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Western	$25,250.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Northern	$25,250.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Central	$25,563.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Southern	$26,077.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Western	$26,732.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Northern	$26,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Central	$26,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Southern	$26,731.00

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)
2017 Ford F-250 SD (X2B)
2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard V8 gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

   a. Manufacturer's standard automatic transmission.
   b. Manufacturer's standard drive axle ratio for engine and transmission combination.
   c. Limited slip differential on 4-wheel drive.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Manufacturer's standard air conditioning with 134A system.
   b. Manufacturer's standard tinted glass all around.
   c. Manufacturer's standard AM/FM stereo.
   d. Heavy duty rubber floor covering instead of carpet.
   e. Manufacturer's standard production seats. Purchaser will select color at time of order.
   f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

   a. Manufacturer's standard tires and wheels.

b. Conventional spare tire mounted underbody.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
b. Manufacturer's standard fuel tank.
c. Manufacturer's standard front and rear bumpers.
d. Fleetside long bed.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Ford F-250 SD (X2B)

The Ford F-250 SD (X2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

Order Code	Delete Options	All Zones
SWB [1]	6' cargo box in lieu of 8'	NC[1]
58Y [1]	AM/FM stereo radio *Na with model upgrade* [1]	$20.00[1]
M57 [1]	Air conditioning	$300.00[1]
66D [1]	Cargo box and rear bumper *PICKUP BOX DELETE (66D) (Included with Body Options) Optional XL and XLT Pickups,Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Not available with: 20" Wheels and Tires, FX4 Off-Road Package (17X) Deletes: Pickup Box and Tie-down hooks,Tailgate, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp* [1]	$100.00[1]
51X [1]	Full size spare tire and rim	$50.00[1]
DX3E [1]	Limited slip differential on 4-wheel drive	$50.00[1]

Order Code	Add Options	All Zones
99T [1]	Engine upgrade - specify *6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140)* [1]	$8,594.00[1]
98R [1]	Engine upgrade - specify *Operator Commanded Regeneration with Active regeneration Inhibit (req. 99T). The DPF requires periodic maintenance, called regeneration, for proper diesel emissions control. The vehicle will automatically initiate this maintenance process with a Passive or Active Regeneration depending on the operational use and how much it is driven at speeds above 30 mph. The vehicle may be equipped with Operator Commanded Regeneration (OCR) designed for applications where the vehicle is rarely, if ever, driven above 15–20 mph.* [1]	$249.00[1]
98F [1]	Bi-fuel model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
98F [1]	CNG model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
CNG [1]	CNG conversion (discuss with dealer) ** REQUIRES 6.2L V8 Engine, AND 98F; includes freight transfer * SULEV Systems, OBD - II Compliant CARB & EPA Certified,Dedicated and Bi-Fuel Systems Available , In-Bed and Underbody Packages Available, Standard CNG Systems 24 GGE* [1]	$11,850.00[1]
LPG [1]	LPG conversion (discuss with dealer) *Roush clean tech Under Bed Tank 21 gal gge. Includes additional transportation. Must add 98F & 31p-D9E Ford Ship through at $132* [1]	$11,850.00[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

86M [1]	Battery, auxiliary HD *Dual Batteries (78 Amp.) on 6.2L Gas. FOR optional battery mounted in service body compartment use $596 which includes proper battery cabling and battery box* [1]	$209.00 [1]
	Increase to 9,900 lbs. GVWR *10000 GVWR* [1]	Std [1]
52B [1]	Electric brake controller *Trailer Brake Controller (TBC) (Verified to be compatible w/select Electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector) Included in model upgrade package XLT.* [1]	$269.00 [1]
	Traction control *AdvanceTrac® with RSC® (Roll Stability Control™)* [1]	Std [1]
X2B.603A [1]	Manufacturer's model upgrade package (specify pkg. bid) *All XL content, plus: BoxLink (includes four (4) premium locking cleats) Bumper – front & rear, chrome, Grille two bar, bright chrome Wheels, 4.2" LCD Productivity Screen in Cluster, Floor covering – color-coordinated, full carpet, Floor mats carpet, Power Equipment, power tailgate lock* Front, high-series cloth 40/20/40 split bench under-seat storage, w/center armrest,cupholder and storage driver and passenger w/covered mirrors* Windows – rear, fixed privacy glass* Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals, Rear View Camera, Remote keyless entry and Perimeter, anti-theft alarm, Cruise control (steering wheel-mounted), SYNC,4.2" LCD Center screen,AppLink, USB port *AM/FM Single-CD/MP3 SiriusXM®, Trailer Brake Controller (incl. Smart Trailer Tow Connector)* [1]	$4,400.00 [1]
LS [1]	Seat trim upgrade - specify *Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only)* [1]	$354.00 [1]
90L [1]	Power windows/door locks *Available on XL; standard on XLT. Not available with: Air conditioning delete (M57-572) Includes: Accessory delay Manual-telescoping, manual-folding trailer tow mirrors with power/heated glass, heated convex spotter mirrors, integrated clearance lamps/turn signals (XL and XLT only) MyKey Perimeter alarm Power front windows with one-touch-up/-down, Power locks, Remote Keyless SecuriLock PATS. Deletes: Passenger-side lock cylinder.* [1]	$914.00 [1]
525 [1]	Speed control/tilt steering wheel *Tilt wheel is Standard. Speed control included with model upgrade package and 96v/ OR 17s* [1]	$234.00 [1]
4S [1]	Bucket seats in lieu of bench seat *Cloth 40/Mini-Console/40, manual lumbar (driver's side only)* [1]	$614.00 [1]
AS [1]	40/20/40 seat in vinyl *HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)* [1]	Std [1]
1S [1]	40/20/40 seat in cloth *Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only). With upgrade package (3S) Included: Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)* [1]	$99.00 [1]
16F [1]	Carpet in lieu of rubber floor covering *Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. ADD $1179: STX APPEARANCE PACKAGE (17S)Availability: Optional on XL Not available with: XL Value Package (96V) Includes: AM/FM Stereo Single-CD/MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab Bright Chrome Grille, Bright Hub Covers (SRW only), Chrome Front and Rear Step Bumpers, Cruise Control (steering wheel-mounted), STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)* [1]	$59.00 [1]
16S [1]	Floor mats *All Weather Mats, requires upgrade package. Carpet mats included in upgrade packages. For Weathertech floor liners use $339* [1]	$89.00 [1]
TINT [1]	Deep tinted glass *(924) Rear privacy glass included with model upgrade and (435) option. Option is for dealer installed privacy tint.* [1]	$345.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

435 [1]	Sliding rear window *Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L Power Equipment Group; 924 Privacy Glass is standard on XLT; includes Driver/Passenger sun visors w/illuminated vanity covered mirrors)* [1]	$404.00[1]
585 [1]	AM/FM radio with single CD *AM/FM Stereo Single-CD/MP3 Player (includes aux audio input jack)* [1]	$274.00[1]
	On-Star	NA
39S [1]	Satellite radio *Req. 91M SYNC® at $364 (add CD Radio 585 for $274 as required by sync) Included in XLT model vehicle.* [1]	$184.00[1]
3K [1]	Additional Key(s) or Key Fob(s) when applicable *Extra ignition/ door Key per vehicle by Key Code. Additional Remote available where applicable for an additional $200. Use $340 when ordering extra key and 90L or XLT model.* [1]	$140.00[1]
	Side air bags	Std
18B [1]	Cab steps *Black Platform Running Boards.* [1]	$369.00[1]
LSL [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$495.00[1]
2SL [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$796.00[1]
VV [1]	Vent visors - stick-on style	$175.00[1]
RS [1]	Rainshields - flange style	$175.00[1]
BS [1]	Bug shield	$175.00[1]
	Trailer tow mirrors *Manual Tow mirrors std. (54k) Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals) included wth 90L* [1]	Std[1]
WGG [1]	Wrap-around grille guard *Full Wrap around Grill Guard, Sterling or Warn brand. Includes winch plate. Requires 67h HD service suspension package at $124: Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).* [1]	$1,296.00[1]
62X [1]	Heavy duty aluminum tool box *Factory toolbox requires upgrade package XLT. NA with XL Base Vehicle. Aluminum toolbox, Single Lid locking; Delta, American, or Equal is available on all series; dealer installed $395* [1]	$529.00[1]
85L [1]	Bedliner *Plastic Drop in liner* [1]	$349.00[1]
85S [1]	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) *For Linex Brand HD Bed liner, use $575, Code LINX* [1]	$494.00[1]
41P [1]	Skid plates *Skid Plates, Transfer Case & Fuel Tank* [1]	$99.00[1]
213 [1]	Shift on the fly *Electronic-Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console)* [1]	$184.00[1]
TCD [1]	All terrain tread tires *LT265 OWL AT 17 , LT245/75Rx17E BSW A/T (TBM $ 164). ADD $200 for remount OWL to Black side wall facing out.* [1]	$454.00[1]
N2 [1]	Nitrogen filled tires including spare tire	$245.00[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

SpaceKap [1]	Steel truck cap *SpaceKap - 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,435. Add Service Pkg for $2,885.* [1]	$8,990.00[1]
	Tow hooks	Std
LG12 [1]	1,200 lb. lift gate *Thieman or Tommy Gate for Pickup bed or Service Body* [1]	$2,996.00[1]
8KW [1]	8,000 lb. winch with remote *Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings* [1]	$1,285.00[1]
HD TOW [1]	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. *Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add $245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.* [1]	$725.00[1]
LINX SB [1]	Spray-on bedliner for utility body *For rear bumper add $100. For Drop down doors both sides add $175. HD LINEX Brand.* [1]	$855.00[1] +100.00
RSB C2 [1]	Knapheide, Reading or approved equivalent utility body - specify *Reading Classic II: See (31b) Reading ship through. Flip top lids add $900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.* [1]	$5,875.00[1]
KSB 696J [1]	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add $800, master locks add $500, cabinet lights $500, power locks $850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit*[1]	$5,500.00[1] +1000.00
RSB SL [1]	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add $900. Includes 66d bed credit.* [1]	$5,350.00[1]
PC [1]	Powder coating for utility body *Reading Brand only* [1]	NC[1]
FTC [1]	Fiberglass tonneau cover (painted to match) *May substitute Retrax bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty* [1]	$1,495.00[1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match) *A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.* [1]	$1,715.00[1]
942 [1]	Daytime running lights *Permanent Daytime Running Lamps (942) replace the standard Daytime Running Lamps (DRL - On/Off Cluster Controllable)* [1]	$44.00[1]
DRL [1]	Immobilize daytime running lights *(On/Off Cluster Controllable)* [1]	Std[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

CS [1]	Cab shield headache rack (protects back of cab) *Solid Steel Bulkhead with Mesh Window. Use $450 when taking credit for stake front. For lighting plates add $225* [1]	$545.00 [1]
PRPU [1]	Pipe rack w/expanded metal basket over cab (for pickup bed) *Customizable options available* [1]	$1,790.00 [1]
PRSB [1]	Pipe rack w/expended metal basket over cab (for utility body) *Customizable options available* [1]	$1,846.00 [1]
SLR [1]	Single ladder rack side mounted (specify street or curbside) *Single Side* [1]	$796.00 [1]
	Front license bracket *Dealer Installed: $100* [1]	Std [1]
76C [1]	Backup alarm, factory installed *Exterior Back up Chime* [1]	$139.00 [1]
BUA [1]	Backup alarm, dealer installed *Whelen, or Ecco Brand* [1]	$139.00 [1]
871 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed *Rear View Camera (Electrochromic Mirror w/video display on XL; XL with 96V Value Package, XLT and Lariat display in center stack Screen; NA w/66D Pick Up Box Delete or 557 Airbag Delete) FOR (873): $199 Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D); req. 96V Value Pkg. or 585 AM/FM Stereo Single/CD for Fleet on XL)* [1]	$369.00 [1]
872 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Rear Camera and Final assembly by dealer. Screen in Mirror (872) Add two hours labor.* [1]	$414.00 [1]
LapTop [1]	Optional equipment - specify *Hal'is Premium PKG-PSM-242 package includes a heavy-duty vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tili-swivel and stability support arm. The heavy-duty vehicle specific mounting base mounts to existing OEM seat bolts for easy installation (C-HDM-142) Heavy-duty height adjustable poles bolt to the vehicle specific base. precision machined parts eliminate metal-to-metal contact and allow for smooth movement during height adjustment. (C-HDM-202) Swing arms with motion adapters are ideal for computer usage from both the driver and front passenger seats. (C-MD-102) Side support arms add upper pole support for premium top level stability. (C-HDM-401)* [1]	$680.00 [1]
SafeT [1]	Optional equipment - specify *First Aid, Fire Extinguisher and DOT LED rechargeable warning lights. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) $229 (59H*)* [1]	$525.00 [1]
31v.31B [1]	Optional equipment - specify *Second Stage Manufacturer ship through for Reading (31b) at $543 and Knapheide (31v) at $260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer.* [1]	$543.00 [1] $260.00
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00 [1]
Discount [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00 [1]
TEMP [1]	Temporary tag	$6.00 [1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00 [1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08. A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00 [1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICKUP IS $3675. Chassis Cab & Cutaway vehicles use $2230. DIESEL Chassis Cab & Cutaway vehicles use $3525 ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,860.00 [1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $3715. Chassis Cab & Cutaway vehicles use $2280. DIESEL Chassis Cab & Cutaway vehicles use $3580. ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,905.00 [1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $4320. GAS Chassis Cab & Cutaway vehicles use $2845. For DIESEL Chassis Cab & Cutaway vehicles use $4515. ADD $500 FOR Police, Emergency and Fire Use* [1]	$2,400.00 [1]
GB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile, 3000 hr. Chassis GAS BaseCare "Ford Protect" at zero deductible use $2640. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible use $3225. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00 [1]
GE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS ExtraCare "Ford Protect" at zero deductible use $2945. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible use $3655. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00 [1]
GP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS PremiumCare "Ford Protect" at zero deductible use $3415. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible use $4235. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00 [1]
GB575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL BaseCare "Ford Protect" at zero deductible is $2925. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible is $3950. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

GE575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL ExtraCare "Ford Protect" at zero deductible is $3210. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible is $4525. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL PremiumCare "Ford Protect" at zero deductible is $3740. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible is $5320. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]

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CITY OF PORT ST LUCIE

Prepared for:	Contract Holder	DATE:
CITY OF PORT ST LUCIE SHERRI HAWES 772-871-5221 shawes@cityofpsl.com	*Duval Ford Fleet Sales* *Bambi Darr* *(Work) 904-388-2144* *(Fax) 904-387-6816* Bambi.Darr@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210* CENTRAL	12/1/16

PLEASE CONFIRM RECEIPT OF QUOTE VIA E-MAIL

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEL14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 58	*2017 FORD F-250 3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 (X2B)*	$ 25,563.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	164	164" WHEEL BASE 8' BED	NC
0	X3E	3.73 ELEC LOCKING AXLE	NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS	STD
0	STD	FULL SIZE SPARE TIRE AND RIM	STD
0	52B	ELECTRIC BRAKE CONTROLLER	$ 269.00
0	213	SHIFT ON THE FLY	$ 184.00
0	HD TOW	TRAILER TOW PACKAGE	$ 725.00
0	LINX SB	SPRAY ON BEDLINER FOR UTILITY BODY TO INCLUDE TOPS AND REAR BUMPER	$ 955.00
0	KSB 696J	KNAPHEIDE SERVICE BODY 696J	$ 5,500.00
0	KSB 696J	MASTER LOCKS	$ 500.00
0	KSB 696J	CABINET LIGHTS	$ 500.00
0	31V.31B	SHIP THROUGH TO INCLUDE CERTIFICATION, MSO, WEIGHT SLIP AND DEALER PDI	$ 260.00
0	942	DAYTIME RUNNING LIGHTS	$ 44.00
0	76C	BACKUP ALARM	$ 139.00
0	872	BACKUP CAMERA WITH 3.5" LCD- INSTALLED BY UPFITTER	$ 414.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	STD
0		VINYL FLOOR	STD
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 35,053.00

TOTAL QUANTITY 2 *TOTAL PURCHASE* $ 70,106.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #58)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Western	$26,895.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Northern	$26,757.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Central	$26,757.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)	Southern	$26,894.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Western	$25,250.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Northern	$25,250.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Central	$25,563.00
DUVAL FORD LLC	2017 Ford F-250 SD (X2B)	★Southern	$26,077.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Western	$26,732.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Northern	$26,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Central	$26,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)	Southern	$26,731.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4
SPECIFICATION #58

2017 Chevrolet Silverado 2500 HD Double Cab 4WD (CK25953)
2017 Ford F-250 SD (X2B)
2017 GMC Sierra 2500 HD Double Cab 4WD (TK25953)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard V8 gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

   a. Manufacturer's standard automatic transmission.
   b. Manufacturer's standard drive axle ratio for engine and transmission combination.
   c. Limited slip differential on 4-wheel drive.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Manufacturer's standard air conditioning with 134A system.
   b. Manufacturer's standard tinted glass all around.
   c. Manufacturer's standard AM/FM stereo.
   d. Heavy duty rubber floor covering instead of carpet.
   e. Manufacturer's standard production seats. Purchaser will select color at time of order.
   f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

   a. Manufacturer's standard tires and wheels.

b. Conventional spare tire mounted underbody.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
b. Manufacturer's standard fuel tank.
c. Manufacturer's standard front and rear bumpers.
d. Fleetside long bed.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Ford F-250 SD (X2B)

The Ford F-250 SD (X2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

Order Code	Delete Options	All Zones
SWB [1]	6' cargo box in lieu of 8'	NC[1]
58Y [1]	AM/FM stereo radio *Na with model upgrade* [1]	$20.00[1]
M57 [1]	Air conditioning	$300.00[1]
66D [1]	Cargo box and rear bumper *PICKUP BOX DELETE (66D) (Included with Body Options) Optional XL and XLT Pickups,Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Not available with: 20" Wheels and Tires, FX4 Off-Road Package (17X) Deletes: Pickup Box and Tie-down hooks,Tailgate, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp* [1]	$100.00[1]
51X [1]	Full size spare tire and rim	$50.00[1]
DX3E [1]	Limited slip differential on 4-wheel drive	$50.00[1]

Order Code	Add Options	All Zones
99T [1]	Engine upgrade - specify *6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140)* [1]	$8,594.00[1]
98R [1]	Engine upgrade - specify *Operator Commanded Regeneration with Active regeneration Inhibit (req. 99T). The DPF requires periodic maintenance, called regeneration, for proper diesel emissions control. The vehicle will automatically initiate this maintenance process with a Passive or Active Regeneration depending on the operational use and how much it is driven at speeds above 30 mph. The vehicle may be equipped with Operator Commanded Regeneration (OCR) designed for applications where the vehicle is rarely, if ever, driven above 15–20 mph.* [1]	$249.00[1]
98F [1]	Bi-fuel model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
98F [1]	CNG model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
CNG [1]	CNG conversion (discuss with dealer) ** REQUIRES 6.2L V8 Engine, AND 98F; includes freight transfer * SULEV Systems, OBD - II Compliant CARB & EPA Certified,Dedicated and Bi-Fuel Systems Available , In-Bed and Underbody Packages Available, Standard CNG Systems 24 GGE* [1]	$11,850.00[1]
LPG [1]	LPG conversion (discuss with dealer) *Roush clean tech Under Bed Tank 21 gal gge. Includes additional transportation. Must add 98F & 31p-D9E Ford Ship through at $132* [1]	$11,850.00[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

86M [1]	Battery, auxiliary HD *Dual Batteries (78 Amp.) on 6.2L Gas. FOR optional battery mounted in service body compartment use $596 which includes proper battery cabling and battery box* [1]	$209.00 [1]
	Increase to 9,900 lbs. GVWR *10000 GVWR* [1]	Std [1]
52B [1]	Electric brake controller *Trailer Brake Controller (TBC) (Verified to be compatible w/select Electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector) Included in model upgrade package XLT.* [1]	$269.00 [1]
	Traction control *AdvanceTrac® with RSC® (Roll Stability Control™)* [1]	Std [1]
X2B.603A [1]	Manufacturer's model upgrade package (specify pkg. bid) *All XL content, plus: BoxLink (includes four (4) premium locking cleats) Bumper – front & rear, chrome, Grille two bar, bright chrome Wheels, 4.2" LCD Productivity Screen in Cluster, Floor covering – color-coordinated, full carpet, Floor mats carpet, Power Equipment, power tailgate lock* Front, high-series cloth 40/20/40 split bench under-seat storage, w/center armrest,cupholder and storage driver and passenger w/covered mirrors* Windows – rear, fixed privacy glass* Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals, Rear View Camera, Remote keyless entry and Perimeter, anti-theft alarm, Cruise control (steering wheel-mounted), SYNC,4.2" LCD Center screen,AppLink, USB port *AM/FM Single-CD/MP3 SiriusXM®, Trailer Brake Controller (incl. Smart Trailer Tow Connector)* [1]	$4,400.00 [1]
LS [1]	Seat trim upgrade - specify *Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only)* [1]	$354.00 [1]
90L [1]	Power windows/door locks *Available on XL; standard on XLT. Not available with: Air conditioning delete (M57-572) Includes: Accessory delay Manual-telescoping, manual-folding trailer tow mirrors with power/heated glass, heated convex spotter mirrors, integrated clearance lamps/turn signals (XL and XLT only) MyKey Perimeter alarm Power front windows with one-touch-up/-down, Power locks, Remote Keyless SecuriLock PATS. Deletes: Passenger-side lock cylinder.* [1]	$914.00 [1]
525 [1]	Speed control/tilt steering wheel *Tilt wheel is Standard. Speed control included with model upgrade package and 96v/ OR 17s* [1]	$234.00 [1]
4S [1]	Bucket seats in lieu of bench seat *Cloth 40/Mini-Console/40, manual lumbar (driver's side only)* [1]	$614.00 [1]
AS [1]	40/20/40 seat in vinyl *HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)* [1]	Std [1]
1S [1]	40/20/40 seat in cloth *Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only). With upgrade package (3S) Included: Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)* [1]	$99.00 [1]
16F [1]	Carpet in lieu of rubber floor covering *Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. ADD $1179; STX APPEARANCE PACKAGE (17S)Availability: Optional on XL Not available with: XL Value Package (96V) Includes: AM/FM Stereo Single-CD/MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab Bright Chrome Grille, Bright Hub Covers (SRW only), Chrome Front and Rear Step Bumpers, Cruise Control (steering wheel-mounted), STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)* [1]	$59.00 [1]
16S [1]	Floor mats *All Weather Mats, requires upgrade package. Carpet mats included in upgrade packages. For Weathertech floor liners use $339* [1]	$89.00 [1]
TINT [1]	Deep tinted glass *(924) Rear privacy glass included with model upgrade and (435) option. Option is for dealer installed privacy tint.* [1]	$345.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

435 [1]	Sliding rear window *Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L Power Equipment Group; 924 Privacy Glass is standard on XLT; includes Driver/Passenger sun visors w/illuminated vanity covered mirrors)* [1]	$404.00 [1]
585 [1]	AM/FM radio with single CD *AM/FM Stereo Single-CD/MP3 Player (includes aux audio input jack)* [1]	$274.00 [1]
	On-Star	NA
39S [1]	Satellite radio *Req. 91M SYNC® at $364 (add CD Radio 585 for $274 as required by sync) Included in XLT model vehicle.* [1]	$184.00 [1]
3K [1]	Additional Key(s) or Key Fob(s) when applicable *Extra ignition/ door Key per vehicle by Key Code. Additional Remote available where applicable for an additional $200. Use $340 when ordering extra key and 90L or XLT model.* [1]	$140.00 [1]
	Side air bags	Std
18B [1]	Cab steps *Black Platform Running Boards.* [1]	$369.00 [1]
LSL [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$495.00 [1]
2SL [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$796.00 [1]
VV [1]	Vent visors - stick-on style	$175.00 [1]
RS [1]	Rainshields - flange style	$175.00 [1]
BS [1]	Bug shield	$175.00 [1]
	Trailer tow mirrors *Manual Tow mirrors std. (54k) Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals) included wth 90L* [1]	Std [1]
WGG [1]	Wrap-around grille guard *Full Wrap around Grill Guard, Sterling or Warn brand. Includes winch plate. Requires 67h HD service suspension package at $124: Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).* [1]	$1,296.00 [1]
62X [1]	Heavy duty aluminum tool box *Factory toolbox requires upgrade package XLT. NA with XL Base Vehicle. Aluminum toolbox, Single Lid locking; Delta, American, or Equal is available on all series; dealer installed $395* [1]	$529.00 [1]
85L [1]	Bedliner *Plastic Drop in liner* [1]	$349.00 [1]
85S [1]	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) *For Linex Brand HD Bed liner, use $575, Code LINX* [1]	$494.00 [1]
41P [1]	Skid plates *Skid Plates, Transfer Case & Fuel Tank* [1]	$99.00 [1]
213 [1]	Shift on the fly *Electronic-Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console)* [1]	$184.00 [1]
TCD [1]	All terrain tread tires *LT265 OWL AT 17 , LT245/75Rx17E BSW A/T (TBM $ 164). ADD $200 for remount OWL to Black side wall facing out.* [1]	$454.00 [1]
N2 [1]	Nitrogen filled tires including spare tire	$245.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

SpaceKap [1]	Steel truck cap *SpaceKap - 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,435. Add Service Pkg for $2,885.* [1]	$8,990.00[1]
	Tow hooks	Std
LG12 [1]	1,200 lb. lift gate *Thieman or Tommy Gate for Pickup bed or Service Body* [1]	$2,996.00[1]
8KW [1]	8,000 lb. winch with remote *Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings* [1]	$1,285.00[1]
HD TOW [1]	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. *Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add $245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.* [1]	$725.00[1]
LINX SB [1]	Spray-on bedliner for utility body *For rear bumper add $100. For Drop down doors both sides add $175. HD LINEX Brand.* [1]	$855.00[1] +100.00
RSB C2 [1]	Knapheide, Reading or approved equivalent utility body - specify *Reading Classic II: See (31b) Reading ship through. Flip top lids add $900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper. HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.* [1]	$5,875.00[1]
KSB 696J [1]	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your ~~awarded vendor.~~) *~~Knapheide Brand 696J~~ service body. See (31v) Factory Knapheide ship through. Fliptop lids add $800, master locks add $500 cabinet lights $500 power locks $850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit*[1]	$5,500.00[1] +1000.00
RSB SL [1]	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add $900. Includes 66d bed credit.* [1]	$5,350.00[1]
PC [1]	Powder coating for utility body *Reading Brand only* [1]	NC[1]
FTC [1]	Fiberglass tonneau cover (painted to match) *May substitute Retrax bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty* [1]	$1,495.00[1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match) *A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.* [1]	$1,715.00[1]
942 [1]	Daytime running lights *Permanent Daytime Running Lamps (942) replace the standard Daytime Running Lamps (DRL - On/Off Cluster Controllable)* [1]	$44.00[1]
DRL [1]	Immobilize daytime running lights *(On/Off Cluster Controllable)* [1]	Std[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

CS [1]	Cab shield headache rack (protects back of cab) *Solid Steel Bulkhead with Mesh Window. Use $450 when taking credit for stake front. For lighting plates add $225* [1]	$545.00 [1]
PRPU [1]	Pipe rack w/expanded metal basket over cab (for pickup bed) *Customizable options available* [1]	$1,790.00 [1]
PRSB [1]	Pipe rack w/expended metal basket over cab (for utility body) *Customizable options available* [1]	$1,846.00 [1]
SLR [1]	Single ladder rack side mounted (specify street or curbside) *Single Side* [1]	$796.00 [1]
	Front license bracket *Dealer Installed: $100* [1]	Std [1]
76C [1]	Backup alarm, factory installed *Exterior Back up Chime* [1]	$139.00 [1]
BUA [1]	Backup alarm, dealer installed *Whelen, or Ecco Brand* [1]	$139.00 [1]
871 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed *Rear View Camera (Electrochromic Mirror w/video display on XL; XL with 96V Value Package, XLT and Lariat display in center stack Screen; NA w/66D Pick Up Box Delete or 557 Airbag Delete) FOR (873): $199 Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D); req. 96V Value Pkg. or 585 AM/FM Stereo Single/CD for Fleet on XL)* [1]	$369.00 [1]
872 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Rear Camera and Final assembly by dealer. Screen in Mirror (872) Add two hours labor.* [1]	$414.00 [1]
LapTop [1]	Optional equipment - specify *HaVis Premium PKG-PSM-242 package includes a heavy-duty vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm. The heavy-duty vehicle specific mounting base mounts to existing OEM seat bolts for easy installation (C-HDM-142) Heavy-duty height adjustable poles bolt to the vehicle specific base. precision machined parts eliminate metal-to-metal contact and allow for smooth movement during height adjustment. (C-HDM-202) Swing arms with motion adapters are ideal for computer usage from both the driver and front passenger seats. (C-MD-102) Side support arms add upper pole support for premium top level stability. (C-HDM-401)* [1]	$680.00 [1]
SafeT [1]	Optional equipment - specify *First Aid, Fire Extinguisher and DOT LED rechargeable warning lights. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) $229 (59H*)* [1]	$525.00 [1]
31v.31B [1]	Optional equipment - specify *Second Stage Manufacturer ship through for Reading (31b) at $543 and Knapheide (31v) at $260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer.* [1]	~~$543.00~~ [1] $260.00
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00 [1]
Discount [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICKUP IS $3675. Chassis Cab & Cutaway vehicles use $2230. DIESEL Chassis Cab & Cutaway vehicles use $3525 ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $3715. Chassis Cab & Cutaway vehicles use $2280. DIESEL Chassis Cab & Cutaway vehicles use $3580. ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $4320. GAS Chassis Cab & Cutaway vehicles use $2845. For DIESEL Chassis Cab & Cutaway vehicles use $4515. ADD $500 FOR Police, Emergency and Fire Use* [1]	$2,400.00[1]
GB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile, 3000 hr. Chassis GAS BaseCare "Ford Protect" at zero deductible use $2640. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible use $3225. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck*[1]	$1,990.00[1]
GE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS ExtraCare "Ford Protect" at zero deductible use $2945. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible use $3655. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS PremiumCare "Ford Protect" at zero deductible use $3415. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible use $4235. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]
GB575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL BaseCare "Ford Protect" at zero deductible is $2925. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible is $3950. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

GE575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL ExtraCare "Ford Protect" at zero deductible is $3210. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible is $4525. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL PremiumCare "Ford Protect" at zero deductible is $3740. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible is $5320. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]

431-1350

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 12 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 6431

DEPARTMENT Utilities

ITEM DESCRIPTION 2000 Chevrolet Blazer UTS-09

ITEM LOCATION Prineville yard

MANUFACTURER Chevrolet

MODEL #_____ ~~SERIAL~~ Vin # 1GNDT13W0Y2347091

FIXED ASSET # 6692 EST. CURRENT VALUE $_____

UNIT # UTS-09

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

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. #_____

****

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

****

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

****

Department Tracking #_____
Transaction #_____

431-3516

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 12 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 6431

DEPARTMENT Utilities

ITEM DESCRIPTION 2004 Ford Supercab UWD-0106

ITEM LOCATION Prineville yard

MANUFACTURER Ford

MODEL # Supercab SERIAL # 1FDNX20L14EC00106

FIXED ASSET # 9836 EST. CURRENT VALUE $ _____

UNIT # UWD-0106

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

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. #_____

****

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

****

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

****

431-3516

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 12 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 6431

DEPARTMENT Utilities

ITEM DESCRIPTION 2003 Ford SuperCab UWD-5646

ITEM LOCATION Prineville yard

MANUFACTURER Ford

MODEL # Supercab SERIAL # 1FTNX20533EC65646

FIXED ASSET # 8842 EST. CURRENT VALUE $ 1,000.00

UNIT # UWD-5646

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

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. # _____

****

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

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

****

431-3311

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 12 / 15 / 16

DEPARTMENT HEAD APPROVAL (SIGNATURE) _____

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 6431

DEPARTMENT Utilities

ITEM DESCRIPTION 2003 Caravan E 250 UCC-6418

ITEM LOCATION Prineville yard

MANUFACTURER Ford

MODEL # E 250 SERIAL # 1FTSE34LX3HA 96418

FIXED ASSET # 8621 EST. CURRENT VALUE $ $1,000.00

UNIT # UCC-6418

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

REASON FOR REQUEST Old

TRANSFER **FROM** DEPARTMENT _____

TO DEPARTMENT _____

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN

( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH

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

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. #_____

****

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

****

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

****

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Director- Procurement Management Dept.
Jesus Merejo, Utility Systems Director- Interim Assistant City Manager

FROM: Gina Jolly, Buyer - Procurement Management Department

Agenda Item: Motion: 20170068 Sidekick Rear Easement Machine

Submittal Date: 12/19/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services: Developing and maintaining a state of the art infrastructure and utility system/ Principle B Responsive to Community: Residents and Businesses: Maintaining a high level of customer satisfaction with City services

BACKGROUND: The Utility Systems Department (USD) needs to replace their 2001 Sidekick Rear Easement Machine # UM-2281. Due to the age of the machine, parts are no longer available. The Inflow and Infiltration (I & I) Division utilizes the machine to clean gravity sewer mains that are in the rear easement of homes and businesses throughout the city.
In accordance with Rule 62-604.500 - Operation and Maintenance; (1) Even though operation permits are not issued for collection systems, the operation and maintenance provisions of Rule 62-604.500 are applicable to both new and existing domestic wastewater collection/transmission facilities. (2) All collection/transmission systems shall be operated and maintained so as to provide uninterrupted service as required by this rule. (3) All equipment necessary for the collection/transmission of domestic wastewater, including equipment provided pursuant to Rule 62-604.400(2), F.A.C., shall be maintained so as to function as intended.

ANALYSIS: Staff reviewed the pricing with Texas Underground utilizing the HGAC Contract # SC01-15 and finds the price to be fair. Southern Sewer is the Florida factory authorized dealer and has proposed to match the contract price. Southern Sewer will be maintaining the equipment and is a local vendor.

FINANCIAL INFORMATION: Funds are available in the Utility Operations/ Inflow & Infiltration/Other Machinery & Equipment

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approval to waive the bidding, good cause shown, Chapter 35.04 (c), Contract # 20170068 Sidekick Rear Easement Machine with Southern Sewer in the amount of $45,500.24. Delivery time is 60-90 days from notice to proceed.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote form Southern Sewer, HGAC Contract, Quote from Texas Underground

*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
DEC 1 2016
CITY MANAGER'S OFFICE

SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946

(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

"A Certified MBE Woman Owned Business"

Mr. Denzil Brown
City of Port St. Lucie
1001 Prineville Street
Port St. Lucie, FL 34983
Via email: dbrown@cityofpsl.com

December 19, 2016

Dear Mr. Brown,

Southern Sewer Equipment Sales is pleased to offer the City of Port St. Lucie a proposal on the following PipeHunter Easement Machine. This unit includes the following equipment:

Engine
- Honda 24HP Gas Engine
- Electric Start
- Hour Meter

Hose Reel
- 600' x 1" Capacity Low Profile Hose Reel
- Hydraulic Powered Articulation
- 500' x 1" Jet Hose
- 10' Leader Hose
- Double Roller Level Wind
- Manual Footage Counter

Accessories
- Remote Pendant Left/Right, Forward/Reverse
- Operator Riding Plate
- 4) Outriggers
- Water Pressure Gauge
- Dump Hose and Pipe (Water On/Off)

Trailer
- Custom Built 12'
- 3500 lb. Single Axle
- Treadplate Decking
- DOT Lighting Package
- Pintle Hitch
- Electric Brakes

Speed Liner on frame, reel and trailer.

Delivery and training are included.

Total Price:.....$45,500.24

Southern Sewer Equipment Sales appreciates the opportunity to supply this equipment to the City of Port St. Lucie. If we may be of any further assistance, please contact Joey Westberry at (772) 834-8201.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Executive Sales Coordinator

20170068

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	SC01-15	Date Prepared:	12/2/2016

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Port St. Lucie	Contractor:	Texas Underground Inc.
Contact Person:	Denzil Brown	Prepared By:	Todd B Bolin
Phone:		Phone:	800 373 1318
Fax:		Fax:	281-485-5953
Email:	dbrown@cityofpsl.com	Email:	todd@pipehunter.com

Product Code:	HO59	Description:	2017 Sidekick Easement Machine

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 19,980.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
ARTICULATING DRIVE	6000	Transport Tilt Trailer	3500
100 FT 1" @3.15ft Jet Hose Pirahna 500 FT Total	315	Electric Brakes	750
Dump Valve Pipeing	345	Rhino Style Speed Liner Coating Inc. Trailer	900
Articulating Reel	4200	Pintle Hitch	181
Manual Footage	712		
Hour Meter	105		
Remote Pendant	2500		
Riding Plate	195		
Outriggers Qty (4)	772.24		
Flat Free Tires	1200	Subtotal From Additional Sheet(s):	
Double Roller Level Wind	295	Subtotal B:	21970.24

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	41950.24	=	Subtotal D:	41950.24

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
		FREIGHT & TRAINING	3550
		Subtotal E:	3550

Delivery Date:	60-90	F. Total Purchase Price (D+E):	45500.24

TEXAS UNDERGROUND INC.
1617 GARDEN ROAD PEARLAND TEXAS 77581 800 373 1318 FAX281 485 5953

NEW PIPEHUNTER 2017 SIDEKICK EASEMENT

Quote Date: December 2, 2016
Customer: Port St. Lucie
Salesman: Todd Bolin
HGAC CONTRACT# SC01-15
PRODUCT CODE: HO59 PIPEHUNTER SIDEKICK

Due Date: 60-90
Dealer: SSE

PO#

HGAC BUILD LINE SHEET

Single Jet Hose Reel 1" DUAL CHAIN DRIVE 3/8" STEEL		
	Capacity 600x 1" Jet Hose Reel	1
Articulating Drive Option		
	Articulating Drive Left/Right	1
Articulating Reel Option		
	Articulating Reel Option Hydraulic Powered Articulation Worm Gear	1
Hose Reel Accessories		
	Manual Footage Counter	1
	Double Roller Levelwind	1
HOSE		
	Leader hose-per foot	10
	1" Jet Hose Pirahna 3000 PSI	500
WATER SYSTEM		
	Water Pressure Gauge	1
	Dump Hose and Pipe	1
ENGINE		
	Honda Gas 24 H.P. ELECTRIC START	1
	Hour Meter	1
	Ignition Keys	2
ACCESSORIES		
	Articulating Pivot Drive	1
	Dual Wheels Front Single Rear	1
	Flat Free Tires	1
	Remote Control Pendant 20 ft Cord	1
	Operator Riding Plate	1
	Outriggers - 4 Total	1
	Manual Pipehunter	1
	Manual Honda	1
TILT CUSTOM TRANSPORT TRAILER		
	Trailer-Custom-12' L - Treadplate decking Single Axle 3500 LB	1
	DOT LIGHTING PACKAGE	1
	Pintle Hitch	1
	Electric Brakes (Single Axle Trailer)	1
LINER OPTION		
	PipeHunter Speed Liner Sidekick & Trailer	1
	COLOR BASE BLACK HOSE REEL RED	

TOTAL:	$	41,950.24
FREIGHT TRAINING	$	3,550.00
Total :	$	45,500.24

Quoted By: Todd B Bolin 12-02-16

WARRANTY 1 YEAR AGAINST MANUFACTURE DEFECTS

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Terms: MUNICIPAL (NET 30)

Signature: _____ Date: _____

Attachment A
Texas Underground Inc.
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services
Contract No.: SC01-15

H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	**Description**	**Base Offered Price 2015**
Texas Underground, Inc.		
C. Jet Rodders, For Truck & Trailer Mounting		
C049	Model - #3844 - Trailer Mounted, Single Axle, 300 Gal	$44,864
C050	Model - #7844 - Truck Mounted, 700 Gal	$61,364
D. Hydroexcavators, Truck & Trailer Mounted		
D039	Trailer Mounted Hydro-Excavator	$52,250
E. Standard Portable Sewer Inspection Systems		
E048	Jet Eye Conversion System - Sewer video/cleaning system used in conjunction with an existing High Pressure Sewer Cleaner System. Expressed purpose of this equipment is to simultaneously clean and TV the sewer and storm lines.	$38,500
H. Miscellaneous Sewer Equipment		
H059	Sidekick Easment Machine; Hyd 4-Wheel Drive	$19,980
H060	VacHunter Combo Jet/Vac Trailer	$102,600
H061	RED DAWG SEWER CLEANING TOOL KIT 1/2" TO INCLUDE: - RED DAWG-CHIZEL DAWG-HOT DAWG	$1,500
H062	RED DAWG SEWER CLEANING TOOL KIT 3/4" TO INCLUDE: - RED DAWG-CHIZEL DAWG-HOT DAWG	$1,800
H063	RED DAWG SEWER CLEANING TOOL KIT 1" TO INCLUDE: - RED DAWG-CHIZEL DAWG-HOT DAWG	$2,000
H064	RED DAWG STORM WATER CLEANING TOOL KIT 1" & 3/4" TO INCLUDE: - BIG RED DAWG- FLOOR DAWG	$3,000

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
TEXAS UNDERGROUND INC.
Pearland, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Texas Underground Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1617 Garden Road, Pearland, Texas 77581.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** Contract to become effective as of January 1, 2015, and to continue through December 31, 2017 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:**SC01-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:**SC01-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: **LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: **PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: **CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: **LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]***

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: Dec 9, 2014, 20__

Signed for **Texas Underground Inc.** Pearland, Texas: _____

Printed Name & Title: Thomas K Stonemark President

Date: 12-1 20 14

Attest for **Texas Underground Inc.** Pearland, Texas: _____

Printed Name & Title: Todd B. Bolin Sales Manager

Date: 12-1, 20 14

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 1/9/2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Ratification of Appointment of Manny Anon, Jr., Esq. as Assistant City Attorney/Labor & Employment pursuant to Section 9.04 of the City Charter which provides that the City Council shall appoint a City Attorney and such Assistant City Attorney as it deems necessary who shall serve at the pleasure of the Council and act as legal advisor to the City and all its officers on matters relating to their official duties; Providing an Effective Date

Submittal Date: 12/27/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie City Government Mission to provide Exceptional Municipal Services.

BACKGROUND: Manny Anon, Jr. is an upstanding member of the Florida Bar and has been admitted to practice law in the State of Florida since 1993. Mr. Anon commenced employment with the City of Port St. Lucie as an Assistant City Attorney/Labor & Employment on December 5, 2016. Mr. Anon's vast experience includes, but is not limited to, employment as a United States Army Reserve Judge Advocate General, an Assistant Town Attorney for the Town of Surfside, Deputy General Counsel for the American Federation of State, County and Municipal Employees, and an Assistant City Attorney for the City of Miami.

ANALYSIS: The attached Employment Agreement is presented for City Council consideration and seeks to ratify the appointment of Manny Anon, Jr. as Assistant City Attorney/Labor & Employment. Section 9.04 of the City Charter provides that the City Council shall appoint a City Attorney and such Assistant City Attorney as it deems necessary who shall serve at the pleasure of the City Council and act as legal advisor for the City and all its officers on matters relating to their official duties. The Employment Agreement shall be in substantially the same form as is attached and as may be authorized and approved by the City Manager.

FINANCIAL INFORMATION: The proposed Employment Agreement remains within the budget set for the City Attorney's Office.

LEGAL INFORMATION: Approved by O. Reginald Osenton, City Attorney as to legal form and sufficiency.

STAFF RECOMMENDATION: The City Attorney's Office recommends approval and ratification of the Employment Agreement.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Employment Agreement

RECEIVED

DEC 28 2016

CITY MANAGER'S OFFICE

ATTACHMENT

"1"

(to Council Agenda Memorandum)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") effective the 5th, day of December, 2016, by and between the CITY OF PORT ST. LUCIE, hereinafter referred to as "CITY", acting through the CITY ATTORNEY, hereinafter referred to as "CA", and MANNY ANON, JR., hereinafter referred to as "EMPLOYEE", governs the terms and conditions of EMPLOYEE'S employment.

WHEREAS, CITY desires to retain the legal services of EMPLOYEE as an Assistant City Attorney; and

WHEREAS, CITY agrees to employ EMPLOYEE and EMPLOYEE agrees to accept employment with CITY in the position of Assistant City Attorney; and

WHEREAS, it is the desire of CA to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

I. DUTIES. A job description for the position delineating specific job duties is attached hereto as Exhibit A and incorporated herein by this reference.

II. DURATION OF AGREEMENT.

A. EMPLOYEE shall be an at-will contractual employee of the CITY and serve at the pleasure of CA and, pursuant to Section 9.04 of the City Charter, shall serve at the pleasure of the City of Port St. Lucie City Council (hereinafter the "CITY COUNCIL"). EMPLOYEE waives any rights to a pre- or post-disciplinary/termination hearing in the event of discipline or termination.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CA or the CITY COUNCIL to terminate the employment of EMPLOYEE at any time, subject only to the provisions set forth in Section XI.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right

of CA or the CITY COUNCIL to cancel this Agreement, subject only to the provisions set forth in Section III (B) or (C).

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 60-days written notice to CA of EMPLOYEE's voluntary resignation, unless the parties agree otherwise. A timely notice constitutes "good standing" separation. EMPLOYEE acknowledges and understands that, in the event of voluntary resignation, EMPLOYEE is not entitled to any severance pay.

B. CA or CITY COUNCIL may cancel this agreement in the event EMPLOYEE abandons the position of Assistant City Attorney. A position is 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 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, CA or CITY COUNCIL shall have the option of canceling this Agreement without being obligated to pay any severance pay.

IV. TERMINATION OF EMPLOYMENT. CA may, with or without cause, terminate the employment of the EMPLOYEE at any time. The CITY COUNCIL may, with or without cause terminate employment of the EMPLOYEE at any time by a majority vote of all members. If the EMPLOYEE is terminated before the expiration of the Agreement as set forth in Section II (B), EMPLOYEE shall be entitled to severance pay as set forth in Section XII. 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, CA shall meet with EMPLOYEE to establish performance

standards, departmental goals and criteria for a performance evaluation. Within thirty (30) days of each annual anniversary date of this Agreement, CA shall, in accordance with the criteria previously established, review and evaluate the performance of EMPLOYEE.

B. CA shall provide EMPLOYEE with a written performance evaluation and shall provide an opportunity for EMPLOYEE to discuss the contents thereof with CA for the purpose of advancing the overall effectiveness of EMPLOYEE in his position.

C. CA shall provide EMPLOYEE with periodic written performance evaluations during EMPLOYEE'S first 180 days of employment as Assistant City Attorney.

VI. DISABILITY, HEALTH AND LIFE INSURANCE.

A. The 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 management/non-bargaining unit CITY employees.

B. The CITY agrees to provide hospitalization, surgical, dental, vision and comprehensive medical insurance for EMPLOYEE and EMPLOYEE'S dependents (if eligible) and to pay the premiums thereon equal to that which is provided to all other management/non-bargaining unit CITY employees.

VII. PROFESSIONAL DEVELOPMENT. The CITY recognizes its obligation for the professional development of EMPLOYEE and agrees that EMPLOYEE will be given adequate opportunity to develop EMPLOYEE'S skills and abilities as an attorney, and EMPLOYEE agrees to participate in professional development activities. CA agrees to budget and pay for professional and official travel and meetings in continuance of the professional development of EMPLOYEE and in furtherance of the promotion of necessary official functions of the CITY. CA also agrees to budget and pay for EMPLOYEE'S professional dues (such as Florida bar dues), continuing education, and travel and subsistence expenses of EMPLOYEE for training purposes, institutes, and seminars that are necessary for EMPLOYEE'S

professional development and for the good of the CITY.

VIII. SECONDARY EMPLOYMENT. EMPLOYEE agrees to not accept any other full-time employment. However, the CITY and CA agree that EMPLOYEE shall be allowed to accept part-time employment 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 and shall require the prior written approval of CA.

IX. SICK TIME, ANNUAL, BEREAVEMENT AND MILITARY LEAVES, AND OTHER AUTHORIZED ABSENCES.

Note: EMPLOYEE'S original date of hire, December 5, 2016, shall be deemed the "Hire Date" or "Anniversary Date" as those terms are used in this Agreement.

A. SICK TIME. EMPLOYEE shall be granted ninety-six (96) hours sick time upon EMPLOYEE'S hire date and an additional ninety-six (96) hours sick time each year upon subsequent anniversary dates. Said sick time may only be used in accordance with the provisions outlined in the City's Personnel Rules and Regulations. Upon termination of employment, EMPLOYEE may be compensated for unused sick time, pursuant to the City's Personnel Rules and Regulations. In the event EMPLOYEE separates from service pursuant to Section III (B), (C) or Section IV, EMPLOYEE shall not be compensated for unused sick time. However, the aforementioned prohibition of unused sick time compensation does not include a separation due to a "Reduction in Force" (RIF).

If EMPLOYEE leaves City employment pursuant to Section III (A) or as part of a RIF, 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. EMPLOYEE shall accrue annual leave on a bi-weekly basis, using his date of hire, as follows:

Years Employed	**Days Accrued Per Year**
0-3	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 EMPLOYEE'S date of hire, then EMPLOYEE shall receive payment for any accrued annual leave as of the date of separation.

C. 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.

X. RETIREMENT. The CITY agrees to pay an amount equal to ten and one-half (10.5%) percent of EMPLOYEE'S base pay into the ICMA Retirement Corporation 401(A) or 457 Account. Said contributions to coincide with EMPLOYEE'S bi-weekly salary payments as provided to all other management/non-bargaining unit CITY employees.

XI. SALARY/ALLOWANCES/COMPENSATORY LEAVE/PERSONAL DAYS.

A. Starting salary shall be ONE HUNDRED THOUSAND DOLLARS ($100,000.00) per annum, payable in bi-weekly installments. EMPLOYEE shall be eligible for any

budgeted annual COLA increases and/or merit increases, based upon annual performance reviews.

B. EMPLOYEE acknowledges that, pursuant to the Fair Labor Standards Act (FLSA) EMPLOYEE qualifies for the professional employee exemption. As an exempt employee, EMPLOYEE is paid a weekly salary, not subject to minimum wage or overtime compensation 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 cellular telephone or similar device for use in the normal conduct of business, in accordance with CITY policy.

E. COMPENSATORY TIME. EMPLOYEE shall be granted forty (40) hours of compensatory time 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-month period. Upon separation from employment with the 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.

F. PERSONAL DAYS. EMPLOYEE shall be granted three (3) paid personal leave days upon each anniversary date. Paid personal leave days may not be accrued from year-to-year. Personal days are not compensated upon separation from CITY'S employment.

XII. <u>SEVERANCE PAY</u>. CA shall grant EMPLOYEE thirteen (13) regular weeks' pay upon termination pursuant to Section IV. After two (2) years from EMPLOYEE'S Hire Date, CA shall pay EMPLOYEE twenty (20) weeks' severance pay upon termination by CA or CITY COUNCIL pursuant to

Section IV.

XIII. GENERAL EXPENSES. CA 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 CA and in accordance with CITY policy, and the Finance Director 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. CA recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to CA for his review and approval a listing of civic organizations for which the CITY shall pay all expenses on his behalf.

XV. 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.

XVI. MODIFICATIONS. No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.

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 of employment. However, this post employment restriction shall not apply to EMPLOYEE'S representation of a group of collective bargaining purposes or any not-for-profit entity serving the needs to the community as may be determined by the CITY COUNCIL.

XVIII. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in St. Lucie County, Florida.

XIX. SEVERABILITY OF PROVISIONS. If any clause or provision of this Agreement shall

be determined to be illegal, invalid, 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 1st day of December 2016.

Manny Anon, Jr., EMPLOYEE

O. Reginald Osenton,
City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 1/9/2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Ratification of Appointment of Philip Mugavero, Esq. as Assistant City Attorney/Senior Assistant City Attorney/Litigation Assistant City Attorney pursuant to Section 9.04 of the City Charter which provides that the City Council shall appoint a City Attorney and such Assistant City Attorney as it deems necessary who shall serve at the pleasure of the Council and act as legal advisor to the City and all its officers on matters relating to their official duties; Providing an Effective Date

Submittal Date: 12/27/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie City Government Mission to provide Exceptional Municipal Services.

BACKGROUND: Philip Mugavero is an upstanding member of the Florida Bar and has been admitted to practice law in the State of Florida since 1992. Mr. Mugavero will commence employment with the City of Port St. Lucie as an Assistant City Attorney/Senior Assistant City Attorney/Litigation Assistant City Attorney on January 11, 2017. Mr. Mugavero's vast experience includes, but is not limited to, employment as General Counsel for the Solid Waste Authority of Palm Beach County and Senior Assistant County Attorney for the Palm Beach County Attorney's Office. Mr. Mugavero also has considerable experience with eminent domain proceedings, bankruptcy, foreclosures, Code Enforcement, land use matters, lien and collection proceedings, and the like.

ANALYSIS: The attached Employment Agreement is presented for City Council consideration and seeks to ratify the appointment of Philip Mugavero as Assistant City Attorney/Senior Assistant City Attorney/Litigation Assistant City Attorney. Section 9.04 of the City Charter provides that the City Council shall appoint a City Attorney and such Assistant City Attorney as it deems necessary who shall serve at the pleasure of the City Council and act as legal advisor for the City and all its

officers on matters relating to their official duties. The Employment Agreement shall be in substantially the same form as is attached and as may be authorized and approved by the City Manager.

FINANCIAL INFORMATION: The proposed Employment Agreement remains within the budget set for the City Attorney's Office.

LEGAL INFORMATION: Approved by O. Reginald Osenton, City Attorney as to legal form and sufficiency.

STAFF RECOMMENDATION: The City Attorney's Office recommends approval and ratification of the Employment Agreement.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Employment Agreement

RECEIVED
DEC 28 2016
CITY MANAGER'S OFFICE

ATTACHMENT

"1"

(to Council Agenda Memorandum)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") effective the 15th day of December, 2016, by and between the CITY OF PORT ST. LUCIE, hereinafter referred to as "CITY", acting through the CITY ATTORNEY, hereinafter referred to as "CA", and PHILIP MUGAVERO, hereinafter referred to as "EMPLOYEE", governs the terms and conditions of EMPLOYEE'S employment.

WHEREAS, CITY desires to retain the legal services of EMPLOYEE as an Assistant City Attorney; and

WHEREAS, CITY agrees to employ EMPLOYEE and EMPLOYEE agrees to accept employment with CITY in the position of Assistant City Attorney; and

WHEREAS, it is the desire of CA to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

I. DUTIES. A job description for the position delineating specific job duties is attached hereto as Exhibit A and incorporated herein by this reference.

II. DURATION OF AGREEMENT.

A. EMPLOYEE shall be an at-will contractual employee of the CITY and serve at the pleasure of CA and, pursuant to Section 9.04 of the City Charter, shall serve at the pleasure of the City of Port St. Lucie City Council (hereinafter the "CITY COUNCIL"). EMPLOYEE waives any rights to a pre- or post-disciplinary/termination hearing in the event of discipline or termination.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CA or the CITY COUNCIL to terminate the employment of EMPLOYEE at any time, subject

only to the provisions set forth in Section XI.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CA or the CITY COUNCIL to cancel this Agreement, subject only to the provisions set forth in Section III (B) or (C).

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 60-days written notice to CA of EMPLOYEE's voluntary resignation, unless the parties agree otherwise. A timely notice constitutes "good standing" separation. EMPLOYEE acknowledges and understands that, in the event of voluntary resignation, EMPLOYEE is not entitled to any severance pay.

B. CA or CITY COUNCIL may cancel this agreement in the event EMPLOYEE abandons the position of Assistant City Attorney. A position is 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 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, CA or CITY COUNCIL shall have the option of canceling this Agreement without being obligated to pay any severance pay.

IV. TERMINATION OF EMPLOYMENT. CA may, with or without cause, terminate the employment of the EMPLOYEE at any time. The CITY COUNCIL may, with or without cause terminate employment of the EMPLOYEE at any time by a majority vote of all members. If the EMPLOYEE is terminated before the expiration of the Agreement as set forth in Section II (B), EMPLOYEE shall be entitled to severance pay as set forth in Section XII. 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, CA shall meet with EMPLOYEE to establish performance standards, departmental goals and criteria for a performance evaluation. Within thirty (30) days of each annual anniversary date of this Agreement, CA shall, in accordance with the criteria previously established, review and evaluate the performance of EMPLOYEE.

B. CA shall provide EMPLOYEE with a written performance evaluation and shall provide an opportunity for EMPLOYEE to discuss the contents thereof with CA for the purpose of advancing the overall effectiveness of EMPLOYEE in his position.

C. CA shall provide EMPLOYEE with periodic written performance evaluations during EMPLOYEE'S first one hundred eighty (180) days of employment as Assistant City Attorney.

VI. DISABILITY, HEALTH AND LIFE INSURANCE.

A. The 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 management/non-bargaining unit CITY employees.

B. The CITY agrees to provide hospitalization, surgical, dental, vision and comprehensive medical insurance for EMPLOYEE and EMPLOYEE'S dependents (if eligible) and to pay the premiums thereon equal to that which is provided to all other management/non-bargaining unit CITY employees.

VII. PROFESSIONAL DEVELOPMENT. The CITY recognizes its obligation for the professional development of EMPLOYEE and agrees that EMPLOYEE will be given adequate opportunity to develop EMPLOYEE'S skills and abilities as an attorney, and EMPLOYEE agrees to participate in professional development activities. CA agrees to budget and pay for professional and official travel and meetings in continuance of the professional development of EMPLOYEE and in

furtherance of the promotion of necessary official functions of the CITY. CA also agrees to budget and pay for EMPLOYEE'S professional dues (such as Florida bar dues), continuing education, and travel and subsistence expenses of EMPLOYEE for training purposes, institutes, and seminars that are necessary for EMPLOYEE'S professional development and for the good of the CITY.

VIII. SECONDARY EMPLOYMENT. EMPLOYEE agrees to not accept any other full-time employment. However, the CITY and CA agree that EMPLOYEE shall be allowed to accept part-time employment 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 and shall require the prior written approval of CA.

IX. SICK TIME, ANNUAL, BEREAVEMENT AND MILITARY LEAVES, AND OTHER AUTHORIZED ABSENCES.

Note: EMPLOYEE'S original date of hire, January 3, 2017, shall be deemed the "Hire Date" or "Anniversary Date" as those terms are used in this Agreement.

A. SICK TIME. EMPLOYEE shall be granted ninety-six (96) hours sick time upon EMPLOYEE'S hire date and an additional ninety-six (96) hours sick time each year upon subsequent anniversary dates. Said sick time may only be used in accordance with the provisions outlined in the City's Personnel Rules and Regulations. Upon termination of employment, EMPLOYEE may be compensated for unused sick time, pursuant to the City's Personnel Rules and Regulations. In the event EMPLOYEE separates from service pursuant to Section III (B), (C) or Section IV, EMPLOYEE shall not be compensated for unused sick time. However, the aforementioned prohibition of unused sick time compensation does not include a separation due to a "Reduction in Force" (RIF).

If EMPLOYEE leaves City employment pursuant to Section III (A) or as part of a RIF, 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. EMPLOYEE shall accrue annual leave on a bi-weekly basis, using his date of hire, as follows:

Years Employed	Days Accrued Per Year
0-3	10
4-9	15
1019	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 EMPLOYEE'S date of hire, then EMPLOYEE shall receive payment for any accrued annual leave as of the date of separation.

C. 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.

X. RETIREMENT. The CITY agrees to pay an amount equal to ten and one-half (10.5%) percent of EMPLOYEE'S base pay into the ICMA Retirement Corporation 401(A) or 457 Account. Said

contributions to coincide with EMPLOYEE'S bi-weekly salary payments as provided to all other management/non-bargaining unit CITY employees.

XI. SALARY/ALLOWANCES/COMPENSATORY LEAVE/PERSONAL DAYS.

A. Starting salary shall be ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000.00) per annum, payable in bi-weekly installments. EMPLOYEE shall be eligible for any budgeted annual COLA increases and/or merit increases, based upon annual performance reviews.

B. EMPLOYEE acknowledges that, pursuant to the Fair Labor Standards Act (FLSA) EMPLOYEE qualifies for the professional employee exemption. As an exempt employee, EMPLOYEE is paid a weekly salary, not subject to minimum wage or overtime compensation 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 cellular telephone or similar device for use in the normal conduct of business, in accordance with CITY policy.

E. COMPENSATORY TIME. EMPLOYEE shall be granted forty (40) hours of compensatory time 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-month period. Upon separation from employment with the 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.

F. PERSONAL DAYS. EMPLOYEE shall be granted three (3) paid personal leave days upon each anniversary date. Paid personal leave days may not be accrued from year-to-year. Personal days are not compensated upon separation from CITY'S employment.

XII. SEVERANCE PAY. CA shall grant EMPLOYEE thirteen (13) regular weeks' pay upon termination pursuant to Section IV. After two (2) years from EMPLOYEE'S Hire Date, CA shall pay EMPLOYEE twenty (20) weeks' severance pay upon termination by CA or CITY COUNCIL pursuant to Section IV.

XIII. GENERAL EXPENSES. CA 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 CA and in accordance with CITY policy, and the Finance Director 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. CA recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to CA for his review and approval a listing of civic organizations for which the CITY shall pay all expenses on his behalf.

XV. 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.

XVI. MODIFICATIONS. No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.

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 of employment. However, this post employment restriction shall not apply to EMPLOYEE'S representation of a group of collective bargaining purposes or any not-for-profit entity serving the needs to the community as may be determined by the CITY COUNCIL.

XVIII. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in St. Lucie County, Florida.

XIX. SEVERABILITY OF PROVISIONS. If any clause or provision of this Agreement shall be determined to be illegal, invalid, 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 15 day of December 2016.

Philip Mugavero, EMPLOYEE

O. Reginald Osenton,
City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Michael Lubeck, Assistant Director of Neighborhood Services

Agenda Item: Discussion: Public Hearing: Request by Jane Rowley, Event Manager for Tradition Development LLC for the Special Event annual permit fees to be waived.

Submittal Date: 12/29/2016

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

BACKGROUND: Tradition Development LLC hosts the Food Truck Invasion event every month. This event is year round and is an opportunity to bring people to our community.

ANALYSIS: Tradition Development does not profit from this event and is requesting the 2017 special event permit fee to be waived.

FINANCIAL INFORMATION: The cost of the annual special event permit is $500.00 which allows 12 events per calendar year, per Sec.158.255(D)(4) ordinance.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Requesting approval from Council to waive the annual permit fees.

SPECIAL CONSIDERATION: Renewal of the annual event permit is required after the 12 events are utilized.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Request Letter from Jane Rowley, Event Manager; Email Request from Jane Rowley, Event Manager; City of Port St Lucie Code Sec. 158.225 (D)(4) (Highlighted)

Jackie Basile

From: MaryAnn Verillo
Sent: Wednesday, December 28, 2016 4:22 PM
To: Mike Lubeck; Jackie Basile; Jennifer Perkey
Subject: FW: Please see attached letter explaining why we ask this every year, and it has been approved.

From: Town Hall [mailto:tthjane@aol.com]
Sent: Wednesday, December 28, 2016 4:20 PM
To: MaryAnn Verillo <DeliaM@cityofpsl.com>
Subject: Please see attached letter explaining why we ask this every year, and it has been approved.

Tradition Land Co. LLC.
Tradition HOA, Community Association
10489 Meeting St.
Port St. Lucie Fl. 34987

12/27/16

Mayor and city Council

We are asking for the city to wave the yearly fee for events that are done on private property in Tradition that are done by the developer.

We use these events as a tool to encourage growth and development, people to buy houses and spend money in the restaurants and shops.

Houses pay taxes, stores pay sales tax to the city and state.

We are asking for a 1 year at a time for events only done by the developer, all other events will get a city permit.

Jane Rowley
Events Manager
Tradition and Tradition Master Association.

Sent from my iPad

Tradition Land Company
10489 Meeting St.
Port St. Lucie Fl. 34987

12/13/16

Jane Rowley Event Manager
772-201-0129

Mayor and City Council Port St. Lucie, Fl.

This is the 3rd. Year for Food Trucks in the square, it is used as a tool to foster development for houses, restaurants etc, who in turn pay taxes.

We are asking for you to wave the Permit fee.

Thank You,,

Jane Rowley

Jane Rowley Event Manage
Tradition Development LLC.

Sec. 158.225. - Outdoor Sales and Special Events.

An event which would require a permit under this section is any temporary outdoor special event or outdoor sales, which is not one of the permitted uses of a property and not included as a customary primary or ancillary use. Any use of the property already included in the business tax receipt as a use for a property will not require a separate temporary event permit. Except where noted, outdoor special events and temporary outdoor sales events under this section require a special event permit. Permits are not required for church festivities when held on church property, for events held at City parks or recreation facilities, for the display of merchandise at the entry to retail establishments as set forth in § 158.225(A)(2)(b), or for community days annual events as set forth in § 158.225(A)(2)(g).

(A) The applicant applying to the Code Compliance Division of the Building Department for such outdoor or temporary event permit in the City shall be the owner or its agent of the land upon which the event is intended to be held. Applications must be complete and submitted with the following documentation, to be processed:

(1) The area utilized shall be cleaned daily and following any special event shall in all respects be restored to its former condition within twenty-four (24) hours after the close of the event. A refundable security deposit in the amount of five hundred dollars ($500.00) plus one hundred dollars ($100.00) for each day of the event payable in advance, shall be required as security to guarantee that the premises will be cleaned of all rubbish and debris after use by the applicant. Covered dumpsters and trash containers must be provided on the event site and emptied daily.

(2) A written statement from the St. Lucie County Fire District that the tents or temporary structures under which the event is to be held are of fireproof material and will not constitute a fire or egress hazard.

(3) Police services will review the application to determine if off-duty officers are required for traffic/crowd control or for security at the event site. If off-duty police officers are required/requested, payment for their services must be made at least fifteen (15) days prior to the first day of the event.

(4) The owner shall provide a list of all employees, which shall include names, and dates of birth.

(5) A copy of the inspection report from the Department of Agriculture for mechanical rides, prior to opening.

(6) If food is being prepared and/or sold on the site, or if any sanitary facilities and/or sewage disposal is involved, the applicant must contact St. Lucie County Health

Department to determine if an inspection is required. The food safety inspection report must be submitted prior to opening.

(7) The City reserves the right to request indemnification and insurance be provided to protect the City for any event using public property.

(8) A concept plan showing the location of the special event, all structures to be utilized in the event including tents, booths, exhibits, width of aisles, means of ingress and egress, concession areas, waste removal facilities, sanitary facilities, and utilities such as electrical and telephone facilities.

(B) An application shall be denied if:

(1) The applicant has made any misrepresentations in the application.

(2) The applicant fails to provide any of the items or information required.

(3) The special event will substantially interfere with any other special event for which a permit has already been granted or with the provision of public safety or other city services needed to support of such other previously scheduled events.

(4) The special event will have an un-mitigatable adverse impact upon residential or business access and traffic circulation in the area in which it is to be conducted.

(C) Outdoor Special Events.

(1) Outdoor events under this section, include but are not limited to circuses, carnivals, tent revivals, outdoor exhibitions, road festivals, and organized competitive events, which shall be permitted on developed property zoned open space recreation, institutional, general commercial and planned unit development/master planned unit development. The event shall not be permitted to exceed seven (7) consecutive days and no more than four (4) such events per year shall be permitted on the same property. The limitation of four (4) events per year may be waived by affirmative vote of the City Council.

(2) The fees for outdoor events are as follows: A one hundred dollar ($100.00) non-refundable application fee; two hundred dollars ($200.00) for the first day, one hundred fifty dollars ($150.00) for each succeeding day, and twenty dollars ($20.00) per day, per concession stand, booth, or individuals carrying items on their person for the purposes of sale. The fee(s) shall be paid in full before any equipment is brought upon the location where the outdoor event will take place.

(3) All events containing an animal show shall make application with, and receive approval from, the City's animal control division before a permit will be issued.

(4) All events requiring public street closures shall make application for a street closure

permit per Chapter 99 of the City of Port St. Lucie Code of Ordinances with the City's Police Department prior to issuance of a permit.

(5) The area utilized shall be cleaned daily and following any special event shall in all respects be restored to its former condition within twenty-four (24) hours after the close of the event.

(D) Temporary outdoor sales.

(1) Recreational vehicles and boat sales. The sales of recreational vehicles and boats shall be permitted on developed property zoned general commercial, open space recreation, and planned unit development/master planned unit development. The sale shall not be permitted to exceed seven (7) days. If the event is located in a parking lot, the sale shall not use more than fifteen (15) percent of the total required parking spaces of the project. Only one (1) applicant may apply per site at any time. A temporary sales permit shall be required for each event with a cost of one hundred dollars ($100.00) for the first day, fifty dollars ($50.00) each additional day. A letter from the property owner or its agent stating its consent shall be provided at the time of application. Temporary tent and parking lot sales of automobiles are prohibited except on property licensed and zoned for the use.

(2) A permit is not required for the display of merchandise at the entry to retail establishments. Merchandise displays may be located at the entry of each business. Displays shall be limited to one half (½) the business' store frontage. Stores with more than one (1) entry shall be limited to the same total by any combination. In no case shall a display extend into the parking lot or fire lane.

(3) Temporary tent and parking lot sales. The outdoor sales of merchandise other than automobiles, RV's, motorized vehicles and boats shall be permitted on developed property zoned institutional, open space recreation, general commercial, and planned unit development/master planned unit development. The temporary outdoor sales event shall be limited to two (2) one-week sales events per calendar year, either by a locally licensed business or sponsored by a locally licensed business on the same property. The limitation to two (2) one-week sales events per calendar year shall apply unless otherwise specified in this chapter. If the event is located in a parking lot, the sale shall not use more than fifteen (15) percent of the total required parking spaces, as defined by its site plan. A temporary sales permit shall be required for each event with a fee of two hundred dollars ($200.00). Only one (1) applicant may apply per site at any given time.

(4) Crafter/vendor annual permit. The outdoor sales of merchandise shall be permitted on

developed property zoned open space recreation, institutional, general commercial, and planned unit development/master planned unit development. The number of outdoor sales events, pursuant to this subsection, shall be limited to twelve (12) two-day sales events per calendar year. If the event is located in a parking lot, the sale shall not use more than fifteen (15) percent of the total required parking spaces. A fee of five hundred dollars ($500.00) is required for a crafter/vendor annual permit. Only one (1) applicant may apply per site at any scheduled event. A schedule of event dates and a letter from the property owner stating its consent shall be provided at the time of application. One (1) on-site sign per event is included with the permit fee.

(5) Christmas tree sales. The sale of Christmas trees shall be permitted on property zoned institutional, general commercial, and planned unit development/master planned unit development for a maximum of forty-five (45) days. A temporary sales permit shall be required with a fee of twenty dollars ($20.00) per day, up to a maximum fee of two hundred dollars ($200.00).

(6) Farmer's market annual permit. Outdoor farmer's markets shall be permitted on developed property zoned institutional, general commercial, and planned unit development/master planned unit development. The number of outdoor sales events, pursuant to this subsection, shall be limited to twenty-four (24) two-day sales events per calendar year. If the event is located in a parking lot, the sale shall not use more than fifteen (15) percent of the total required parking spaces. A fee of five hundred dollars ($500.00) is required for a farmer's market annual permit. Only one (1) applicant may apply per site at any scheduled event. A schedule of event dates and a letter from the property owner stating its consent shall be provided at the time of application. One (1) on-site sign per event is included with the permit fee.

(7) An annual event, Community Days, held on Veteran's Day weekend allowing that local businesses, holding a current business tax receipt, in a commercially zoned location, may engage in a three-day special event. One professionally made banner may be placed on the building as regulated by section 155.07(F). Said event shall not count as part of the aforementioned limit of two one-week sales events per calendar year. There are no permit fees for the event or banner. All event activity shall be in compliance with Chapter 155 and this chapter.

(E) Any violation of any city ordinance shall result in the permit being revoked immediately and the violator being banned from holding an event in the city for a period of not less than twenty-four (24) months.

(F) Fee Exemption.

(1) Legally recognized 501(C)(3) non-profit and charitable organizations sponsored by a local business having a current business tax receipt are exempt from the fees. The non-profit or charitable organization must; however, provide proof of non-profit/charitable status and shall obtain a permit under the above mentioned regulations.

(2) Requests for exemption from fees must be made in writing to the City Manager's office to be placed on a City Council agenda.

(Ord. No. 98-84, § 1, 3-22-99; Ord. No. 03-39, § 1, 7-28-03; Ord. No. 07-23, § 1, 3-12-07; Ord. No. 12-51, § 1, 9-24-12; Ord. No. 13-55, 10-14-13; Ord. No. 15-85, § 1, 12-7-15)

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 1/9/2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Pacheco Trust Family Limited Liability Limited Partnership, a Florida Limited Liability Partnership, to combine Lots 4 and 5, Block 2329, Port St. Lucie Section Thirty-Four

Submittal Date: 12/22/2016

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, Pacheco Trust Family Limited Liability Limited Partnership, a Florida Limited Liability Partnership, desire to join the following lands described as Lots 4 and 5, Block 2329, Port St. Lucie Section Thirty-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: 1/9/2017

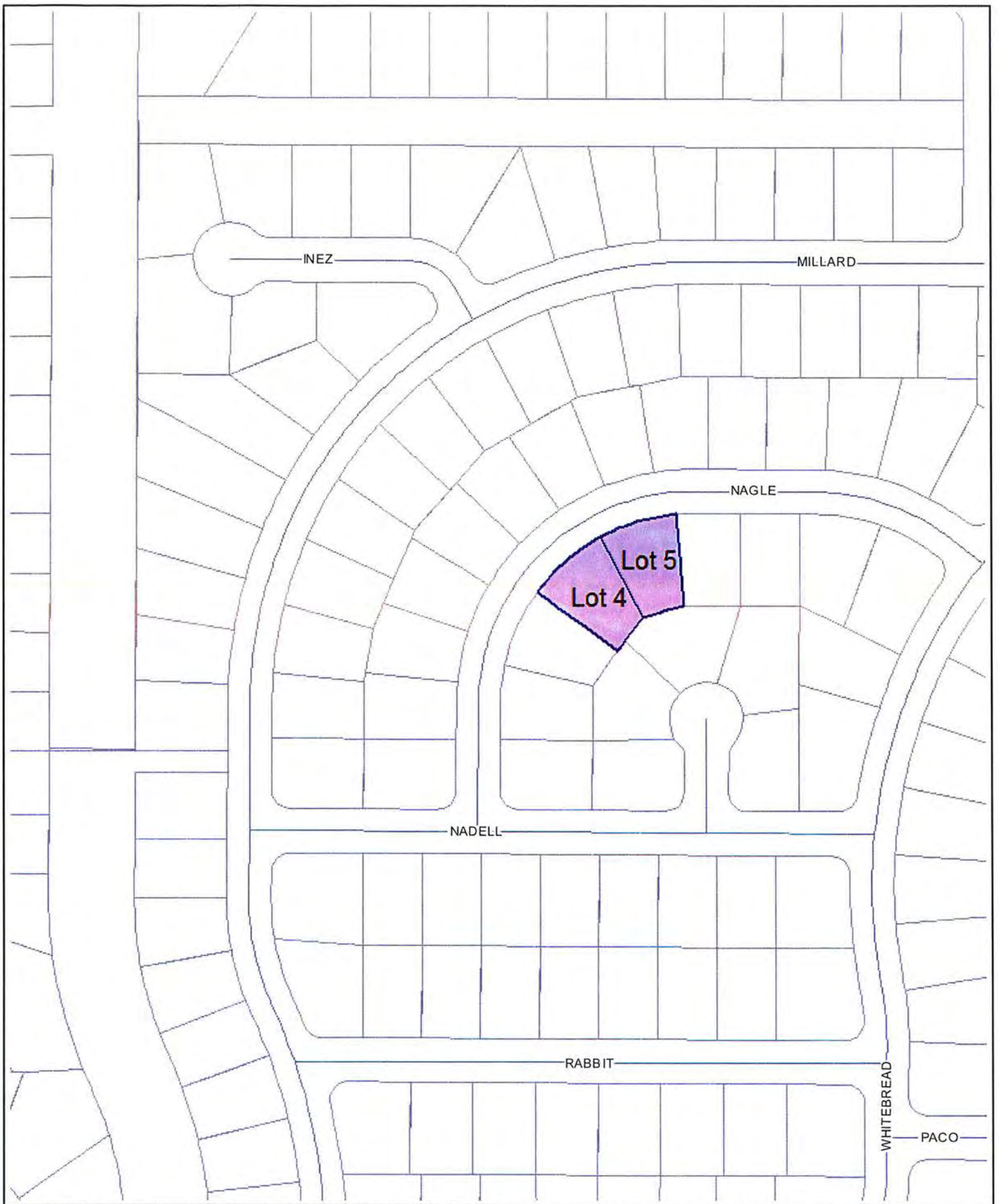
LOCATION OF PROJECT: See attached map, Lots 4 and 5, Block 2329, Port St. Lucie Section Thirty-Four

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

DEC 28 2016

CITY MANAGER'S OFFICE



N

Unity of Title

Lots 4 & 5

Scale:

0 0.0125 0.025 0.05

mi

Map produced by the City of Port St Lucie City Council Map Generator Website on: 12/22/2016

This instrument was prepared under the direction of:
O. Reginald Osenton, Esq., City Attorney
Prepared by:
Nadia Westerik, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **Pacheco Trust Family Limited Liability Limited Partnership,** a Florida Limited Liability Partnership, 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 2329, Port St. Lucie Section Thirty-Four, according to the plat thereof, as recorded in Plat Book 15, at Pages 9, 9A through 9W, 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 _____, 2017.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Peter Pacheco, Trustee
Pacheco Trust Family LLP
a Florida Limited Liability Partnership
8326 Dundee Terrace
Miami Lakes, Florida 33016

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Janet Pacheco, Trustee
Pacheco Trust Family LLP
a Florida Limited Liability Partnership
8326 Dundee Terrace
Miami Lakes, Florida 33016

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Peter Pacheco and Janet Pacheco, trustees of Pacheco Trust Family Limited Liability Limited Partnership, a Florida Limited Liability Partnership 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 #: 7I
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Charlie Proulx, CGFO – Senior Accountant CP

Agenda Item: Motion: Approval of Hurricane Matthew Funding Agreement – Allowing for FEMA and State reimbursement

Submittal Date: 12/22/2016

STRATEGIC PLAN LINK: FINANCIALLY SOUND CITY, HIGH PERFORMANCE CITY ORGANIZATION

BACKGROUND: Hurricane Matthew, a category 4 hurricane, impacted the City of Port St. Lucie on October 6th, 2016 resulting in city wide debris and infrastructure damage.

ANALYSIS: Prior to receiving Federal assistance the City must approve the attached funding agreement from the State of Florida. The Mayor's signature is requested in five (5) places to execute the agreement.

FINANCIAL INFORMATION: The agreement allows for eligible storm damages to be reimbursed with Federal funds at a rate of 75 percent in addition to 12.5 percent of State funds for a total reimbursement of 87.5 percent. The City's cost share is the remaining 12.5 percent which has already been expended to pay for damages. Staff estimates approximately $2,500,000 in reimbursements by way of this agreement and anticipate all reimbursements to be paid within the next twelve (12) months.

LEGAL INFORMATION: Approved by Attorney, O. Reginald Osenton, and is approved as to legal form and sufficiency on 12/20/16.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: City Wide

ATTACHMENTS: Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL)
Federally Funded Public Assistance State Agreement

RECEIVED
DEC 2 1 2016
CITY MANAGER'S OFFICE

INSTRUCTIONS TO EXECUTE THE FEDERALLY FUNDED PUBLIC ASSISTANCE FUNDING AGREEMENT BY THE SUBGRANTEE/SUBRECIPIENT

FEMA's Public Assistance program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible cost is provided to primarily address the repair and restoration of public facilities and infrastructure which have been damaged or destroyed, or the restoration of services which were negatively impacted. Eligible Applicants are State, tribal, or local governments, and the owners or operators of certain private nonprofit facilities. In order to be eligible for federal funds, you were required to submit a Request for Public Assistance (RPA). That request has been approved.

FEMA and the State share the responsibility for making Public Assistance funds available to the Subgrantee/Subrecipient. Funds that FEMA obligates to the State via electronic transfer, reside in the Federal account (SMARTLINK) until the State is ready to award grants to the appropriate Subgrantees/Subrecipients.

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for Public Assistance (RPA) was approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Florida Division of Emergency Management (the Grantee/Recipient). The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient *must* be attached to the Agreement for review by the Division.)

    a. **Corporation:** the chair of the board of directors or president;

    b. **City:** the mayor or city manager;

    c. **County:** the chair of the board of county commissioners or the county manager;

    d. **School Board:** the superintendent;

    e. **Fire District:** the district chief;

    f. **Special Districts:** the executive director;

    g. **Institution of Higher Education:** the president of the institution;

    h. **Charter School:** the chair of the board of directors;

    i. **County Sheriff's Office:** the sheriff;

    j. **State Agencies:** the Secretary or Director of the Agency;

    k. **All other Subgrantee/Subrecipients:** the chief executive officer of the entity.

2. Copies of the Agreement can be obtained through FloridaPA.org by anyone authorized by the Subgrantee/Subrecipient to access the system.

CHECKLIST FOR EXECUTING THE FUNDING AGREEMENT

In what may be a change from how the Funding Agreement has been executed in previous disasters, it is now necessary take the following steps to ensure that the Funding Agreement and associated documentation is processed as quickly as possible:

O 1. Download the Agreement and these instructions from the "Funding Agreement" section of your FloridaPA.org Subgrantee/Subrecipient Account Summary page for disaster FEMA-4283-DR-FL within www.FloridaPA.org;

O 2. Complete all user-defined fields, save the Agreement to your local computer, then print a copy of the Agreement with all attachments. (Print two copies if you want to receive an executed copy with original signatures back from the Division);

O 3. Have the officer/official listed above, or their designee with signature authority, sign:
   a. the Statement of Assurances signature page (Attachment A);
   b. the Funding Agreement on page 23, under the subsection "For the Subgrantee/ Subrecipient," (If signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient must be attached.); and
   c. the bottom of Attachment D, on the line for "Subgrantee/Subrecipient Authority/ Board/Commission Signature."
   d. The bottom of Attachment E on the line "FOR: Subgrantee/Subrecipient BY:"

O 4. Scan a PDF copy of the Agreement with *all* Attachments and upload the PDF copy into www.FloridaPA.org. (This can be accomplished by selecting "View Funding Agreement" on the Event Summary page for disaster FEMA-4283-DR-FL.)

O 5. Once uploaded, advance the Agreement in www.FloridaPA.org, where it will be reviewed and advanced for legal review.

O 6. Send the original(s) of the signed Agreement by U.S. Mail or courier service to the following address:

Attn: Evan Rosenberg, Bureau Chief
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100.

Once received, the Division's representative will execute the Agreement and a scanned copy of the fully executed Agreement will be uploaded into www.FloridaPA.org. (If the Subgrantee/ Subrecipient has sent two copies of the Funding Agreement, each with original signatures, the Division will return one fully executed copy with original signatures to the Subgrantee/ Subrecipient. If only one copy with original signatures has been sent by the Subgrantee/ Subrecipient, then the Division will retain the resulting fully executed copy of the Agreement.)

OTHER INFORMATION

It is the Subgrantee's/Subrecipient's responsibility to review all of the provisions in the Agreement and Attachments, and completely fulfill its duties and obligations thereunder. While

the provisions may not be modified, the Subgrantee/Subrecipient has the right to consult with counsel and have counsel review the Agreement before signing and submitting it to the Division for acceptance.

While all of the provisions are important and must be complied with, the following provisions are especially important for the Subgrantee/Subrecipient to be aware of:

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Subgrantees/Subrecipients *must* use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Grantee/Recipient upon request by the Subgrantee/Subrecipient. *The Subgrantee/Subrecipient is required to have working knowledge of the FloridaPA.org system.*

TIMELINE FOR PERFORMANCE OF WORK

COMPLETION DATES

In accordance with 44 C.F.R. § 206.204, the Subgrantee/Subrecipient must complete all projects – whether small projects or large projects – no later than 18 months from the date a major disaster or emergency is declared by the President, except that the Subgrantee/Subrecipient only has 6 months to complete projects related to debris removal and emergency work. Based on extenuating circumstances or unusual project requirements beyond the control of the Subgrantee/Subrecipient, the Grantee/Recipient may – but is not required to – extend the completion deadline for an additional 6 months for debris removal and emergency work, and 30 months for permanent restoration work. The Subgrantee/Subrecipient must notify the State and certify work is complete on small projects.

CLOSEOUT

The Public Assistance Program is considered programmatically closed when FEMA assures that all of the grants awarded under this Agreement for a disaster meet the statutory and regulatory requirements that govern the program. To achieve programmatic closure, the Grantee/Recipient ensures that all funds have been obligated and all work has been completed in accordance with this Agreement. In addition, FEMA must resolve any appeals before programmatic closure is complete. Financial reconciliation of the grant, or grant closure, occurs later, when FEMA and the Grantee/Recipient (State) reach agreement that all applicable administrative actions related to the Public Assistance Program are complete and all program funds related to the disaster have been reconciled. A signed Project Completion and Certification report is required to close this Agreement.

Contract Number: 17-PA-U5-10-66-01-127
Subgrantee/Subrecipient: Port St. Lucie, City Of
FIPS/PAID Number: 111-58715-00

HURRICANE MATTHEW DISASTER DECLARATION (FEMA-4283-DR-FL)

Federally Funded Public Assistance State Agreement

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, whose headquarters is in Tallahassee, Leon County, Florida (hereafter referred to as the "Grantee/Recipient"), and:

_____

(hereinafter referred to as the "Subgrantee/Subrecipient").

WHEREAS,

On October 8, 2016, President Barack H. Obama issued a Major Disaster Declaration designated FEMA-4283-DR-FL for the State of Florida as a result of Hurricane Matthew; and

WHEREAS,

The Declaration, as amended, authorizes Public Assistance funding for eligible disaster recovery efforts in Bradford, Brevard, Clay, Duval, Flagler, Indian River, Lake, Martin, Nassau, Palm Beach, Putnam, Seminole, St. Johns, St. Lucie, and Volusia Counties.

WHEREAS,

The FEMA-State Agreement executed October 12, 2016, and subsequently amended, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees/Subrecipients; and

WHEREAS,

The Subgrantee/Subrecipient is located in the affected area and appears to have suffered eligible damage; now

THEREFORE, the Grantee/Recipient and the Subgrantee/Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) **DEFINITIONS.**

a. As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:

i. **Agreement Sum:** is the Grantee's/Recipient's amount of reimbursement to the Subgrantee/Subrecipient for its verified expenses, subject to the scope of work identified in the Project Worksheet for Small and/or Large Projects.

ii. **Eligible activities:** are those activities authorized in the FEMA-State Agreement (located in FloridaPA.org on the main Disaster Summary Page

under "documents"), and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA.

iii. **FEMA - State Agreement:** is the agreement executed October 12, 2016, and amended from time to time, between the FEMA and the State of Florida, for a presidential major disaster declaration designated FEMA-4283-DR-FL.

iv. **Large Project Threshold:** When the approved estimate of eligible costs for an individual project under this major disaster is $123,100^{00} or greater, it is a Large Project.

v. **P.2. package:** is the formal notification used for all versions of a Project Worksheet with a change in the funding amount.

vi. **Project Worksheet (Subgrant Application):** is the primary form used to document the location, damage description and dimensions, scope of work, Special Considerations, and cost estimates for each small or large project. It is the basis for the grant.

vii. **Reasonable:** for purposes of access to records, is construed according to the circumstances, but ordinarily means during the normal business hours of 8:00 a.m. to 5:00 p.m., local time, on any Monday through Friday that is not a state or federal holiday.

viii. **Zero (0) Dollar Notification Letter:** is the notification for projects where there are scope changes, improved or alternate projects, ineligible cost or a zero (0) dollar variance closeout.

2) AGREEMENT TO BE BOUND.

a. The parties enter into this Agreement intending to be bound by same.

b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, by the FEMA - State Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA. The Subgrantee/Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachment "A" and incorporated herein by reference.

3) FUNDING.

a. The federal share of the eligible costs specified in the Project Worksheets under this Agreement is seventy-five percent (75%) of such costs, unless a higher percentage is approved. The non-federal share is the remaining amount.

b. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share.

c. The Subgrantee/Subrecipient acknowledges that the Grantee's/Recipient's obligation to pay under this Agreement is contingent upon an appropriation by the

State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

d. Disbursement must be consistent with section 252.37, Florida Statutes. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206.228 and do not require matching funds may also be funded by FEMA.

e. Subject to an advance payment of funds by the Grantee/Recipient to the Subgrantee/Subrecipient, the Grantee/Recipient will provide funds on a cost reimbursement basis to the Subgrantee/Subrecipient for eligible activities approved by the Grantee/Recipient and FEMA, as specified in the approved Subgrantee/Subrecipient Project Worksheets.

f. The Grantee/Recipient may provide some portion of any nonfederal share for some Subgrantees/Subrecipients. As a condition of receipt of the federal funding, the Subgrantee/Subrecipient agrees to provide any nonfederal share not paid by the Grantee/Recipient. The federal allowable costs must be determined as per 2 C.F.R. and 44 C.F.R. §§ 13 and 206.

g. The approved Project Worksheets will be transmitted to the Subgrantee/ Subrecipient, and must state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement.

h. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. **These actions will be denoted in the final version of the obligated project worksheet for each project.**

i. The approved Project Worksheets will document the total eligible costs and the total federal share of those costs.

j. As a condition of funding under this Agreement, the Subgrantee/Subrecipient agrees that the Grantee/Recipient may withhold funds otherwise payable to the Subgrantee/Subrecipient from any disbursement to the Grantee/Recipient, by FEMA or any other source, upon a determination by the Grantee/Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subgrantee/Subrecipient pursuant to this Agreement or any other funding agreement administered by the Grantee/Recipient.

k. The Subgrantee/Subrecipient understands and agrees that the Grantee/Recipient may offset any funds due and payable to the Subgrantee/Subrecipient until the debt to the State is satisfied. In such event, the Grantee/Recipient will notify the Subgrantee/Subrecipient via the entry of notes in FloridaPA.org.

4) INSURANCE.

a. The Subgrantee/Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subgrantee/ Subrecipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

b. As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subgrantee/Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Grantee/Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}.

c. In addition to the preceding requirements, the Subgrantee/Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Subgrantee/Subrecipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Act further states "If the requirement to purchase insurance is not met, FEMA will not provide assistance for damages sustained in the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

d. The Subgrantee/Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

e. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subgrantee/Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

f. The Subgrantee/Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

5) DUPLICATION OF BENEFITS PROHIBITED.

a. The Subgrantee/Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subgrantee/Subrecipient receive any other duplicate benefits from any source whatsoever.

b. The Subgrantee/Subrecipient agrees to reimburse the Grantee/Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subgrantee/Subrecipient has received payment from the Grantee/Recipient.

c. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of,

applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Grantee/Recipient determines the Subgrantee/Subrecipient has received duplicate benefits, the Subgrantee/Subrecipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subgrantee/Subrecipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

a. The Subgrantee/Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee/Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

b. If applicable, the contract documents for any project undertaken by the Subgrantee/Subrecipient, and any land use permitted by or engaged in by the Subgrantee/Subrecipient, must be consistent with the local government comprehensive plan.

c. The Subgrantee/Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

d. The Subgrantee/Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

7) DOCUMENTATION AND INSPECTIONS.

a. The Subgrantee/Subrecipient must create and maintain documentation of work performed and costs incurred on each project site identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Grantee/Recipient determines the Subgrantee/Subrecipient has failed to create and maintain such documentation, the Grantee/Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subgrantee/Subrecipient must, within sixty (60) days of receipt of Notice by the Grantee/Recipient, reimburse the Grantee/ Recipient for all payments disbursed to the Subgrantee/Subrecipient, together with any and all accrued interest.

    i. Failure of the Grantee/Recipient to terminate funding when a Subgrantee's/ Subrecipient's breach is discovered does not act as a waiver of the Grantee's/Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.

b. For all projects, the Subgrantee/Subrecipient must state on the "Project Completion and Certification Report" that all work was performed in accordance with this

Agreement and the requirements in each Project Worksheet, and must state the date of completion.

c. For Small Projects, the Subgrantee/Subrecipient must notify the State when work is complete and must upload photographs clearly demonstrating completion of the work to the Subgrantee/Subrecipient's FloridaPA.org account.

d. For Large Projects the Subgrantee/Subrecipient must submit a Request for Close-out on FloridaPA.org, and include.

    i. a Request for Reimbursement (if funds are owed to the Subgrantee/ Subrecipient); and

    ii. a Summary of Documentation which is automatically created when the request for closeout is submitted on FloridaPA.org.

e. To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Grantee/Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

f. Interim Inspections may be requested by the Subgrantee/Subrecipient, on both small and large projects, to:

    i. conduct insurance reconciliations;

    ii. review an alternate scope of work;

    iii. review an improved scope of work; and/or

    iv. validate scope of work and/or cost.

g. Interim Inspections may be scheduled and submitted by the Grantee/Recipient as a request in FloridaPA.org under the following conditions:

    i. a quarterly report has not been updated between quarters;

    ii. the Subgrantee/Subrecipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

    iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or

    iv. there are issues or concerns identified by the Grantee/Recipient that may impact funding under this agreement

h. The Subgrantee/Subrecipient must submit a request Large Project closeout in FloridaPA.org no later than sixty (60) days after the project's completion.

    i. The Grantee/Recipient will use its authority to submit a request for project closeout if the Subgrantee/Subrecipient has identified the project to be complete but has failed to submit the request for closeout.

8) PAYMENT.

a. The Grantee/Recipient agrees to disburse the eligible costs to the Subgrantee/ Subrecipient in accordance with the following procedures:

i. **Funding for Small Projects:** Small project funding will be based on estimated costs, only if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. Revisions to the initial Project Worksheet may be required if there are omissions or changes in the scope of work. (Revisions to the Project Worksheets may result in changes in funding level and/or category.) Payment methods are fully described in FEMA's Public Assistance Program and Policy Guide (January 2016). A request to increase cost on small projects is only allowed under a request for a Net Small Project Overrun. A Small Project Netting will require the inspection of *all* small projects to ensure that both the scope of work was completed and that all combined funds were expended.

   1. The Grantee/Recipient agrees to disburse the federal and nonfederal shares of the eligible costs for Small Projects to the Subgrantee/Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its obligation of the pertinent Small Project Worksheet.

ii. **Funding for Large Projects:** Although Large project funding must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subgrantee/Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.

   1. The Grantee/Recipient agrees to reimburse the Subgrantee/ Subrecipient for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Large Project Worksheet and submission of a Request for Reimbursement (RFR) by the Subgrantee/Subrecipient. The submission from the Subgrantee/Subrecipient requesting this reimbursement must include:

      a) a Request for Reimbursement (available in FloridaPA.org);

      b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and

      c) the FEMA Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

b. Once the work is completed, the Grantee/Recipient and the Subgrantee/Subrecipient will conduct a final inspection to determine if the payments to the Subgrantee/Subrecipient were proper, if it is owed additional monies, or if it must submit repayment to the State for overpayment.

c. In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.

d. The amount which may be advanced may not exceed the expected cash needs of the Subgrantee/Subrecipient for the first three (3) months of the contract term, not to exceed the Federal share.

e. Advances.

   i. Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph "3) Funding," above, these payments are not bound by Section 216.181(16), Florida Statutes.

      1. The Grantee/Recipient must request a waiver from the State Comptroller each Fiscal year.

      2. For a federally funded contract, any advance payment is also subject to 2 C.F.R., federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

      3. All advances must be held in an interest-bearing account with the interest being remitted to the Grantee/Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

      4. In order to prepare a Request for Advance (RFA) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subgrantee/Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

      5. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

      6. The Subgrantee/Subrecipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

      7. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

8. The Grantee/Recipient may advance funds to the Subgrantee/ Subrecipient, not exceeding the Federal share, only if the Subgrantee/Subrecipient meets the following conditions:

    a) the Subgrantee/Subrecipient must certify to the Grantee/ Recipient that Subgrantee/Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

    b) the Subgrantee/Subrecipient must submit to the Grantee/ Recipient the budget supporting the request.

9. The Subgrantee/Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than 90 days after receipt of the Advance;

10. The Grantee/Recipient may, in its sole discretion, withhold a portion of the federal and/or nonfederal share of funding under this Agreement from the Subgrantee/Subrecipient if the Grantee/ Recipient reasonably expects that the Subgrantee/Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subgrantee/ Subrecipient was improper.

9) FINAL PAYMENT.

a. The Grantee/Recipient agrees to disburse the final payment to the Subgrantee/ Subrecipient upon satisfaction of the following conditions:

    i. the Subgrantee/Subrecipient must have completed the project to the satisfaction of the Grantee/Recipient;

    ii. the Subgrantee/Subrecipient must have submitted the documentation required by this Agreement;

    iii. in the case of Large Projects, the Grantee/Recipient must have performed the final inspection;

    iv. in the case of Small Projects, the project listing and certification must have been reviewed by the Grantee/Recipient, or alternatively, the Grantee/ Recipient must have performed a final inspection (the subgrantee notifies the state when work is complete on small projects, small projects are considered closed when the P.4. has been processed and FEMA has closed the subgrantee Grant); and

    v. the Subgrantee/Subrecipient must have requested final reimbursement.

b. The Grantee/Recipient may submit the final Request for Reimbursement (RFR) based on final inspections and closeout versions.

10) RECORDS MAINTENANCE.

a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:

   i. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 C.F.R. and 44 C.F.R. § 13, as amended;

   ii. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended;

   iii. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended;

   iv. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended; and

   v. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.

b. The Subgrantee/Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subgrantee/Subrecipient account closeout by FEMA.

   i. The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Records for the disposition of non-expendable personal property valued at $5,000^{00}$ or more at the time it is acquired must be retained for five (5) years after final account close out.

d. Records relating to the acquisition of real property must be retained for five (5) years after final account close out.

e. The Subgrantee/Subrecipient and its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Grantee/Recipient, the Florida Chief Financial Officer, the Florida Auditor General, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

11) REPAYMENT BY SUBGRANTEE/SUBRECIPIENT.

a. If upon final inspection, final audit, or other review by the Grantee/Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subgrantee/Subrecipient under this Agreement exceed the eligible costs, the Subgrantee/Subrecipient must reimburse to the Grantee/Recipient the amount by which the total disbursements exceed the eligible costs no later than forty-five (45)

days from the date the Subgrantee/Subrecipient receives notice of such determination.

b. All refunds or repayments owing to the Grantee/Recipient under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to:

Cashier, Division of Emergency Management,
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100.

c. In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee/Recipient for collection, Recipient must pay the Grantee/Recipient a service fee of $15^{00} or 5% of the face amount of the returned check or draft, whichever is greater.

12) AUDIT

a. The Subgrantee/Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subgrantee/Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subgrantee's/Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subgrantee/Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subgrantee/Subrecipient of such noncompliance.

e. The Subgrantee/Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subgrantee's/Subrecipient's fiscal year.

f. The Subgrantee/Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subgrantee/Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Subgrantee/Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Subgrantee/Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

13) NONDISCRIMINATION BY CONTRACTORS.

a. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subgrantee/ Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subgrantee/ Subrecipient is also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

14) MODIFICATION AND TIME FOR PERFORMANCE.

a. Any amendments to, or modification of, this Agreement, including a modification extending the time for completion of a project, must be in writing, must be subject to the same terms and conditions as those set out in the initial Agreement, and takes effect only upon execution by both parties.

b. Modifications to any Project Worksheet to be funded under this Agreement may be requested by the Subgrantee/Subrecipient through the Grantee/Recipient. The approval of any such modifications, however, is at the sole discretion of FEMA.

c. Any approved modification to a Project Worksheet must be noted in a new Project Worksheet version for the project and in any amendment to this Agreement.

d. The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.

e. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.

f. The time for project completion can only be extended once unless the failure of the Subgrantee/Subrecipient to close out the project is caused by events beyond its

control. Extensions cannot be granted for delays caused by lack of cost-share funding.

g. If any extension request is denied by the Grantee/Recipient, or is not sought by the Subgrantee/Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension for completed projects.

h. Failure to complete a project is adequate cause for the termination of funding for that project and require reimbursement to the Grantee/Recipient of any and all project costs.

15) CONTRACTS WITH OTHERS.

a. If the Subgrantee/Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subgrantee/Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Grantee/Recipient, its employees and/or their contractors, and the Subgrantee/Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

b. The Subgrantee/Subrecipient must document in the Quarterly Report the subcontractor's progress in performing its work under this Agreement.

c. For each subcontract, the Subgrantee/Subrecipient must provide a written statement to the Grantee/Recipient as to whether the subcontractor is a minority vendor as defined in section 288.703, Florida Statutes. Copies of all contracts and subcontracts must be uploaded into FloridaPA.org by the Subgrantee/Subrecipient.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II.

    i. Grace Period. Notwithstanding the preceding, a Non-Federal Entity (NFE), may choose to continue to comply with the former procurement standards applicable to FEMA awards found at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of two additional fiscal years after December 26, 2014. This is an elective grace period. Note that if an NFE elects to use the previous procurement standards, it must affirmatively document this decision in its internal procurement policies, including the date upon which its grace period (based upon the two additional fiscal years) will end, and that it understand and agrees it must transition to the new procurement standards.

16) LIABILITY.

a. The Grantee/Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee/Subrecipient is a governmental entity covered under section 768.28 (5), Florida Statutes, the Subgrantee/Subrecipient is solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Further, unless the Subgrantee/

Subrecipient is a governmental entity within the meaning of the preceding sentence, the Subgrantee/Subrecipient, by entering into this Agreement, agrees to indemnify and hold the Grantee/Recipient harmless from any and all claims asserted by third parties in connection with the performance of this Agreement.

b. For the purpose of this Agreement, the Grantee/Recipient and the Subgrantee/ Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.

c. Nothing in this Agreement is to be construed as a waiver by the Grantee/Recipient or the Subgrantee/Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.

d. The Subgrantee/Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.

e. The Subgrantee/Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.

17) REPORTS.

a. The Subgrantee/Subrecipient must provide Quarterly Reports to the Grantee/ Recipient on the Quarterly Report Form available in FloridaPA.org, a sample of which is attached hereto as Attachment "B" and incorporated herein by reference.

b. The first Quarterly Report is due at such time as the Subgrantee/Subrecipient is notified so. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA. Quarterly Reports must indicate the anticipated completion date (this is not the approved time extension date but the date the Subgrantee/Subrecipient actually expects the project work to be complete for each project), together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement.

c. Interim inspections must be scheduled by the Subgrantee/Subrecipient before the final inspection, and may be required by the Grantee/Recipient based on information supplied in the Quarterly Reports.

d. The Grantee/Recipient may require additional reports as needed, in which case the Subgrantee/Subrecipient must provide any such additional reports as soon as practicable.

e. With respect to a Request for Advance or Reimbursement, Summary of Documentation, and Quarterly Reports, the contact for the Grantee/Recipient will be the State Public Assistance Officer.

f. If the reports required under this section are not completed with all required information and timely submitted, the Grantee/Recipient must withhold payments payable to the Subgrantee/Subrecipient from any funding agreement.

g. If reimbursement has not been requested within 720 days of obligation, FEMA may de-obligate funding as an interim financial reconciliation. If this occurs, the delay in funding is not appealable and the Subgrantee/Subrecipient will be eligible for funding when the project is complete and the final inspection has been processed by FEMA.

18) MONITORING.

a. The Subgrantee/Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.

b. In addition to reviews of audits conducted in accordance with 2 C.F.R. and OMB Circular A-133, as revised, and section 215.97, Florida Statutes, monitoring procedures may include, but are not limited to, on-site visits by the Grantee/Recipient or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures deemed necessary by the Grantee/Recipient or FEMA. By entering into this Agreement, the Subgrantee/Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee/ Recipient. In the event that the Grantee/Recipient determines that a limited scope audit of the Subgrantee/Subrecipient is appropriate, the Subgrantee/Subrecipient agrees to comply with any additional instructions provided by the Grantee/ Recipient regarding such audit.

c. The Subgrantee/Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General.

d. The Grantee/Recipient will monitor the performance and financial management by the Subgrantee/Subrecipient throughout the contract term to ensure timely completion of all tasks.

e. The Subgrantee/Subrecipient must update its contacts in FloridaPA.org each quarter and ensure requests for updates are submitted as required by Florida Statutes.

19) MANDATED CONDITIONS.

a. The Subgrantee/Subrecipient understands and agrees that:

   i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.

   ii. The Grantee/Recipient may unilaterally terminate this Agreement for refusal by the Subgrantee/Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, that are made or received by the Subgrantee/Subrecipient or its contractors and subcontractors in connection with this Agreement.

iii. No funds or other resources received from the Grantee/Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

iv. Responsibility for compliance with this Agreement rests with the Subgrantee/Subrecipient, and further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subgrantee/Subrecipient Agreements.

v. If otherwise allowed under this Agreement, all invoices for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes.

vi. The Grantee/Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, in violation of the employment provisions contained in 8 U.S.C. § 1324a(e) [§ 74A(e) of the Immigration and Nationality Act ("INA")] and the Grantee/ Recipient considers the employment of unauthorized aliens by any contractor a violation of § 274A(e) of the INA. Such violation by the Subgrantee/Subrecipient is grounds for unilateral cancellation of this Agreement by the Grantee/Recipient.

vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.

viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

20) CERTIFICATIONS.

a. The Subgrantee/Subrecipient certifies that:

i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.

ii. The individual executing this Agreement on Subgrantee's/Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subgrantee/Subrecipient to its terms.

iii. With respect to any Subgrantee/Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, 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 covered transactions by any federal department or agency;
2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or

b) 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.

b. The Subgrantee/Subrecipient certifies that to the best of its knowledge and belief:

i. No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee/Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

1. Subgrantee/Subrecipient understands that 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 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 Subgrantee/Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.

c. The Subgrantee/Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers

(including subcontracts, sub grants, contracts under grants, loans, and cooperative agreements) and that all Subgrantees/Subrecipients must certify and disclose accordingly. The Subgrantee/Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

i. Subgrantee/Subrecipient further understands that 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 is subject to a civil penalty of not less than $10,000^{00}$ and not more than $100,000^{00}$ for each such failure.

d. Where the Subgrantee/Subrecipient is unable to certify to any of the statements in this certification, the Subgrantee/Subrecipient understands it must submit to the Grantee/Recipient (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which the Subgrantee/Subrecipient intends to fund under this Agreement. (See Attachment "C".) Such form must be received by the Grantee/ Recipient prior to the Subgrantee/Subrecipient entering into a contract with any prospective subcontractor.

21) TERM.

a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.

i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.

b. The Subgrantee/Subrecipient agrees to commence work on the project(s) specified by this Agreement without delay.

22) DEFAULT, REMEDIES, AND TERMINATION.

a. Upon the occurrence of any one or more of the following events the Grantee/ Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Grantee/Recipient to disburse further funds under this Agreement terminate at the option of the Grantee/Recipient:

i. The determination that any representation by the Subgrantee/ Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subgrantee/Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subgrantee/Subrecipient is unable or unwilling to meet its obligations under this Agreement;

ii. the Subgrantee/Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Grantee/Recipient, if Subgrantee/Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Grantee/Recipient;

iii. any reports required by this Agreement have not been submitted to the Grantee/Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or

iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress, or Office of Management and Budget.

b. Notwithstanding the preceding, the Grantee/Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.

c. Upon the occurrence of any one or more of the foregoing events, the Grantee/Recipient may at its option give notice in writing to the Subgrantee/ Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subgrantee/Subrecipient to cure, the Grantee/ Recipient may exercise any one or more of the following remedies:

i. terminate this Agreement upon not less than fifteen (15) days' notice of such termination after delivery by certified letter to the Subgrantee/ Subrecipient at the address specified in Attachment "D" of this Agreement;

ii. commence an action in law or in equity for the judicial enforcement of this Agreement;

iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subgrantee/Subrecipient pursuant this Agreement; and

iv. take any other actions that may otherwise be available in law or in equity.

d. Upon the rescission, suspension or termination of this Agreement, the Subgrantee/ Subrecipient must refund to the Grantee/Recipient all funds disbursed to the Subgrantee/Subrecipient under this Agreement.

e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Grantee/Recipient does not relieve the Subgrantee/Subrecipient of liability to the Grantee/Recipient for the restitution of funds advanced to Subgrantee/Subrecipient under this Agreement, and the Grantee/ Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subgrantee/Subrecipient under this Agreement until such time as the exact amount of restitution due the Grantee/Recipient from the Subgrantee/Subrecipient is determined. In the event that FEMA should de-obligate funds formerly allowed under this Agreement, the Subgrantee/Subrecipient must immediately repay such funds to the Grantee/Recipient. Any de-obligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.

f. If the Subgrantee/Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee/Recipient must withhold any disbursement otherwise due the Subgrantee/Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the

violation is not cured, the Grantee/Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

i. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee/Subrecipient in this Agreement, in any subsequent submission or response to the Grantee/Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Grantee/Recipient and with fifteen (15) days written notice to the Subgrantee/Subrecipient, cause the termination of this Agreement and the release of the Grantee/Recipient from all its obligations to the Subgrantee/ Subrecipient.

23) ATTACHMENTS.

a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.

c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Grantee/Recipient as necessary or posted on the Grantee's/ Recipient's website at www.FloridaPA.org.

24) HEADINGS.

a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

a. This contract is governed by, and must be construed in accordance with, the laws of the State of Florida, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Florida.

b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Grantee/Recipient or the Subgrantee/Subrecipient, relating to or arising out of this contract must be brought in Leon County, Florida and venue will lie therein.

26) ATTORNEY FEES.

a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES.

a. Should the Subgrantee/Subrecipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Subgrantee/Subrecipient prior to the payment of such funds by the State as the Grantee/Recipient.

b. Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

28) DESIGNATION OF AGENT.

a. The Subgrantee/Subrecipient must complete Attachment "D" by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subgrantee/ Subrecipient.

b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

c. In the event the Subgrantee/Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subgrantee's/ Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

29) NOTICE AND CONTACT.

a. All notices required to be made to the Grantee/Recipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Grantee/Recipient at the following addresses:

Evan Rosenberg, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: evan.rosenberg@em.myflorida.com.

b. All notices required to be made to the Subgrantee/Subrecipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Subgrantee/Subrecipient at the address indicated in Attachment "D" which the Subgrantee/Subrecipient must complete and submit with this Agreement.

30) FEDERALLY FUNDED SUBAWARD

a. This Agreement and the Project Worksheet (FEMA Form 90-91) combine to form a Federally Funded Subaward and Grant Agreement.

b. The parties agree that the Federally Funded Subaward and Grant Agreement formed as described above should comply with the requirements of Section 215.971, Florida Statutes.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
HURRICANE MATTHEW DECLARATION
(FEMA-4283-DR-FL)

Federally Funded Public Assistance State Agreement

IN WITNESS WHEREOF, the Grantee/Recipient and the Subgrantee/Subrecipient have executed this Agreement:

FOR THE GRANTEE/RECIPIENT:
DIVISION OF EMERGENCY MANAGEMENT

_____
Governor's Authorized Representative Date

FOR THE SUBGRANTEE/SUBRECIPIENT:

_____
Printed Name and Title

_____
Signature Date

DUNS Number: _____.

Federal Employer Identification Number (FEIN): _____.

or

State Agency FLAIR Number: _____.

CFDA Number:	**97.036**.
Federal Fund Number	**20 2 750001**.
State Fund Number	**20 2 339047**.

Attachments:
A) Statement of Assurances
B) Example of Public Assistance Quarterly Report
C) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
D) Designation of Authority with Instructions
E) DHS OIG Audit Issues & Acknowledgement
F) Justification for Advance Payment

Statement of Assurances

1) The Subgrantee/Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee/Subrecipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's/Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee/Subrecipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Subgrantee/Subrecipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet federal, State, and local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and

   ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. create and make available documentation sufficient to demonstrate that the Subgrantee/Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

   ii. return the property to its natural state as though no improvements had been contained thereon;

   iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subgrantee's/Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

   iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. provide supervision over contractors or employees employed by the Subgrantee/ Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. leave the demolished site clean, level, and free of debris;

   vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. obtain all required permits;

   ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

   x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;

   xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and

   xii. provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subgrantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000^{00} or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Subgrantee/Subrecipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subgrantees/ Subrecipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subgrantees/Subrecipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subgrantee/Subrecipient, this assurance shall obligate the Subgrantee/Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

    i. The Clean Air Act of 1955, as amended;

    ii. The Clean Water Act of 1977, as amended;

    iii. The Endangered Species Act of 1973;

    iv. The Intergovernmental Personnel Act of 1970;

v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

vii. The Fish and Wildlife Coordination Act of 1958;

viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/ termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

ii. EO 11514 (NEPA).

iii. EO 11738 (violating facilities).

iv. EO 11988 (Floodplain Management).

v. EO 11990 (Wetlands).

vi. EO 12898 (Environmental Justice).

5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subgrantee/Subrecipient by FEMA. The Subgrantee/Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee/Subrecipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUBRECIPIENT:

_____

Signature

_____

Printed Name and Title Date

Public Assistance Quarterly Report
Available for Each Subgrantee/Subrecipient on www.FloridaPA.org

Quarterly Report

This form is to report the progress of projects on a quarterly basis. The quarter end dates are December 31, March 31, June 30, September 30 and this form is due within 15 days of each end date. Selecting a project from the 'Select Project' list will populate the form below. Reporting has been completed on projects that are grayed-out in the 'Select Project' list.

Select Project:

Filter this list for projects that are not 100% complete.

Type:	Category G / Size L	View Project
Eligible Obligated:	$99,154.00	
Work Deadline:	Dec 31, 2007	

General

	This Quarter	Previous Quarter
Anticipated Final Amount:	$97,154.00	$97,154.00
Expended To Date:	$99,440.00	$9,440.00
Work Percent Complete:	100.0%	100.0%
Estimated Completion Date:	Sep 30, 2007	Sep 30, 2007

Projected Funds to be Requested for Reimbursement

Estimate for FY2012-Q4: July-Sep:	$0.00	$0.00
Estimate for FY2013-Q1: Oct-Dec:	$0.00	$0.00
Estimate for FY2013:	$0.00	$0.00
Estimate for FY2014:	$0.00	$0.00
Estimate for FY2015:	$0.00	$0.00
Estimate for FY2016:	$0.00	$0.00

Status

Work Status:

Work Complete - Closeout Not Yet Requested

Work Complete - Closeout Not Yet Requested reported in previous quarter

Cost Status:

<Choose One>

Nothing reported in previous quarter

Comments:

Please provide any important information regarding the progress of this project

Did you know...

- If the Estimated Completion Date is greater than the Work Deadline, a Request for Time Extension may be required.
  Submit Time Extension
- If this project is 100% complete a Request for Project Closeout is required.
  Submit Project Closeout

Attachment "B"

ATTACHMENT D

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name **Gregory J. Oravec**	Agent's Name **Charlie Proulx**
Signature	Signature Charlie Proulx
Organization / Official Position **Mayor**	Organization / Official Position **Senior Accountant**
Mailing Address **121 SW Port St. Lucie Blvd**	Mailing Address **121 SW Port St. Lucie Blvd**
City, State, Zip **Port St. Lucie, FL, 34984**	City, State, Zip **Port St. Lucie, FL, 34984**
Daytime Telephone **772-871-5204**	Daytime Telephone **772-871-5201**
E-mail Address **mayor@cityofpsl.com**	E-mail Address **cproulx@cityofpsl.com**
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name **Joseph Mercurio**	Official's Name **Jaimee Campbell**
Signature Mercurio	Signature Jaimee Campbell
Organization / Official Position **Project Manager/Emergency Mgmt**	Organization / Official Position **Financial Specialist**
Mailing Address **121 SW Port St. Lucie Blvd**	Mailing Address **121 SW Port St. Lucie Blvd**
City, State, Zip **Port St. Lucie, FL, 34984**	City, State, Zip **Port St. Lucie, FL, 34984**
Daytime Telephone **772-871-5175**	Daytime Telephone **772-871-5193**
E-mail Address **jmercurio@cityofpsl.com**	E-mail Address **jcampbell@cityofpsl.com**
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historical** (Full Access)
Agent's Name **Renee Major**	Agent's Name **Charlie Proulx**
Signature Renee Major	Signature Charlie Proulx
Organization / Official Position **Risk Management Director**	Organization / Official Position **Senior Accountant**
Mailing Address **121 SW Port St. Lucie Blvd**	Mailing Address **121 SW Port St. Lucie Blvd**
City, State, Zip **City of Port St. Lucie, FL, 34984**	City, State, Zip **Port St. Lucie, FL, 34984**
Daytime Telephone **772-871-5209**	Daytime Telephone **772-871-5201**
E-mail Address **reneem@cityofpsl.com**	E-mail Address **cproulx@cityofpsl.com**

The above Primary and Alternate Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional authorized contacts may be placed on page 2 of this document for full or read only access by the above authorized Agents.

Sub-Grantee's Fiscal Year (FY) Start: **Month:** **October** **Day:** 1st

Sub-Grantee's Federal Employer's Identification Number (EIN) **59 - 6141662**

Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Sub-Grantee's: FIPS Number (If Known) - -

PLEASE NOTE: The names on this form will effect contacts that have been placed on previous Grants. All Grants will be updated to the contacts on this form. Each quarter we will require this form to be updated along with the Quarterly Report in an effort to maintain efficient communication and keep up with staff turnover.

ATTACHMENT D

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name **Christina Daigle**	Agent's Name
Signature Christina Daigle	Signature
Organization / Official Position **Special Projects Coordinator**	Organization / Official Position
Mailing Address **121 SW Port St. Lucie Blvd**	Mailing Address
City, State, Zip **Port St. Lucie, FL, 34984**	City, State, Zip
Daytime Telephone **772-871-7340**	Daytime Telephone
E-mail Address **cdaigle@cityofpsl.com**	E-mail Address

Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

PLEASE NOTE: The names on this form will effect contacts that have been placed on previous Grants. All Grants will be updated to the contacts on this form. Each quarter we will require this form to be updated along with the Quarterly Report, in an effort to maintain efficient communication and keep up with staff turnover.

Sub-Grantee Authorized Agent Signature:

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subgrantee's/Subrecipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if *all* authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historical). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DHS OIG AUDIT ISSUES & ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Subgrantees/Subrecipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

FOR _____ BY _____

Subgrantee/Subrecipient Signature

_____ _____

Date Printed Name and Title

Attachment "E"

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7J
Meeting Date: **January 9, 2017**

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

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

Agenda Item: Motion: Starbucks (Brescia) – Minor Site Plan Application (P16-184)

Submittal Date: 12/21/2016

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

BACKGROUND: The construction of a 2,118 square foot one-story Starbucks coffee shop with a drive-through facility. To help alleviate the potential impacts to the surrounding residential neighborhood, a six foot high architectural wall will be built from the driveway on Kenwick Avenue to the western property line (Please see attached site and landscape plans). This architectural wall will set back approximately 20 feet to tie in with the northern most dumpster wall, as well as to provide native vegetation on both sides of the wall to help buffer the site.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

SITE PLAN REVIEW COMMITTEE: The Site Plan Review Committee unanimously recommended approval of this minor site plan on December 14, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: The property is located northwest corner of Gatlin Boulevard and Brescia Street.

ATTACHMENTS: Staff report, and recommendation.

PT/JF

RECEIVED
DEC 27 2016
CITY MANAGER'S OFFICE

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

TO: **CITY COUNCIL – MEETING OF JANUARY 9, 2017**

FROM: **JOHN FINIZIO, PLANNER**

RE: **STARBUCKS (BRESCIA)**
MINOR SITE PLAN APPLICATION
PROJECT NO. P16-184

DATE: **DECEMBER 20, 2016**

PROPOSED PROJECT: The construction of a 2,118 square foot one-story Starbucks coffee shop with a drive-through facility.

APPLICANT: Interplan, LLC. The authorization letter is attached to the staff report.

OWNER: Equitas Management Group, LLC – Starbucks Coffee.

LOCATION: The property is located northwest corner of Gatlin Boulevard and Brescia Street.

LEGAL DESCRIPTION: Port St. Lucie Section 35, Block 1732, Lots 12 through 19.

SIZE: 1.36 acres, or 59,532 square feet.

EXISTING ZONING: Highway Commercial (CH).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	OSC	OSC	Vacant
S	CH	PUD	Existing commercial center
E	U	I	Vacant
W	OSR	RS-2	Vacant

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: Sewer/water will be provided by the Port St. Lucie Utility Systems Department. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: Staff review indicates that this project will generate approximately 1,735 daily vehicle trips, 238 a.m. Peak Hour Trips, and 77 p.m. Peak Hour Trips (ITE Trip Generation Manual, 8th Edition; Land Use Codes 937 (Coffee/Donut Shop with Drive-Through Window)), on the roadways adjacent to this project (Kenwick Avenue, Brescia Street, and Gatlin Boulevard).

To help alleviate some of these vehicle trips, the applicant will be providing off-site improvements on the Brescia Street right-of-way. These improvements include: adding an additional right turn lane onto Gatlin Boulevard (for a total of two), as well adding a left turn lane onto Kenwick Avenue. All these off-site improvements are shown on the site plan.

In addition, to improve pedestrian connectivity, a sidewalk is being provided on the west side of Brescia Street from Gatlin Boulevard north to Elwood Avenue. A sidewalk is also being provided on the south side of Kenwick Avenue from Brescia Street west to the site's western property line. These sidewalks are shown on the attached site plan.

Parks/Open Space: Not applicable as this is a commercial project.

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

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

Public School Concurrency Analysis: Not applicable as this is a commercial project.

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 coffee shop/restaurant which is a permitted use in the Highway Commercial Zoning District.

Building Height: The proposed height of the building is 28 feet. The maximum height allowed in the Highway Commercial Zoning District is 50 feet.

Setbacks: The proposed setbacks shown on the site plan are in accordance with the required setbacks of the Highway Commercial Zoning District.
Parking: The site is required to have 30 parking spaces and 28 are being provided. A reduction of two (2) parking spaces was granted for the preservation of existing trees, as permitted per §154.16 (F).

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:

Native Habitat/Tree Protection: This site is currently undeveloped, and contains upland habitat; however it is less than two acres and therefore is not governed by §157.39 Required Preservation of Habitat due to its size. That being said, the site is required to adhere to the City's Tree Protection and Preservation section of the Landscape Code as outlined in §§154.16 through 154.18. As noted on the attached landscape plan; 458 caliper inches of pines trees are being preserved on site, while 312 caliper inches are being removed therefore no mitigation will be required for this project.

Wildlife Protection: The applicant has retained EW Consultants, Inc. to survey the site for gopher tortoises, no clearing plan will be issued for this property until this survey is complete and any gopher tortoises are relocated as required by statues.

OTHER:

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

Public Art: This project is considered a minor site plan and complies with the Citywide Design Standards. Therefore it is not required to comply with the public art requirements.

Other Issues: Approval of this project is conditioned upon payment of all applicable impact fees, as provided in the Port St. Lucie Road, Park and Recreation, Public

Buildings and Law Enforcement Impact Fee Ordinances. Please note that additional impact fees may be due to St. Lucie County.

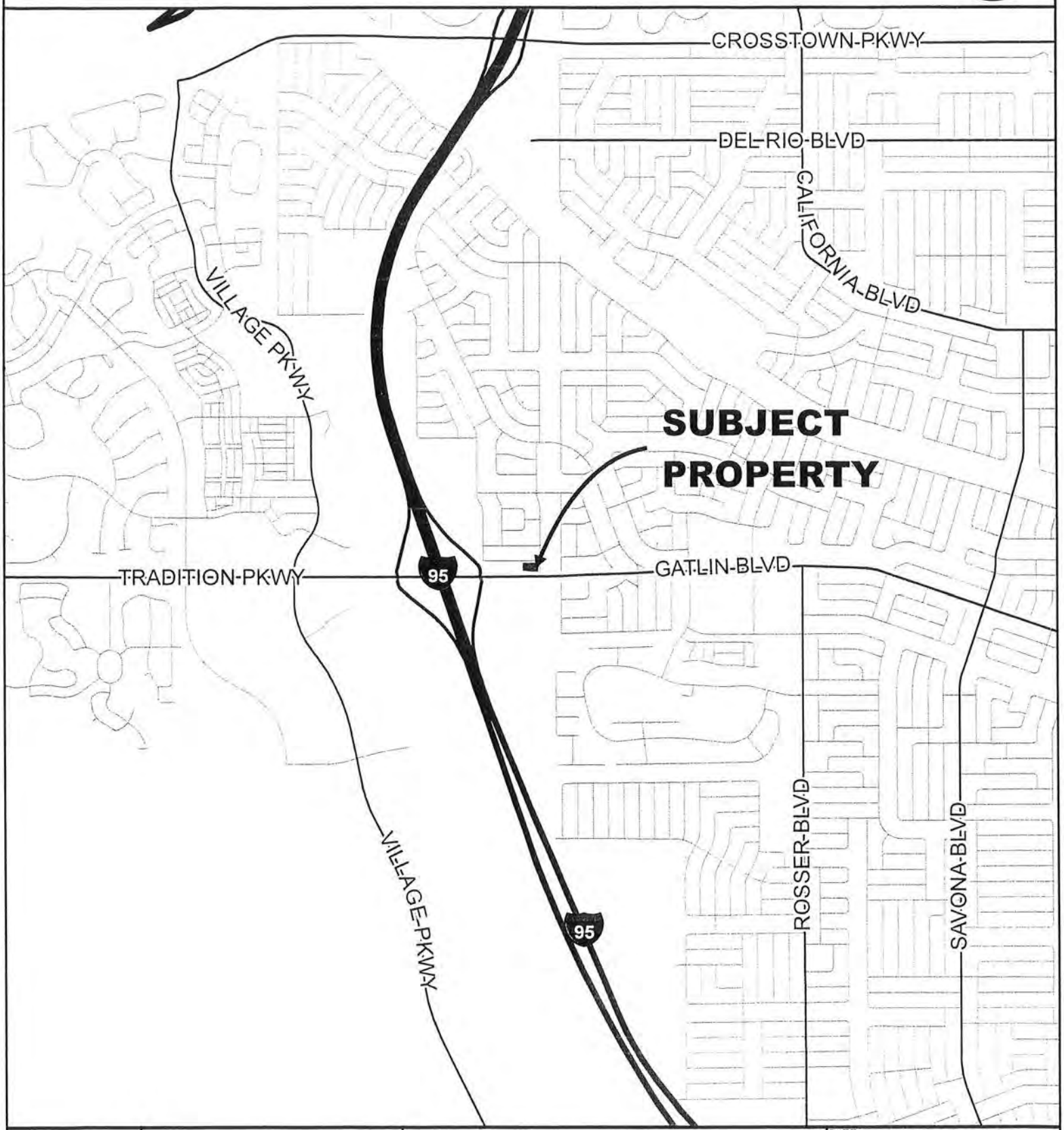
RELATED PROJECTS:

P16-183 Equitas/Starbucks Landscape Modification/Wall. This application was to waive the requirements of the architectural wall, which was required to be located along the northern and western property lines. City Council, on December 12, 2016, required that the wall shall be constructed but along the north property line from the driveway to the western property line. The plans have been amended to reflect this requirement.

STAFF RECOMMENDATION:

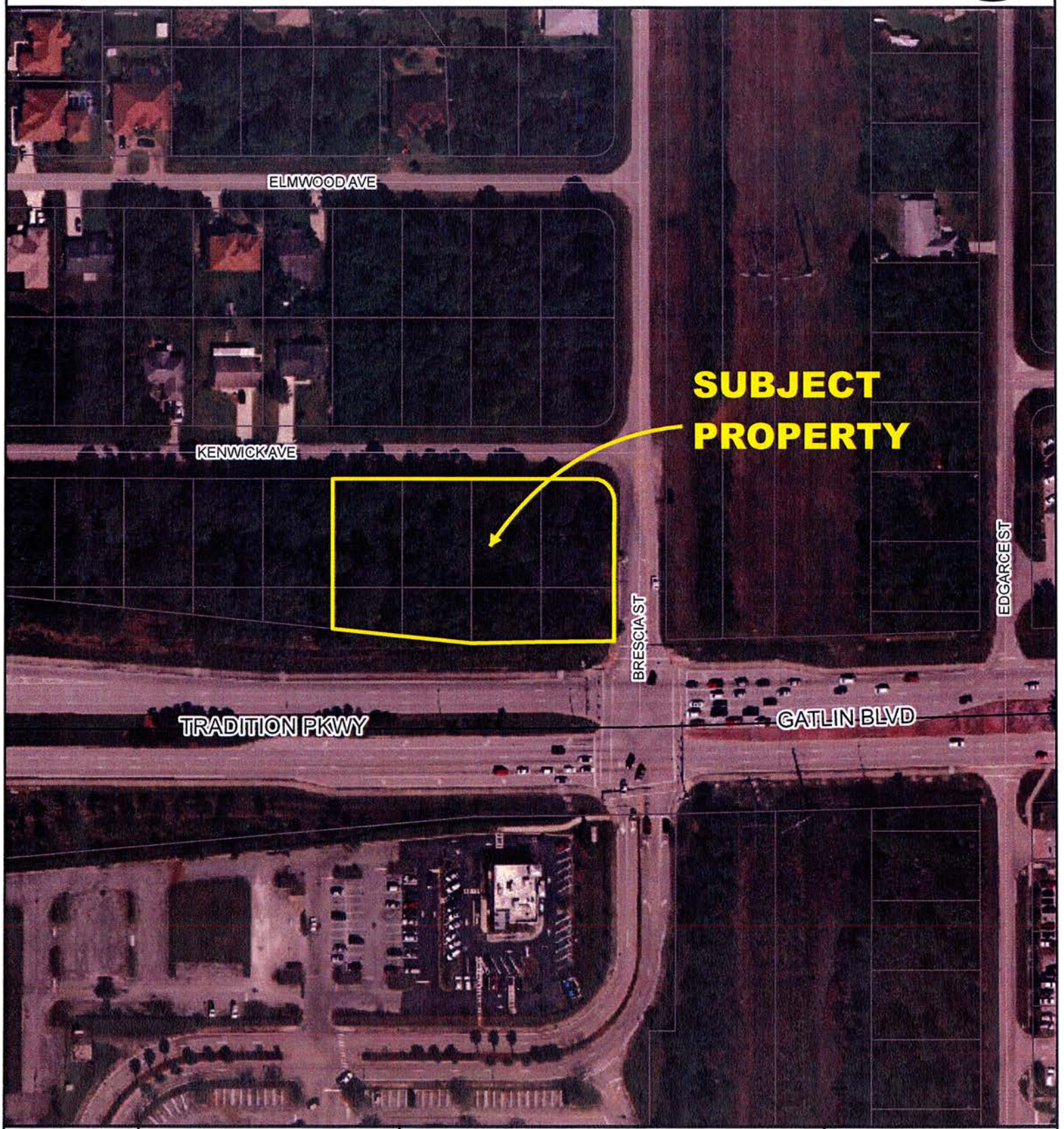
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan. The Site Plan Review Committee reviewed the request on December 14, 2017 and recommended approval.

GENERAL LOCATION



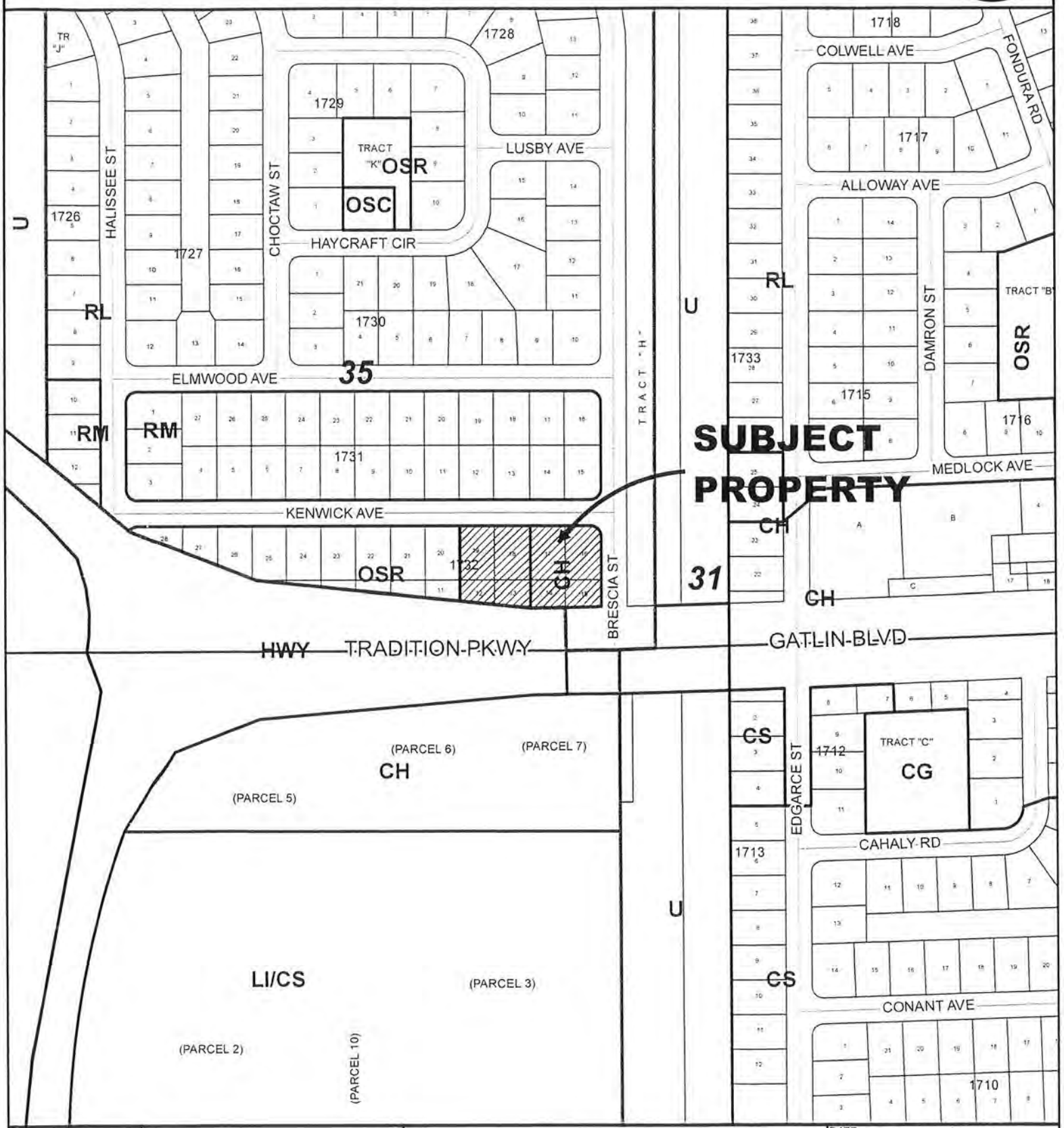
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN STARBUCKS - BRESCIA SECTION 35, BLOCK 1732, LOTS 12-19	DATE: 10/24/2016 APPLICATION NUMBER: P16-184 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



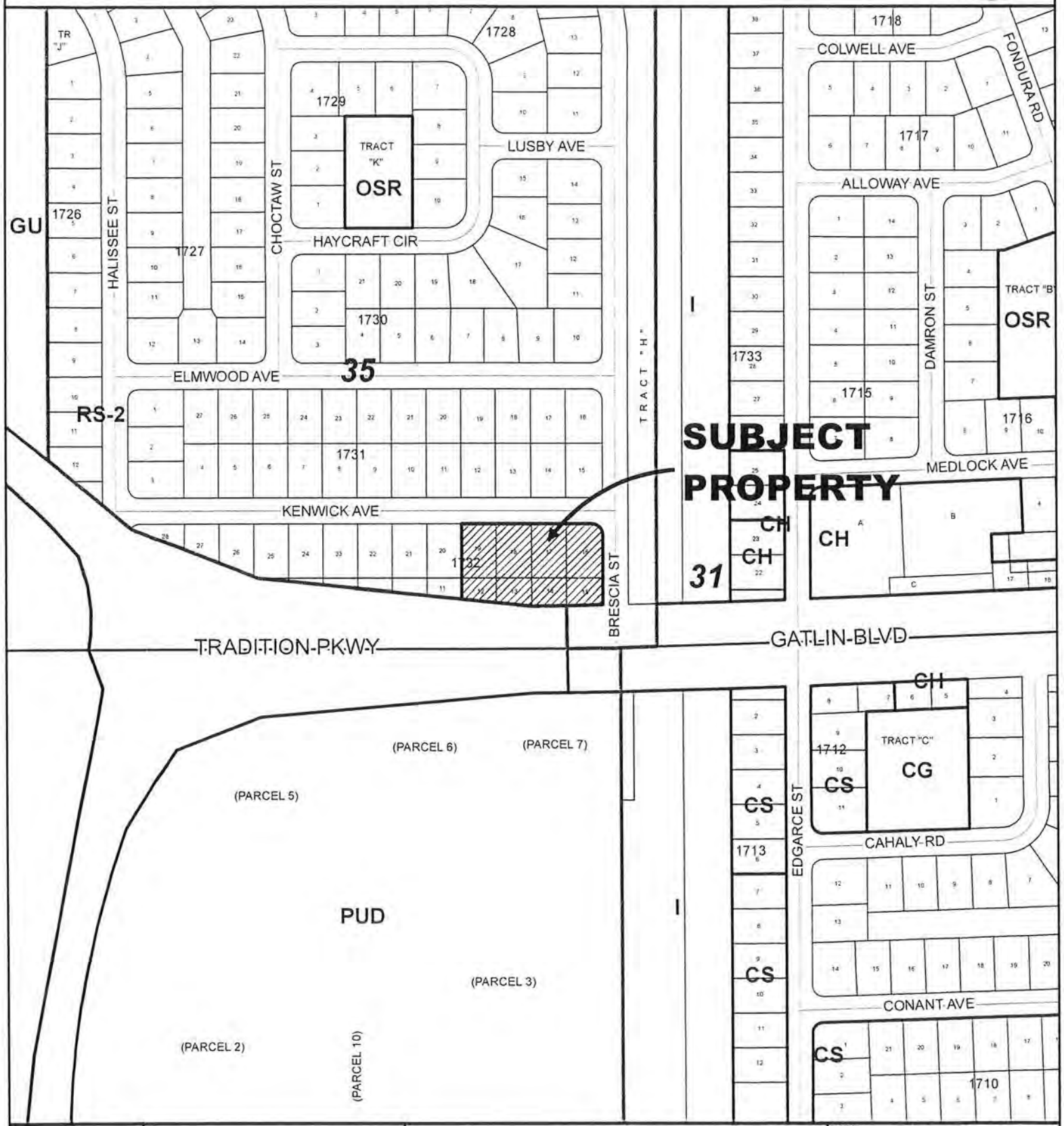
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN STARBUCKS - BRESCIA SECTION 35, BLOCK 1732, LOTS 12-19 AERIAL DATE 2014	DATE: 10/24/2016 APPLICATION NUMBER: P16-184 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN STARBUCKS - BRESCIA SECTION 35, BLOCK 1732, LOTS 12-19	DATE: 10/24/2016 APPLICATION NUMBER: P16-184 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 STARBUCKS - BRESCIA SECTION 35, BLOCK 1732, LOTS 12-19	DATE: 10/24/2016 APPLICATION NUMBER: P16-184 USER: patricias SCALE: 1 in = 300 ft

RECEIVED
DEC 22 2016
PLANNING DEPARTMENT
PORT ST. LUCIE

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. P16-184
Fees (Nonrefundable) $ 2,345.00 Arch.: $ 515.00
Receipt #'s: 118220

PRIMARY CONTACT EMAIL ADDRESS: NWEIR@INTEPRLANLLC.COM

PROJECT NAME: STARBUCKS

LEGAL DESCRIPTION: SEE ATTACHED PROPERTY CARDS

LOCATION OF PROJECT SITE: NWC OF BRESCIA AND GATLIN BLVD.

PROPERTY TAX I.D. NUMBER: PLEASE SEE ATTACHED PROPERTY CARDS

STATEMENT DESCRIBING IN DETAIL: NEW GROUND UP STARBUCKS WITH DRIVE-THRU

THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: STARBUCKS COFFEE SHOP WITH DRIVE-THRU

GROSS SQ. FT. OF STRUCTURE (S): 2,118SF
NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: CITY OF PORT ST LUCIE

GROSS ACREAGE & SQ. FT. OF SITE: 59,532SF **ESTIMATED NO. EMPLOYEES: 15

FUTURE LAND USE DESIGNATION: ZONING DISTRICT: HIGHWAY COMMERCIAL

OWNER(S) OF PROPERTY:
Name, Address, Telephone & Fax No.:
EQUITAS MANAGEMENT GROUP, LLC
2034 HAMILTON PLACE BLVD., SUITE 400
CHATTANOOGA, TN 37421

APPLICANT OR AGENT OF OWNER:
Name, Address, Telephone & Fax No.:
NICOLE WEIR - INTEPRLAN, LLC
604 COURTLAND ST., SUITE 100
ORLANDO, FL 32804 (407)645-5008

PROJECT ARCHITECT/ENGINEER:
(Firm, Engineer Of Record, Florida Registration No., Contact Person, Address, Phone & Fax No.)
INTERPLAN, LLC - STUART ANDERSON / LOUISE CRAVER
604 COURTLAND ST., SUITE 100, ORLANDO, FL 32804
(407)645-5008
60848 / AR0012641

- 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.

By:	J. Christopher Hall	EVP	12/08/16
OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE

EQUITAS

2034 Hamilton Place Blvd.
Suite 400
Chattanooga, TN 37421
www.equitasmg.com

October 3, 2016

TO: All applicable Governmental Permitting Agencies
City of Port St. Lucie
County of St. Lucie

RE: **Authorization of Agent**

This will serve as confirmation that the undersigned, as Executive Vice President of EQUITAS MANAGEMENT GROUP, LLC, hereby appoints **INTERPLAN, LLC** as its authorized agent concerning all city, county, and governmental agency applications including but not limited to permitting applications and special exception use applications for the Planning & Zoning Department, but only to the extent that such applications pertain to the Starbucks project at the property located at the intersection of SW Gatlin Boulevard and SW Brescia Street.

EQUITAS MANAGEMENT GROUP, LLC

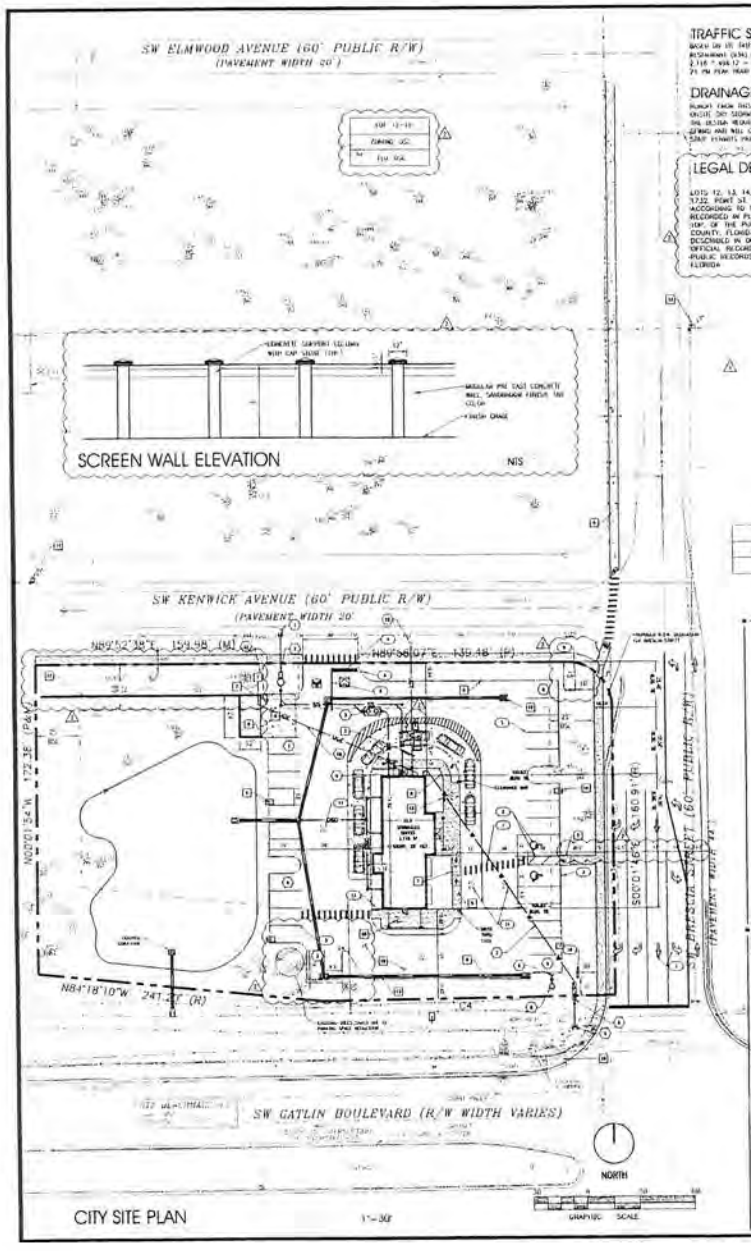
By: _____
Print Name: J. Christopher Hall
Title: Executive Vice President

STATE OF TENNESSEE)
) ss.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 3rd day of October, 2016 by J. Christopher Hall as Executive Vice President of Equitas Management Group, LLC, a Tennessee limited liability company, on behalf of the limited liability company. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

KIMBERLY S. GRAVES
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

Kimberly S. Graves
Print Name: Kimberly S. Graves
NOTARY PUBLIC
My Commission Expires: 12/8/2018



CITY SITE PLAN 1"=30'

SCREEN WALL ELEVATION NTS

TRAFFIC STATEMENT

BASED ON ITE TRIP GENERATION REPORT, 8TH EDITION RESTAURANT (934) GENERATES PMPH 40.99 (1) PER 1000 2,116 * 40.99 / 1000 = 86.7 TRIPS PER DAY 7.1 PM PEAK HOUR TRIPS

DRAINAGE STATEMENT

PLANS FOR THIS SITE SHALL BE PREPARED BY AN ENGINEER (OR) SEPARATELY FOR THE SITE SHALL MEET THE DESIGN REQUIREMENTS OF THE CITY AND THE SFWMD AND SHALL OBTAIN ALL REQUIRED LOCAL AND STATE PERMITS PRIOR TO CONSTRUCTION

LEGAL DESCRIPTION

LOTS 12, 13, 14, 15, 16, 17, 18, AND 19 BLOCK 1732, PORT ST. LUCIE SECTION THIRTY FIVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 10 - 104 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT LANDS DESCRIBED IN ORDER TAKING RECORDED IN OFFICIAL RECORDS BOOK 396, PAGE 2832, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

DEVELOPER

SITE DATA

SITE AREA	56,332 SF	1.30 ACRES	
PROPOSED SITE AREA			
IMPERVIOUS (PAVEMENT/SIDEWALK)	29,218 SF	0.67 AC	52%
BUILDING	2,116 SF	0.05 AC	4%
TOTAL IMPERVIOUS	31,334 SF	0.72 AC	56%
OPEN SPACE (BALANCE)	25,000 SF	0.58 AC	44%

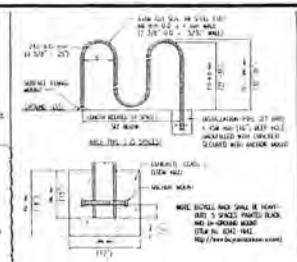
PARKING REQUIRED	REQUIRED	PROVIDED
2,116 S.F. x 15.0 SF GFA / 15.0	141 SPACES	141 SPACES*
PARKING PROVIDED		
REGULAR		119
HANDICAP		7
TOTAL		126

*NOTE: REDUCTION IN REQUIRED PARKING (2 SPACES) IS BEING REQUESTED PER LDR SECTION 154.16 (F) FOR PRESERVATION OF EXISTING TREES. (PROJECT # 811)

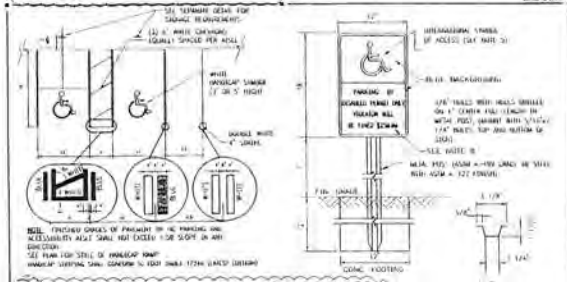
ANY HAZARDOUS MATERIALS SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS

ZONING: CG

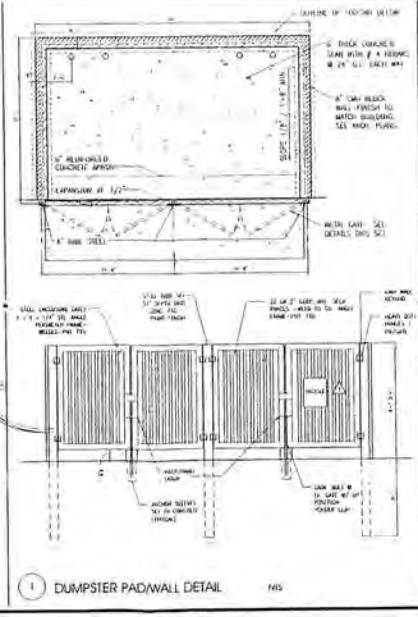
FUTURE LAND USE: CG



3 BIKE RACK NTS



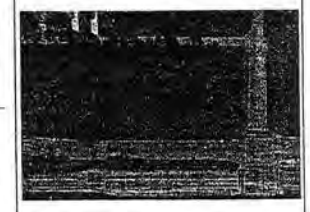
2 HANDICAP & PARKING STALL STRIPING AND SIGNAGE NTS



1 DUMPSTER PAD/WALL DETAIL NTS

4 LIGHT POLE DETAIL NTS

LOCATION MAP



TRAFFIC CONTROL & SIGNAGE

1. DIRECTIONAL ARROW
2. HANDICAP PAVEMENT SYMBOL
3. HANDICAP SIGN
4. 24" WIDE WHITE STOP BAR (TYP.)
5. PAVEMENT DIRECTIONAL ARROW
6. 4" SOLID YELLOW LINE
7. 24" WIDE WHITE CROSSWALK STRIPING
8. 24" STOP SIGN (R1-1)
9. WARNING SIGNS
10. TYPE 200
11. WHITE TRAFFIC ARROW PAINTED "SHARROWS" GREEN
12. PEDESTRIAN CROSSING SIGN

NOTE: SIGNS WILL BE APPROVED SEPARATELY

ALL TRAFFIC CONTROL SIGNAGE SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

ALL WORK WITHIN FDOT RIGHT-OF-WAY SHALL BE IN CITY OF PORT ST. LUCIE REVIEW AND APPROVAL

SITE NOTES

1. SIDEWALK RAMP
2. HANDICAP RAMP
3. METAL BOLLARD
4. 6" CURB
5. MONOLITHIC CURB AND SIDEWALK
6. CONCRETE SIDEWALK
7. DUMPSTER ENCLOSURE (SEE DETAILS THIS SHEET)
8. CONCRETE APRON
9. BOLLARD
10. ASPHALT PAVEMENT
11. EXISTING FIRE HYDRANT
12. DRAINAGE STRUCTURES
13. STORMWATER PIPES
14. LIGHT POLE (25' HEIGHT, SQUARE BRUSHED POLE)
15. BIKE RACK
16. TYPE "F" CURBING
17. CONCRETE SCREEN WALL (6' HEIGHT)
18. 156 SF OUTDOOR SEATING AREA

SITE UTILITY NOTES

PROPOSED SANITARY SEWER

1. CONNECT TO EXISTING 6" SANITARY SEWER FORCE MAIN
2. LIFT STATION
3. GREASE TRAP
4. SANITARY SEWER SERVICE TO BUILDING

PROPOSED DOMESTIC WATER

5. CONNECT TO EXISTING WATER MAIN
6. 1" WATER METER AND RPZ BACKFLOW PREVENTER
7. 1.5" FIRE WATER SERVICE TO BUILDING

PROPOSED IRRIGATION

8. PROPOSED IRRIGATION WELL
9. 1.5" IRRIGATION SERVICE (SEE IRRIGATION SPK PLAN)

PROPOSED ELECTRIC

10. CONTRACTOR SHALL COORDINATE UNDERGROUND ELECTRICAL SERVICE WITH FLORIDA POWER & LIGHT FOR CONDUIT SIZE, CONNECTION POINT AND APPROVED TRANSFORMER LOCATION
11. TRANSFORMER PAD: CONTRACTOR TO COORDINATE WITH FLORIDA POWER & LIGHT FOR FINAL LOCATION OF TRANSFORMER TO BE SET
12. CONTRACTOR SHALL COORDINATE UNDERGROUND TELEPHONE SERVICE WITH AT&T TELEPHONE FOR CONDUIT SIZE, CONNECTION POINT

P16-184

INTERPLAN LLC
ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
AA 0003420
CA 8680
1004 CORTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407 645 5906
FX 407 629 9124

DATE: MAY 11, 2016

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL ENGINEER

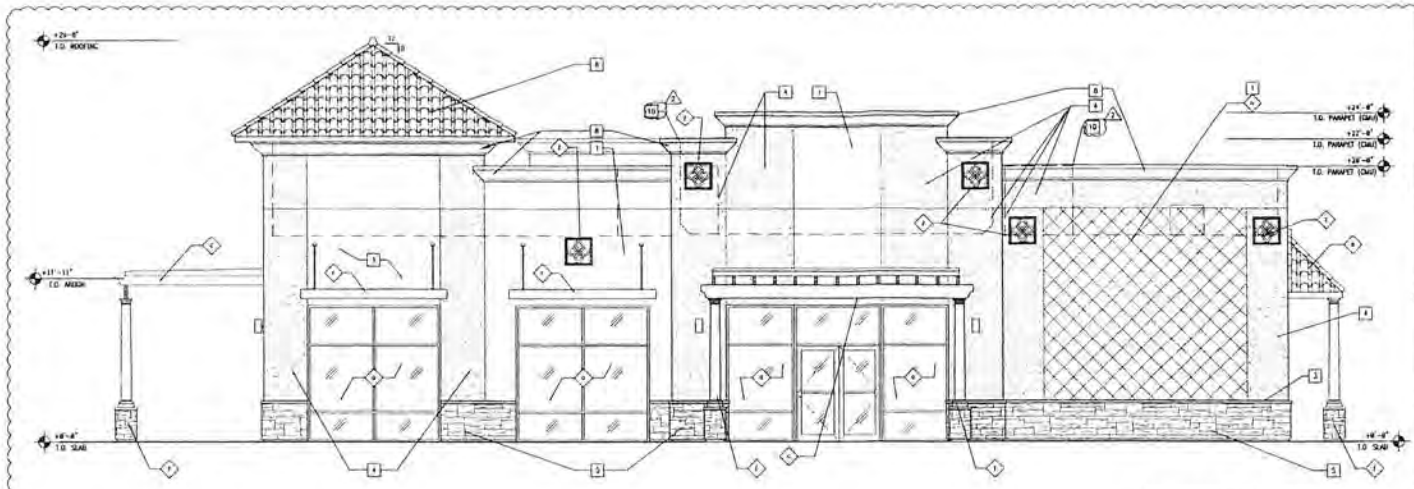
NO.	DATE	REVISIONS
1	12-19-16	REVISED COMMENTS
2	1-24-17	REVISED COMMENTS

EQUITAS
STARBUCKS
2209 SW GATLIN BOULEVARD
PORT ST. LUCIE, FL.
34953

PROJECT NO. 2015.0450
CASE: V 30-16

C1.1
CITY SITE PLAN

CHECKED: CDB DRAWN: MRS

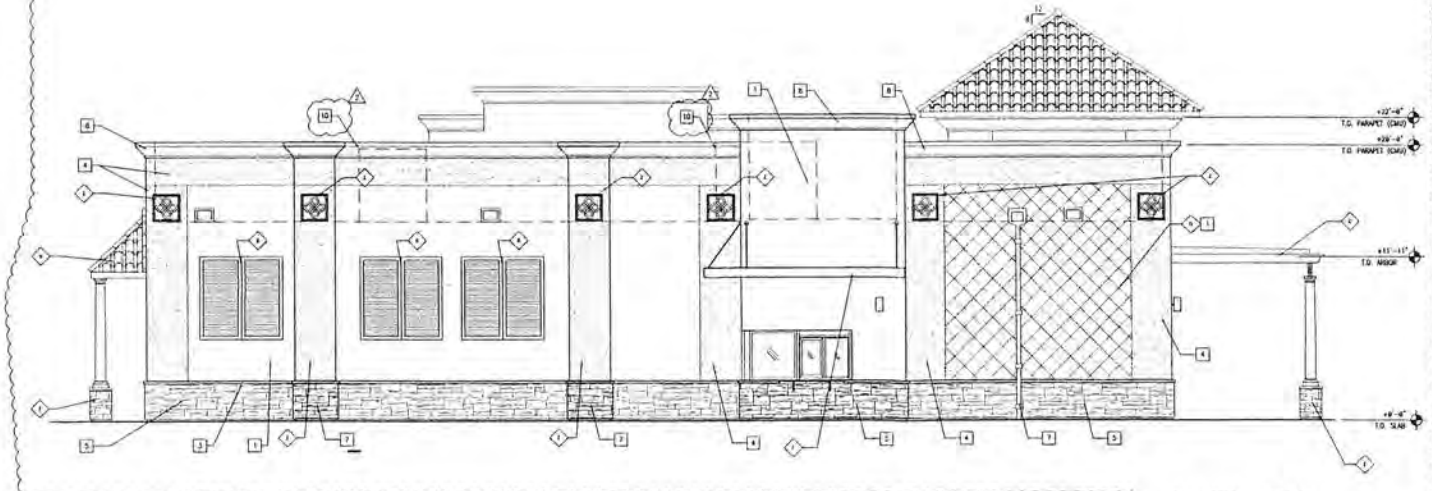


ROOF DEFINITIONS - EAST (MAIN ENTRY)

HORIZONTAL LENGTH	77'-8"	
RIP ROOF LENGTH	20'-5"	26%
CORNICE LENGTH	57'-3"	74% (25% MAX ALLOWED SUBSTITUTION)
TOTAL PERCENTAGE		51%

1 EAST ELEVATION

1/4" = 1'-0"



ROOF DEFINITIONS - WEST (REAR)

HORIZONTAL LENGTH	76'-4"	
CORNICE LENGTH	76'-4"	100% (25% MAX ALLOWED SUBSTITUTION)
TOTAL PERCENTAGE		25%

2 WEST ELEVATION

1/4" = 1'-0"

KEY NOTES

1. SMOOTH DRS STUCCO - (PAINT P-1)
2. HOT USED
3. 2" X 3" STONE VENEER WATERTABLE
4. TEXTURED DRS STUCCO - (PAINT P-2)
5. STONE VENEER, S-1
6. STONE COATED METAL BARREL VAULT ROOFING - COLOR "BARCELONA"
7. MAIN LEADERS - (PAINT P-1)
8. CUSTOM FOAM/ DRS CORNICE - (PAINT P-3)
9. PAINT PRO METAL SHELL
10. ROOF TOP EQUIPMENT INDICATED BY HIDDEN LINE. ALL ROOF TOP EQUIPMENT TO BE COMPLETELY SCREENED

FINISH NOTES

P-1 USEFUL GRAY SW7050
P-2 GRAY AREA SW7952
P-3 MODERATE WHITE SW6140
S-1 STONE VENEER BURA - COUNTY LEDGE STONE - JASPER

ARCHITECTURAL ELEMENTS

THE FOLLOWING ARE ARCHITECTURAL ELEMENTS AS LISTED IN SECTION V OF THE CITY PORT ST. LUCIE CITYWIDE DESIGN STANDARDS THAT ARE INCLUDED IN THIS DESIGN.

a. PREDOMINATELY VERTICAL, RECTANGULAR WINDOWS
b. WOOD ARBOR WITH COVER
c. BANANA SHUTTERS
d. SQUARE STONE COLUMNS
e. SQUARE STUCCO COLUMNS
f. STUCCO LATTICE DETAILING
g. BLACK ALUMINUM CANOPY WITH CABLE
h. PORTICO
i. FINIALS/METALLION

INTERPLAN LLC
ARCHITECTURE
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PROJECT MANAGEMENT
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SEAL

DEC 21 2016

1 12-28-16 CITY COMMENTS
2 12-16-16 CITY COMMENTS
3 11-14-16 CITY COMMENTS
NO DATE REMARKS
REVISIONS

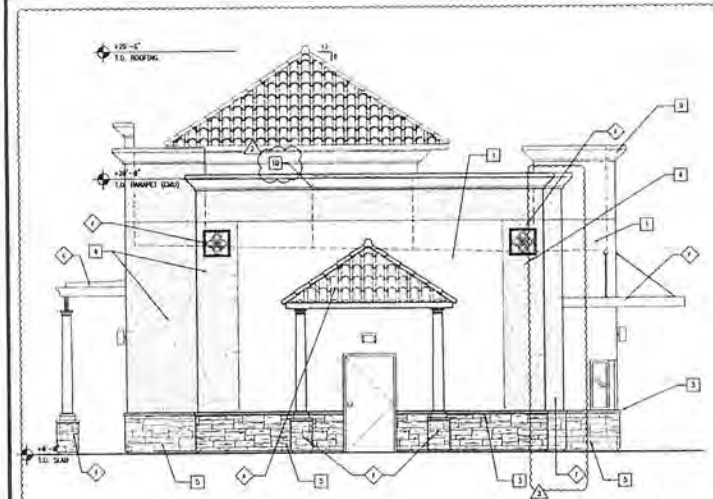
STARBUCKS COFFEE

EQUITAS
STARBUCKS
2209 SW GATUN BOULEVARD
PORT ST. LUCIE, FL
34953

PROJECT NO: 2015.0163
DATE: 12-14-16

A4.0
EXTERIOR ELEVATIONS

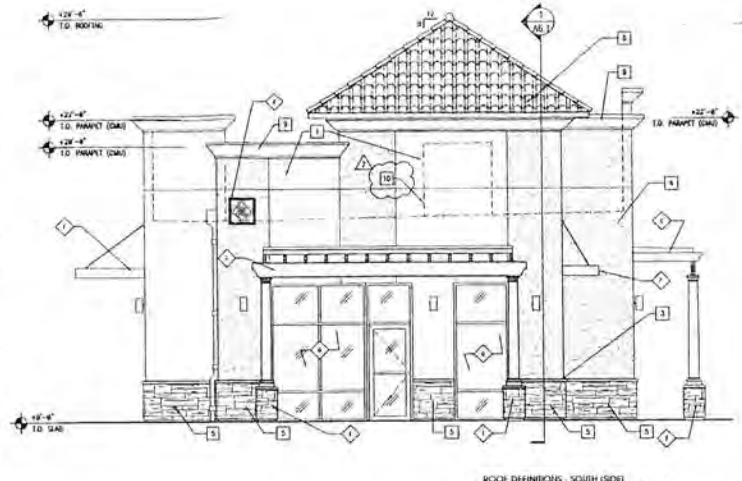
CHECKED: [illegible]



ROOF DEFINITIONS - NORTH (SIDE)

HORIZONTAL LENGTH	31'-9"	
PITCHED ROOF LENGTH	12'-10"	32%
CURVED LENGTH	26'-11"	68% (25% MAX ALLOWED SUBSTITUTION)
TOTAL PERCENTAGE		57%

1 NORTH ELEVATION 1/4" = 1'-0"



ROOF DEFINITIONS - SOUTH (SIDE)

HORIZONTAL LENGTH	55'-9" (INCLUDES PATIO ROOF)	
NP ROOF LENGTH	20'-11"	36%
CURVED LENGTH	16'-8"	30% (25% MAX ALLOWED SUBSTITUTION)
TOTAL PERCENTAGE		63%

2 SOUTH ELEVATION 1/4" = 1'-0"

KEY NOTES

1. SMOOTH EIFS STUCCO - (PAINT P-1)
2. NOT USED
3. 2" x 3" USER VENEER WATERTABLE
4. TEXTURED EIFS STUCCO - (PAINT P-2)
5. STONE VENEER, S-1
6. STONE COATED METAL BARREL VALLEY ROOFING - USERS "BARCELONA"
7. IRON LEADERS - (PAINT P-2)
8. CUSTOM FLAME/ EIFS CORNICE - (PAINT P-3)
9. DRAIN THRU METAL SHEET
10. ROOF TOP EQUIPMENT INDICATED IN HIDDEN LINE. ALL ROOF TOP EQUIPMENT TO BE COMPLETELY SCREENED

FINISH NOTES

P-1	USEFUL GRAY	SW7050
P-2	GRAY AREA	SW7052
P-3	MODERATE WHITE	SW6140
S-1	STONE VENEER	BUNAL - COUNTY LEDGE STONE - ASPEN

ARCHITECTURAL ELEMENTS

THE FOLLOWING ARE ARCHITECTURAL ELEMENTS AS LISTED IN SECTION V OF THE CITY PORT ST. LUCIE CITYWIDE DESIGN STANDARDS THAT ARE INCLUDED IN THIS DESIGN:

a. PREDOMINATELY VERTICAL, RECTANGULAR WINDOWS
b. WOOD AWNOR WITH COVER
c. BAHAMA SHUTTERS
d. SQUARE STONE COLUMNS
e. SQUARE STUCCO COLUMNS
f. STUCCO LATTICE DETAILING
g. BLACK ALUMINUM CANOPY WITH CABLE
h. PORTICO
i. FRIEZE/MEDALLION

INTERPLAN LLC

ARCHITECTURE
ENGINEERING
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PROJECT MANAGEMENT

AA 0014120
LA 8660

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SEAL

STATE OF FLORIDA
LICENSED
ARCHITECT
REGISTERED ARCHITECT
DEC 7 1 2015

2 12-24-16 CITY COMMENTS
2 12-18-16 CITY COMMENTS
1 11-14-16 CITY COMMENTS
NO. DATE REMARKS
REVISIONS

STARBUCKS COFFEE

EQUITAS
STARBUCKS

2209 SW GATLIN BOULEVARD
PORT ST. LUCIE, FL
34953

PROJECT NO: 2015-0453
DATE: 12-14-16

A4.1
EXTERIOR ELEVATIONS

CHECKED: MW DRAWN: JAM

Trees Preserved

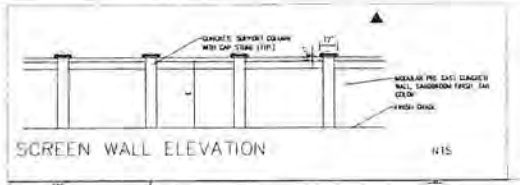
430	20"	PINE
433	10"	PINE
436	12"	PINE
441	10"	PINE
461	20"	PINE
475	15"	PINE
482	13"	PINE
493	15"	PINE
508	14"	PINE
510	8"	OAK
546	6"	PINE
690	10"	PINE
691	10"	PINE
694	14"	PINE
695	12"	PINE
697	14"	PINE
698	13"	PINE
701	18"	PINE
702	8"	PINE
720	18"	PINE
741	14"	PINE
744	12"	PINE
745	12"	PINE
751	16"	PINE
752	18"	PINE
753	14"	PINE
754	16"	PINE
756	16"	PINE
766	12"	PINE
767	16"	PINE
804	6"	PINE
808	6"	PINE
810	14"	PINE
811	12"	PINE
812	12"	PINE

Total = 458 inches

Trees Removed

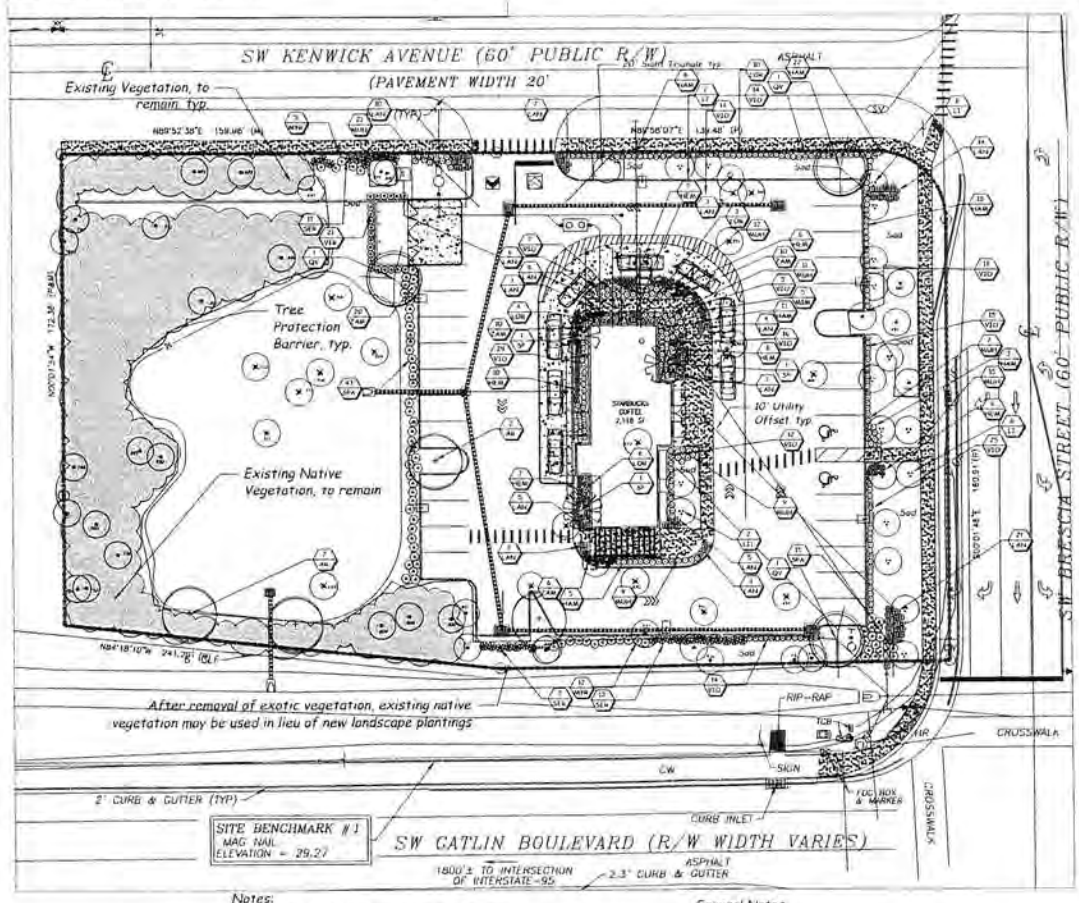
434	22"	PINE
439	15"	PINE
440	15"	PINE
444	20"	PINE
454	15"	PINE
467	12"	PINE
469	14"	PINE
470	15"	PINE
473	14"	PINE
501	18"	PINE
502	16"	PINE
503	18"	PINE
506	14"	PINE
549	12"	PINE
551	15"	PINE
700	15"	PINE
704	12"	PINE
707	12"	PINE
708	12"	PINE
717	12"	PINE
739	12"	PINE

Total = 312 inches



SCREEN WALL ELEVATION

N.T.S.



Landscape Data :

Tree Requirement:

Exterior:

888 lf of PL along r/w (excluding 30 lf of Driveway):	30 Trees
172 lf of buffer along pl:	6 Trees
Total Exterior Trees required:	36 Trees
Total Exterior Trees provided: incl 55 ex. Trees	59 Trees

Interior:

158 lf of building perimeter (excluding 65 lf of access area)	5 Trees
Parking lot islands	7 Trees
Total Interior Trees required:	12 Trees
Total Interior Trees provided: incl 2 ex Trees	13 Trees
Total Trees required:	48 Trees
Total Trees provided:	71 Trees

Tree Mitigation Requirements:

Caliper inches removed:	312"
Caliper inches preserved:	458"
Mitigation required:	0"
Additional Inches preserved:	146" (counted as 49 trees, 3" cal each)

Shrub Requirement:

Exterior:

606 lf of PL along r/w (excluding 30 lf of Driveway, 282' native buffer)	303 Shrubs
172 lf of buffer along pl (provided by native buffer)	0 Shrubs

Interior:

158 lf of building perimeter (excluding 65 lf of access area)	79 Shrubs
36lf of dumpster perimeter:	21 Shrubs
Total Shrubs/Grasses required:	403 Shrubs
Total Shrubs/Grasses provided:	420 Shrubs

Landscape Legend:

Qty	SYMB	Common Name/Botanical Name	Specification
Trees:			
4	AR	Red Maple (N) Acer rubrum 'Florida Flame'	FG, 14' Ht, 3.5" cal, 6' Spr
3	QV	Live Oak (N) Quercus virginiana	FG, 14' Ht, 3.5" cal, 6' Spr
Understory Trees:			
16	LI	Pink Crape Myrtle (count 2 for 1) Lagerstroemia indica 'Tuscarora'	FG, 12' Ht, 5' Spr, multi
2	LII	Lavender Crape Myrtle Lagerstroemia indica 'Muskogee'	FG, 12 Ht, 5' Spr, multi
3	SP	Cabbage Palm (N) Sabal palmetto	FG, 18' 24' GA ht
Shrubs:			
53	HAM	Dwarf Firebush (N) Hamelia patens compacta	3 gal, 24"x18", 24" o.c.
16	LOR	Chinese Razzleberry Loropetalum chin. rubrum	3 gal, 24"x18", 24" o.c.
17	MVR	Wax Myrtle Myrica cerifera	3 gal, 18"x18", 36" o.c.
30	SER	Saw Palmetto Serenoa repens	1 gal, 12"12", 36" o.c.
169	VTO	Dwarf Walters Viburnum (N) Viburnum obovatum 'Mpwf Class'	3 gal, 24"x18", 24" o.c.
21	VTB	Sweet Viburnum Viburnum odoratissimum	3 gal, 24"x18", 30" o.c.
26	ZAM	Coontie (N) Zamia pumila	3 gal, 18"x18", 36" o.c.
Groundcover/Grasses:			
48	HEM	Day Lily Hemerocallis sp.	1 gal, 24" o.c.
91	LAN	Lantana (N) Lantana depressa	1 gal, 36" o.c.
30	MUH	Muhly Grass (N) Muhlenbergia capillaris	3 gal, 24" o.c.
58	SPA	Sand Cordgrass (N) Spartina bakeri	3 gal, 36" o.c.
Sod:			
	Sod	Argentine Bahia	weed free, laid tight

Water Use (WU) Legend:

- High
- Medium
- Low

PSLUSD Notes:
1. No landscape materials other than sod grasses may be planted within a 5' radius maintenance area of any PSLUSD facility such as water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, and manholes, air release valves, etc.
2. No landscaping shall be planted in such a manner as to adversely affect utility installation, operation and maintenance.
3. All landscaping within Port St. Lucie Utility Systems Department (PSLUSD) utility easements shall comply with PSLUSD technical specifications, policies, and codes. Trees shall not be planted within ten (10) feet of any PSLUSD underground infrastructure.

Notes:
1. 8% of the required trees are palm trees.
2. 80% of the required trees are native.
3. 20% of the required trees are flowering trees.
4. 100% of the required trees located within landscape Islands are shade trees.
5. 100% of the required trees are low water use.
6. 100% of the required shrubs are low water use.
7. Less than 50% of landscape areas are sod.

General Notes:
1. All landscape material to be Florida No.1
2. All landscaping meets FDOT clearzone and sight distance criteria.
3. All trees installed within 4' of a hard surface such as sidewalk, curb or building to be installed with 24" rootbarrier per detail on sheet LD-02. Rootbarrier to extend 5' in each direction, measured from center of trunk. Where existing trees are to remain within 10' of proposed hard surface install rootbarrier along edge of hard surface, for at least the lenght of the dripline of the tree.
4. Trees to be preserved on site to receive tree barricade during construction. Refer to Tree Protection Detail for construction details. Trees to remain within 10' of proposed hard surface to be rootpruned BEFORE ANY Clearing activities. Tree barricades to in place prior to site clearing.

City of Port St. Lucie Project No. P16-184

Landscape Design Associates
102 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34953
772-871-6060 ph. 772-871-6869 fax

Revisions:		
Date	Comments	
11-13-16	Per PSLU Comments	
12-13-16	Per PSLU Comments	

Scale: 1"=20'
Drawn By: GM
Checked By: SM
CADD No: 16-012 landscape
Date: 10.5.16

Starbucks
City of Port St. Lucie
Landscape Plan

MARK SANICAS
12-13-16
FL# 0001133

LD-01

PLANTING NOTES:

FERTILIZER

FERTILIZERS SHALL BE SLOW RELEASE, UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THE FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND SHALL MEET THE FOLLOWING REQUIREMENTS: SIX (6) PERCENT NITROGEN, SIX (6) PERCENT PHOSPHOROUS AND SIX (6) PERCENT POTASSIUM. FERTILIZER SHALL BE APPLIED TO ALL SHRUBS (1/2 LB PER 3 GAL POT, 1/4 LB PER 1 GAL POT) AND GROUNDCOVER. THE SOD STARTER FERTILIZER MIXTURE SHALL BE 8-5-10 TO ANALYSIS. A 14-14-14 FERTILIZER ANALYSIS IS REQUIRED ON ALL TREES AND SHRUBS OVER 5' IN HEIGHT (1/2 LB PER 5' OF SPREAD). AGRIFORM TABLETS WITH TWENTY (20) PERCENT NITROGEN, TEN (10) PERCENT PHOSPHOROUS, FIVE (5) PERCENT POTASSIUM IN 21 GRAM SIZES SHALL BE APPLIED ALONG WITH THE FERTILIZER PROCESS (1 WITH 1 GAL PLANTS, 2 WITH 3 GAL PLANTS AND 2 TABLETS PER 1" OF TREE TRUNK CALIPER). MAGNESIUM SULFATE SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB PER INCH OF TRUNK CALIPER. MANGANESE SHALL BE APPLIED AT THE SAME RATE.

MULCH

MULCH MATERIAL SHALL BE COLORED "A" GRADE CERTIFIED RECYCLED MULCH AND MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT. MULCH SHALL BE APPLIED TO A MINIMUM OF 3" DEPTH IN PLANTING BEDS. MULCH SHALL NOT BE PLACED WITHIN 6" OF TREE OR PALM TRUNKS.

SOD

THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

SUBSTITUTIONS

NO SUBSTITUTION OF PLANT MATERIAL TYPES OR SIZES WILL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT OF RECORD. CONTAINER GROWN MATERIAL WILL NOT BE ACCEPTED AS A SUBSTITUTE FOR B & B MATERIAL UNLESS PREVIOUSLY APPROVED. INTENDED SUBSTITUTIONS SHALL BE SPELLED OUT IN BID.

MEASUREMENTS

SHADE TREES: HEIGHT SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.

SHRUBS: HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT AREA NOT TO INCLUDE ANY TERMINAL GROWTH.

PALMS: CLEAR TRUNK SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE POINT WHERE THE MATURE AGED TRUNK JOINS THE IMMATURE OR GREEN PORTION OF THE TRUNK OR HEAD.

GREY WOOD (G.W.): SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO TOP OF THE HARDENED TRUNK.

OVERALL HEIGHT (O.A.): SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE AVERAGE FROND HEIGHT.

PALMS WITH MARKED OR BURNED TRUNKS WILL NOT BE ACCEPTED.

PLANTING SOIL AND BACKFILL

PLANTING SOIL SHALL BE RECYCLED TOPSOIL.
RECYCLED TOPSOIL SHALL CONSIST OF A STABILIZED MIXTURE OF GROUND YARD TRIMMINGS AND POSSIBLY BIOSOLIDS PROCESSED ACCORDING TO STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GUIDELINES FOR THE PROCESSING AND DISTRIBUTION OF SEWAGE SLUDGE COMPOST. RECYCLED TOPSOIL SHALL ONLY BE OBTAINED FROM A STATE PERMITTED RECYCLING FACILITY WHICH IS ALSO U.S.T. CERTIFIED AND STORES PRODUCT ON A PAD WITH A CURRENT NEMATODE CERTIFICATION FROM FLORIDA DEPARTMENT OF AGRICULTURE. RECYCLED TOPSOIL SHALL HAVE THE FOLLOWING CHARACTERISTICS:

- WEED FREE
- MOISTURE CONTENT 50% BY WEIGHT MAXIMUM
- WATER HOLDING CAPACITY 200% BY WEIGHT MINIMUM
- CARBON TO NITROGEN RATIO LESS THAN 25 TO 1
- ORGANIC MATTER CONTENT 40% BY DRY WEIGHT MINIMUM
- SOLUBLE SALTS LESS THAN 3 MMHOS/CM
- PH RANGE 7.0 - 7.9
- MINIMUM NUTRIENT LEVELS AS FOLLOWS:

MACRO NUTRIENTS: NITROGEN (N) - 1% MINIMUM, WATER INSOLUBLE NITROGEN 90% MINIMUM, PHOSPHORUS (P) - 0.5% MINIMUM, POTASSIUM (K) - 0.2% MINIMUM AND OTHER MACRO AND MICRO NUTRIENTS. THE RECYCLED TOPSOIL SHALL CONTAIN LEVELS OF THOSE MICRO NUTRIENTS NECESSARY FOR PLANT GROWTH. THESE INCLUDE CALCIUM, MAGNESIUM, SULFUR, BORON, COPPER, IRON, MANGANESE, AND MOLYBDENUM. RECYCLED TOPSOIL NOT MEETING THESE REQUIREMENTS WILL NOT BE ACCEPTED.

BACKFILL:
ALL NEW AND TRANSPLANTED PLANT MATERIAL (INCLUDING NEW SOD) SHALL BE PLANTED ONLY AFTER PREPARATION OF EXISTING SOIL AS FOLLOWS:
SPREAD A LAYER OF 3" DEPTH OF RECYCLED TOPSOIL (AS DEFINED ABOVE) OVER THE ENTIRE PLANTING AREA. THE TOPSOIL SHALL THEN BE UNIFORMLY DISKED, TILLED OR AERIFIED INTO THE EXISTING SOIL TO A DEPTH OF 12" UNDERNEATH SHRUBS AND GROUNDCOVERS, 6" UNDERNEATH SOD AND TO A DEPTH OF 36" FOR THE TREE PITS, WITH THE FOLLOWING EXCEPTION: NO ROTOTILLING OR DISKING SHALL OCCUR CLOSER TO THE TRUNKS OF ESTABLISHED PLANTS THAN ONE HALF (1/2) THE DISTANCE OF THE CANOPY FURTHER OUT FROM THE DRIP LINE OF THE EXISTING PLANT CANOPY. ALL PLANTS (INCLUDING HEDGES AND GROUND COVER) SHALL BE PLANTED IN INDIVIDUALLY DUG HOLES AND THE MATERIAL DUG FROM THE HOLES SHALL THEN BE FURTHER MIXED WITH THE PREPARED SITE SOIL PRIOR TO BACKFILLING OF THE PLANTING HOLES AROUND THE ROOT BALLS. NO ADDITIONAL BACKFILL SOIL SHALL BE USED.

AN EXCEPTION ARE PLANTING PITS FOR CABBAGE PALMS, WHICH SHALL BE BACKFILLED WITH CLEAN NATIVE SAND ONLY.

REMOVE EXCESS MATERIAL TO PROVIDE PROPER FINISHED GRADE.

ALL PLANTING PITS AND PLANTING AREAS SHALL BE AMENDED WITH AGROSTAMENDS PER MANUFACTURERS SPECIFICATIONS.

PLANT MATERIALS

TREES, PALMS, SHRUBS, GROUND COVERS

PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED IN THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. UNLESS SPECIFIED OTHERWISE ALL PLANTS SHALL BE NORMAL FOR THE VARIETY AND FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

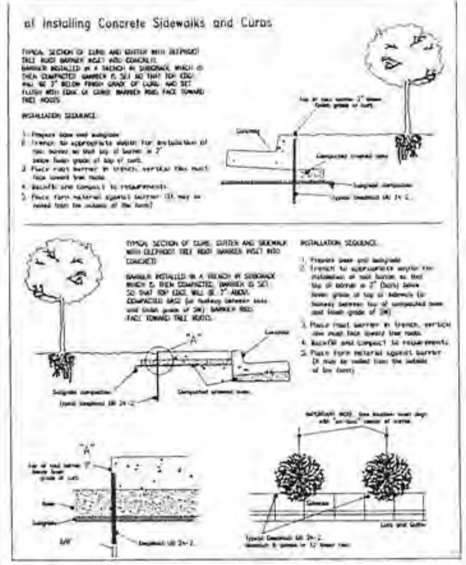
SPECIMEN MEANS AN EXCEPTIONALLY HEAVY, SYMMETRICAL, TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY.

ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. WHERE REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN HEALTHY GROWING CONDITION. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED, SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

1. THE CONTRACTOR SHALL PERSONALLY ACQUAINT HIM/HER SELF WITH THE EXISTING SITE CONDITIONS AND THE EXTENT AND SCOPE OF WORK REQUIRED.
2. THE PLANT LIST INDICATES THE NAMES, SIZES AND SPACING OF SPECIFIC PLANT MATERIALS. QUANTITIES HAVE BEEN PROVIDED TO THE CONTRACTOR AS A CONVENIENCE. THE CONTRACTOR IS RESPONSIBLE FOR HIS/HER OWN QUANTITY COUNT. IN CASE OF DISCREPANCIES BETWEEN THE DRAWINGS AND PLANT LIST, THE QUANTITIES ON THE DRAWINGS SHALL PREVAIL.
3. NO SUBSTITUTES ON VARIETIES LISTED WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT.
4. PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.
5. THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD.
6. ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.
7. ALL TREES MUST BE STAKED AS SHOWN ON THE LANDSCAPE DETAIL SHEET WITHIN 24 HRS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 12 MONTH BUT NO LONGER THAN 18 MONTH. CONTRACTOR RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.
8. ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT DIRECTION.
9. ALL SOD EDGES SHALL BE TRIMMED AS PER THE LANDSCAPE ARCHITECTS DIRECTION.
10. ALL SHRUBS, TREES, GROUNDCOVERS, SOD AND WILDFLOWER AREAS SHALL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES.
11. DO NOT ALLOW AIR POCKETS TO FROM WHEN BACKFILLING.
12. SOAK PLANTS IMMEDIATELY WITH WATER FOLLOWING PLANTING.
13. MAINTAIN THE ORIGINAL GRADE OF THE TREE BASE.
14. DO NOT BREAK ROOTBALL.
15. ALL PLANT SHALL BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE ON LOCALITY OF THE PROJECT.
16. THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF THE CONTRACT OR ACCEPTANCE BY THE LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.
17. THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY THE CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.
18. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR REPRESENTATIVE SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR.
19. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF FINAL ACCEPTANCE THE ONE (1) YEAR PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR IN THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM LIGHTNING, VANDALISM, AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS DURING THE GUARANTEE PERIOD UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.
20. ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION AS WELL AS ALL COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL SHALL BE INCLUDED IN THE CONTRACTORS BID TO PERFORM THE WORK PRESENTED IN THIS PLAN SET.
21. NO LANDSCAPING ADDED UNDER THIS PROJECT SHALL BE LOCATED SUCH THAT SAID LANDSCAPING OBSCURES MOTORIST'S VISIBILITY OF ANY EXISTING SIGNS.

...of Installing Concrete Sidewalks and Curbs



WATERING SCHEDULE

APPLICATION SCHEDULE	
PALM TREES	20 GAL/APPLICATION/PLANT
LARGE TREES	30 GAL/APPLICATION/PLANT
SMALL TREES	20 GAL/APPLICATION/PLANT
LARGE SHRUBS	10 GAL/APPLICATION/PLANT
SMALL SHRUBS	5 GAL/APPLICATION/PLANT
GROUNDCOVER	5 GAL/APPLICATION/PLANT
APPLICATION AMOUNT	
MONTH 1	12 APPLICATIONS
MONTH 2	12 APPLICATIONS
MONTH 3	8 APPLICATIONS
MONTH 4	8 APPLICATIONS
MONTH 5	5 APPLICATIONS
TOTAL	45 APPLICATIONS

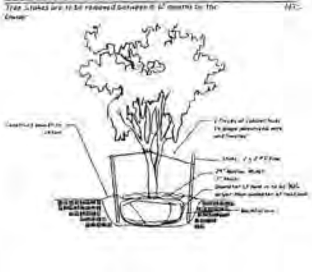
ABBREVIATIONS: CT - CLEAR TRUNK
HT - HEIGHT
O.C. - ON CENTER
SP - SPREAD

TREE PITS WITH DRAIN
NTS

Tree Planting Detail

NTS

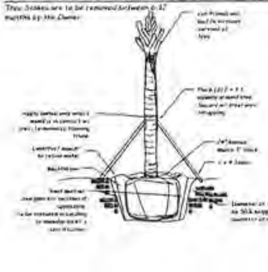
Tree Stakes are to be removed between 6-12 months by the Owner

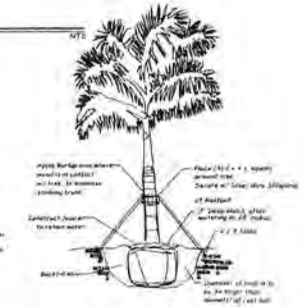


Palm Planting Detail

NTS

Tree Stakes are to be removed between 6-12 months by the Owner

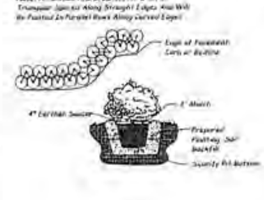




Shrub & Groundcover Planting Detail

NTS

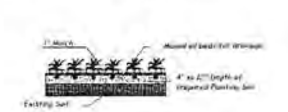
Note: All Shrubs And Groundcovers Shall Be Triangular Spaced Along Straight Edges And Will Be Planted In Parallel Rows Along Curved Edges



Groundcover & Annual Detail

NTS

NOTE: Annuals Are To Be Planted At Per Groundcover Detail Excluding Mulch



Landscape Design Associates
102 SW Port St. Lucie Blvd
Port St. Lucie, FL 34953
772-871-5080 ph 772-871-6659 fax

Scale	NTS
Drawn By	SM
Checked By	SM
CADD No	16-012 Sbucks
Date	10.5.16

Revisions	Comments	Date
	Per Site Comments	12.13.16

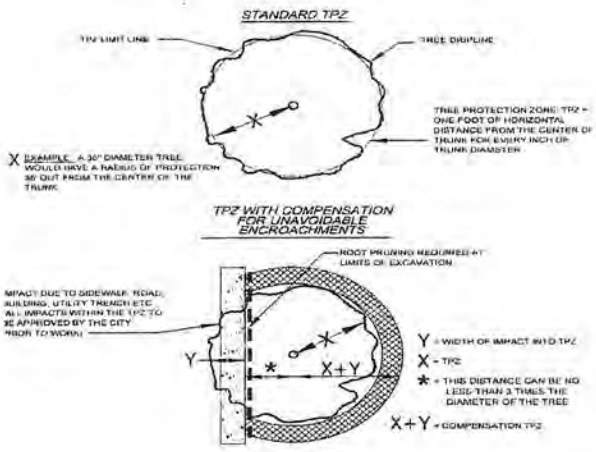
Starbucks

City of Port St. Lucie

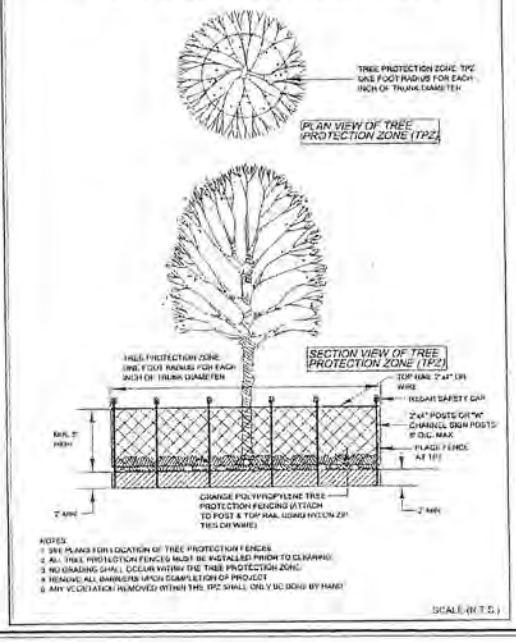
Landscape Notes and Details

LD-02

STANDARD TREE PROTECTION ZONE DETAIL



TREE PROTECTION FENCING DETAIL



2. **Protective Activities Within the TPZ**
Brush clearing and removal of any trees that will not be saved within the TPZ shall be done by hand or mechanized hand tools with the root system being left totally intact. In addition the following shall apply:

a. Clearance pruning of branches of trees to be saved, as well as removal of damaged, diseased or dead branches can be accomplished prior to erection of the TPZ barricade fence if done according to *ANSI A-300 Standards*. Tree service or any other vehicles are preferred to be kept outside of the TPZ. If vehicular access must occur within the TPZ and there is no other physical way around it, a minimum depth of twelve (12) inches of hardwood mulch shall be placed on top of the root zone to cushion and distribute the load. After work is complete, remove mulch so that only three (3) to four (4) inches remain.

b. Organic mulch should be applied on top of the soil within the TPZ at a depth of three (3) to four (4) inches. Excessive mulch over four (4) in depth can inhibit penetration of rainfall and irrigation to the roots.

c. Root pruning at the outer edge of the TPZ is recommended to lessen construction impact to the trees in the TPZ. If work into the TPZ is approved, root pruning shall be required.

d. Trenching of utilities, irrigation pipes, etc. should be accomplished outside the TPZ. If pipes must be installed within the TPZ, root pruning or boring shall be done and the Urban Forester shall be made aware of the planned trenching or boring activities and given an opportunity to decide which method is the most appropriate.

e. Prohibited activities within the TPZ include, driving, parking, storing materials, dumping waste or paint, concrete washout, adding fill soil and soil excavation/grading.

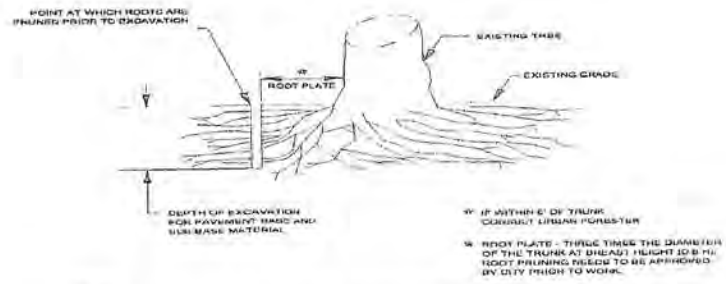
3. **Tree Barricade and Protection Requirements**

a. A sturdy wooden or metal fence shall be erected around all TPZ's on the construction site before any clearing or construction activities begin. The fence shall have two (2) x four (4) inch posts or "w" channel metal sign posts driven into the ground at the outside edge of the TPZ at eight (8) feet maximum spacing. A top rail or heavy gauge wire shall run along the top of the posts to support the flexible mesh fencing material.

b. The TPZ barricade fence shall remain standing until all construction activities have been completed. If the fence must be taken down for any reason, the City Urban Forester shall be advised of the activity and given an opportunity to be present when the fence is temporarily taken down. The fence shall be put back immediately after work is done.

c. TPZ barricade fences shall not be moved or allowed to collapse. It is the responsibility of the builder to maintain the TPZ fences in good condition. If the barricade is to be removed for any reason, the City shall be notified of the reason why and barricade shall not be removed until authorized to do so.

ROOT PRUNING DETAIL



NOTES:
1) CUTS ARE TO BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A DOSCO OR VERMEER ROOT PRUNER).
2) INSTALL ORANGE PLASTIC MESH TREE BARRIER, WITH REBAR SUPPORTS, AT POINT OF PRUNING AND CONTINUE COMPLETELY AROUND TREE, PROTECTING THE AREA WITHIN THE DRIP LINE (EXTENT OF OUTER BRANCHES).
3) ROOT PRUNING PROCEDURE MUST BE DONE AND INSPECTED PRIOR TO ISSUANCE OF A BUILDING PERMIT OR GRADING AND FILLING PERMIT.

City of Port St. Lucie Project No. PIE-NN

Landscape Design Associates
700 SW Port St. Lucie Blvd
Port St. Lucie, FL 34953
772.871.6800 (P) 772.871.6816 (F)

Revision	
Date	Comments
10.13.16	Per SPRC Comments
10.14.16	Per SPRC Comments

Scale: n/a
Drawn By: BM
Checked By: SM
CADD No.: 16-0172-5.dwg
Date: 10.5.16

Starbucks
City of Port St. Lucie
Tree Protection Details

SANNE MARCUS
10.13.16
FL LICENSE

LD-03

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7K
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Procurement Management Director
Jesus Merejo, Interim Assistant City Manager – Utility Systems Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: E-Bid # 20160197 - Replacement of Lift Station SP-30 Construction Project

Submittal Date: 12/14/2016

STRATEGIC PLAN LINK: Goals 2018, Goal 3, Balanced and Responsible Sustainable Growth, "Aging City infrastructure needing maintenance, upgrade or replacement"

BACKGROUND: The Southport Lift Station #SP-30 Replacement project is being proposed to replace an existing forty (40) year old wastewater lift station. The scope of work will consist of the construction of a new lift station and related appurtenances (on City-owned property); demolition of the existing wastewater lift station wet well and valve vault, electrical controls and the fenced enclosure; the construction of approximately ninety three (93) LF of new six (6) inch force main; the construction of approximately two hundred fifteen (215) LF of new eight (8) inch low pressure main; the construction of approximately two hundred seventy five (275) LF of a new two (2) inch fiber optic cable; new sanitary sewer and manholes to redirect the flow to the new lift station; and miscellaneous appurtenance and access improvements to and around the new lift station. The work zone shown on the attached location map is generally described as being on Belcrest Street, south of Walton Road adjacent to the Midport Water Booster Pump Station.

An E-Bid was issued on September 24, 2016 for this work. There were one thousand four hundred one (1,401) potential suppliers notified with thirty seven (37) listed as plan holders. Three (3) bids were received on November 9, 2016.

ANALYSIS: The proposals were reviewed by staff. Felix Associates of Florida, Inc. provides the best value to the City and meets the City's standards. Felix Associates has performed numerous projects for the City and has provided the City with quality service for more than a decade.

FINANCIAL INFORMATION: Funds are available in the Renewal & Replacement Fund #438 / Lift Stations / Improvements O/T Building

LEGAL INFORMATION: Reviewed by Ella Gilbert on 12/21/2016 and approved as to form.

STAFF RECOMMENDATION: Approval of Award and Contract #20160197 with Felix Associates of Florida, Inc. in the amount of $380,133.65, plus a one-time Indemnification Fee of $10.00. The Contract period will be one hundred fifty (150) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

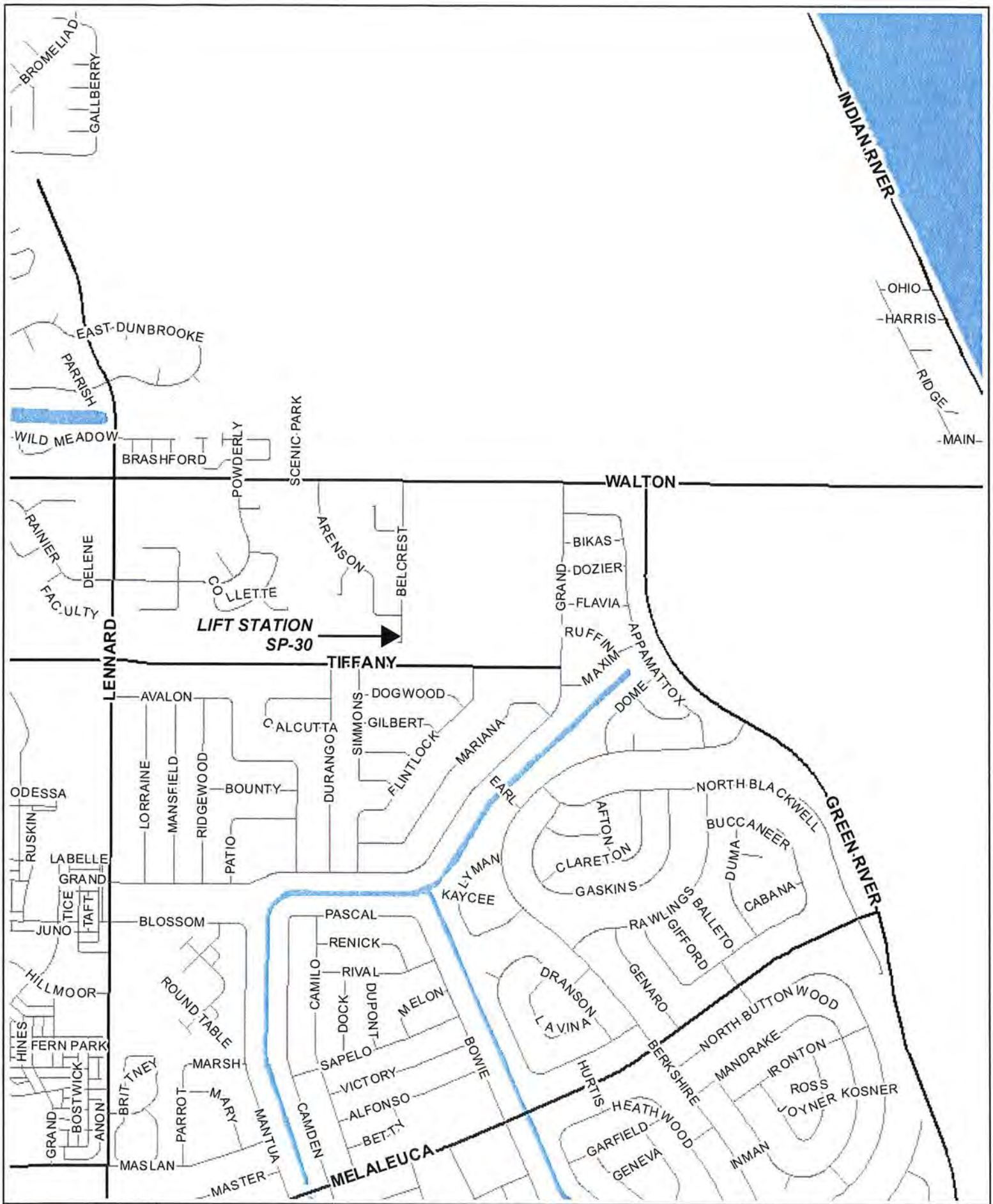
REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: The SP-30 Lift Station is located on Belcrest Street, south of Walton Road

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

*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
DEC 7 2 2016
CITY MANAGER'S OFFICE



LIFT STATION SP-30

Bellcrest Street

Map produced by the City of Port St Lucie City Council Map Generator Website on: 8/19/2016

Scale:

0 0.1 0.2 0.4

mi

E-BID TABULATION REPORT

REPLACEMENT OF LIFT STATION #SP-30 CONSTRUCTION PROJECT

OPENED: 11/9/2016 - 3:00:00 PM

SCHEDULE "A"

Line Item	Pay Item No.	Description	Unit	Quan.	Felix Associates Unit Price	Felix Associates Total Cost	Murray Logan Construction Unit Price	Murray Logan Construction Total Cost	Intercounty Engineering Unit Price	Intercounty Engineering Total Cost
1	33.3030 -1	Mobilization/Demobilization	LS	1	$ 17,750.00	$ 17,750.00	$ 14,000.00	$ 14,000.00	$ 22,500.00	$ 22,500.00
2	33.3030 -2	Maintenance of Traffic (F&I)	LS	1	$ 470.00	$ 470.00	$ 4,000.00	$ 4,000.00	$ 7,250.00	$ 7,250.00
3	33.3030 -3	Pre-Construction Survey Lay-out (F&I)	LS	1	$ 2,209.00	$ 2,209.00	$ 1,900.00	$ 1,900.00	$ 3,870.00	$ 3,870.00
4	33.3030 -4	Post Construction Survey & As-Built Drawings (F&I)	LS	1	$ 2,209.00	$ 2,209.00	$ 4,400.00	$ 4,400.00	$ 6,160.00	$ 6,160.00
5	33.3030 -5	Erosion and Pollution Control (F&I)	LS	1	$ 637.00	$ 637.00	$ 6,000.00	$ 6,000.00	$ 3,200.00	$ 3,200.00
6	33.3030 -6	Density Testing (F&I)	EA	40	$ 178.00	$ 7,120.00	$ 75.00	$ 3,000.00	$ 55.00	$ 2,200.00
7	33.3030 -7	Concrete Slump & Compression Testing (F&I)	EA	3	$ 375.00	$ 1,125.00	$ 106.00	$ 318.00	$ 200.00	$ 600.00
8	33.3030 -8	Clearing & Grubbing (F&I)	LS	1	$ 3,203.00	$ 3,203.00	$ 5,180.00	$ 5,180.00	$ 7,200.00	$ 7,200.00
9	33.3030 -9	Fine Grade, 1" Below Finish Grade (F&I)	LS	1	$ 1,332.00	$ 1,332.00	$ 1,805.00	$ 1,805.00	$ 9,000.00	$ 9,000.00
10	33.3030 -10	2 Ply 40 ml Visqueen & Gravel (F&I)	SY	54	$ 38.00	$ 2,052.00	$ 21.60	$ 1,166.40	$ 67.00	$ 3,618.00
11	33.3030 -11	6" Concrete Slab (4000 psi w/ Fiber Mesh) (F&I)	SY	68	$ 185.00	$ 12,580.00	$ 52.50	$ 3,570.00	$ 120.00	$ 8,160.00
12	33.3030 -12	6" Concrete Driveway Turnout (4000 psi w/ Fiber Mesh) (F&I)	SY	107	$ 182.00	$ 19,474.00	$ 52.00	$ 5,564.00	$ 120.00	$ 12,840.00
13	33.3030 -13	Dewatering	LS	1	$ 6,932.00	$ 6,932.00	$ 46,220.00	$ 46,220.00	$ 15,900.00	$ 15,900.00
14	33.3030 -14	Existing Lift Station Bypass (F&I)	LS	1	$ 12,870.00	$ 12,870.00	$ 21,900.00	$ 21,900.00	$ 47,000.00	$ 47,000.00
15	33.3030 -15	Existing Lift Station Demolition (F&I)	LS	1	$ 8,690.00	$ 8,690.00	$ 12,200.00	$ 12,200.00	$ 21,200.00	$ 21,200.00
16	33.3030 -16	10" C900 DR-18 Sanitary Sewer (F&I)	LF	34	$ 166.00	$ 5,644.00	$ 236.00	$ 8,024.00	$ 225.00	$ 7,650.00
17	33.3030 -17	6" C900 DR18 Force Main (F&I)	LF	93	$ 24.00	$ 2,232.00	$ 43.30	$ 4,026.90	$ 43.00	$ 3,999.00
18	33.3030 -18	8" C900 DR18 Low Pressure Main (F&I)	LF	215	$ 23.00	$ 4,945.00	$ 32.10	$ 6,901.50	$ 40.00	$ 8,600.00
19	33.3030 -19	C-153, 350 PSI, D.I.P Fittings and Restraints (F&I)	TN	3.5	$ 160.00	$ 560.00	$ 5,300.00	$ 18,550.00	$ 1,535.00	$ 5,372.50
20	33.3030 -20	6" Check Valves	EA	3	$ 2,030.00	$ 6,090.00	$ 2,100.00	$ 6,300.00	$ 1,900.00	$ 5,700.00
21	33.3030 -21	6" Plug Valves	EA	3	$ 1,377.00	$ 4,131.00	$ 968.00	$ 2,904.00	$ 1,200.00	$ 3,600.00
22	33.3030 -22	2" Automatic Air Release Valve (F&I)	EA	1	$ 2,256.00	$ 2,256.00	$ 2,048.00	$ 2,048.00	$ 2,700.00	$ 2,700.00
23	33.3030 -23	Functional Testing - Force Main (F&I)	LS	1	$ 250.00	$ 250.00	$ 3,010.00	$ 3,010.00	$ 1,800.00	$ 1,800.00
24	33.3030 -24	Tie-in to existing Force Main (F&I)	LS	1	$ 3,518.00	$ 3,518.00	$ 2,848.00	$ 2,848.00	$ 1,900.00	$ 1,900.00
25	33.3030 -25	Cap Existing Force Main (F&I)	LS	1	$ 1,485.00	$ 1,485.00	$ 1,266.00	$ 1,266.00	$ 600.00	$ 600.00
26	33.3030 -26	Functional Testing - Sanitary Sewer System (F&I)	LS	1	$ 278.00	$ 278.00	$ 1,380.00	$ 1,380.00	$ 1,800.00	$ 1,800.00
27	33.3030 -27A	Lift Station Complete (F&I) with Flygt Pumps	LS	1	$ 141,800.00	$ 141,800.00	$ 264,000.00	$ 264,000.00	$ 259,300.00	$ 259,300.00
28	33.3030 -28	Electrical Service (Complete) (F&I)	LS	1	$ 26,186.00	$ 26,186.00	$ 8,300.00	$ 8,300.00	$ 6,000.00	$ 6,000.00
29	33.3030 -29	Control Panel with Fiber Optic Communication (F&I)	LS	1	$ 43,000.00	$ 43,000.00	$ 67,600.00	$ 67,600.00	$ 6,800.00	$ 6,800.00
30	33.3030 -30	6' Chain Link Fence, (w/2-10' Gates) (F&I)	LS	1	$ 12,350.00	$ 12,350.00	$ 14,300.00	$ 14,300.00	$ 15,640.00	$ 15,640.00
31	33.3030 -31	Temporary 6' Chain Link Fence (F&I)	LS	1	$ 1,105.00	$ 1,105.00	$ 5,643.00	$ 5,643.00	$ 800.00	$ 800.00
32	33.3030 -32	Seed and Mulch (F&I)	SY	972	$ 2.00	$ 1,944.00	$ 1.54	$ 1,496.88	$ 4.00	$ 3,888.00
33	33.3030 -33	Floratam Sod (F&I)	SY	379	$ 5.35	$ 2,027.65	$ 6.10	$ 2,311.90	$ 6.00	$ 2,274.00
34	33.3030 -34	Water Service Assembly (F&I)	LS	1	$ 3,435.00	$ 3,435.00	$ 1,531.00	$ 1,531.00	$ 6,000.00	$ 6,000.00
35	33.3030 -35	Cementitious Grout for Existing 6" FM (F&I)	LF	50	$ 7.00	$ 350.00	$ 13.48	$ 674.00	$ 46.00	$ 2,300.00
36	33.3030 -36	Cementitious Grout for Existing 6" LPM (F&I)	LF	265	$ 14.00	$ 3,710.00	$ 7.22	$ 1,913.30	$ 16.00	$ 4,240.00
37	33.3030 -37	Sanitary Manhole (F&I)	LS	1	$ 12,171.00	$ 12,171.00	$ 21,090.00	$ 21,090.00	$ 16,300.00	$ 16,300.00
38	33.3030 -38	Culvert (F&I)	LS	1	$ 2,891.00	$ 2,891.00	$ 5,620.00	$ 5,620.00	$ 3,000.00	$ 3,000.00
39	33.3030 -39	Site Fill and Grade (F&I)	CY	100	$ 21.00	$ 2,100.00	$ 42.95	$ 4,295.00	$ 27.00	$ 2,700.00
40	33.3030-40	8" Drain (F&I)	LF	26	$ 85.00	$ 2,210.00	$ 40.90	$ 1,063.40	$ 94.00	$ 2,444.00
41	33-3030-41	Cementitous Grout for Existing 8" Drain (F&I)	LF	76	$ 22.00	$ 1,672.00	$ 10.94	$ 831.44	$ 38.00	$ 2,888.00
42	33.3030-42	Tie-In to Existing 6" LPM (F&I)	LS	1	$ 730.00	$ 730.00	$ 1,089.00	$ 1,089.00	$ 4,000.00	$ 4,000.00
43	33.3030.43	Odor Scrubber (F&I)	LS	1	$ 2,935.00	$ 2,935.00	$ 1,527.00	$ 1,527.00	$ 2,300.00	$ 2,300.00
44					BID TOTAL	$ 390,658.65		$ 591,767.72		$ 555,293.50

DEDUCT 27A	Lift Station Complete (F&I) with Flygt Pumps	LS	1	$ (141,800.00)	$ (141,800.00)	$ (264,000.00)	$ (264,000.00)	$ 259,300.00	$ 259,300.00
ADD 27 B	Lift Station Complete (F&I) with Grundfos Pumps	LS	1	$ 131,275.00	$ 131,275.00	$ 272,000.00	$ 272,000.00	$ (270,300.00)	$ (270,300.00)
			ALTERNATE TOTAL		$ (10,525.00)		$ 8,000.00		$ (11,000.00)
			REVISED BID TOTAL		$ 380,133.65		$ 599,767.72		$ 544,293.50

1	Acknowledged all Addenda.	Yes		Yes		Yes
2	Submitted original 5% Bid Bond.	Yes		Copy Only		Yes
3	Copy of current Insurance.	Yes		Yes		Yes
4	Review & accepted all City terms & conditions.	Yes		Yes		Yes

E-BID TABULATION REPORT

REPLACEMENT OF LIFT STATION #SP-30 CONSTRUCTION PROJECT

OPENED: 11/9/2016 - 3:00:00 PM

SCHEDULE "A"

					Felix Associates		Murray Logan Construction		Intercounty Engineering	
Line Item	Pay Item No.	Description	Unit	Quan.	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
	5	Submitted all licenses to perform the work.				Yes		Yes		Yes
	6	Submitted Questionnaire.				Yes		Yes		Yes
	7	Submitted all required forms.				Yes		Yes		Yes
	8	Listed all subcontractors.				Yes		Yes		Not listed
	9	Submitted 5 projects similar in nature to this Bid.				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
	11	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?				None		None		None
	12	Any judgments from lawsits in the last 5 years?				None		None		None
	13	Any criminal violations and/or convictions of the Bidder and/or any of the partners?				None		None		None
	14	Accepts Visa.				No		No		No
	15	Discount using Visa.				N/A		N/A		N/A
	16	Submitted W-9 form.				Yes		Yes		Yes
	17	Vendor Code of Ethics form				Yes		Yes		Yes

ADDENDUM #5 - E-BID #20160197

E-BID REPLY EXCEL SPREADSHEET

REPLACEMENT OF LIFT STATION #SP-30 CONSTRUCTION PROJECT

October 24, 2016

SCHEDULE "A"

COMPANY NAME: Felix Associates of Florida, Inc.

Line Item	Pay Item No.	Description	Unit	Quan.	Unit Price	Total Cost
1	33.3030 -1	Mobilization/Demobilization	LS	1	$ 17,750.00	$ 17,750.00
2	33.3030 -2	Maintenance of Traffic (F&I)	LS	1	$ 470.00	$ 470.00
3	33.3030 -3	Pre-Construction Survey Lay-out (F&I)	LS	1	$ 2,209.00	$ 2,209.00
4	33.3030 -4	Post Construction Survey & As-Built Drawings (F&I)	LS	1	$ 2,209.00	$ 2,209.00
5	33.3030 -5	Erosion and Pollution Control (F&I)	LS	1	$ 637.00	$ 637.00
6	33.3030 -6	Density Testing (F&I)	EA	40	$ 178.00	$ 7,120.00
7	33.3030 -7	Concrete Slump & Compression Testing (F&I)	EA	3	$ 375.00	$ 1,125.00
8	33.3030 -8	Clearing & Grubbing (F&I)	LS	1	$ 3,203.00	$ 3,203.00
9	33.3030 -9	Fine Grade, 1" Below Finish Grade (F&I)	LS	1	$ 1,332.00	$ 1,332.00
10	33.3030 -10	2 Ply 40 ml Visqueen & Gravel (F&I)	SY	54	$ 38.00	$ 2,052.00
11	33.3030 -11	6" Concrete Slab (4000 psi w/ Fiber Mesh) (F&I)	SY	68	$ 185.00	$ 12,580.00
12	33.3030 -12	6" Concrete Driveway Turnout (4000 psi w/ Fiber Mesh) (F&I)	SY	107	$ 182.00	$ 19,474.00
13	33.3030 -13	Dewatering	LS	1	$ 6,932.00	$ 6,932.00
14	33.3030 -14	Existing Lift Station Bypass (F&I)	LS	1	$ 12,870.00	$ 12,870.00
15	33.3030 -15	Existing Lift Station Demolition (F&I)	LS	1	$ 8,690.00	$ 8,690.00
16	33.3030 -16	10" C900 DR-18 Sanitary Sewer (F&I)	LF	34	$ 166.00	$ 5,644.00
17	33.3030 -17	6" C900 DR18 Force Main (F&I)	LF	93	$ 24.00	$ 2,232.00
18	33.3030 -18	8" C900 DR18 Low Pressure Main (F&I)	LF	215	$ 23.00	$ 4,945.00
19	33.3030 -19	C-153, 350 PSI, D.I.P Fittings and Restraints (F&I)	TN	3.5	$ 160.00	$ 560.00
20	33.3030 -20	6" Check Valves	EA	3	$ 2,030.00	$ 6,090.00
21	33.3030 -21	6" Plug Valves	EA	3	$ 1,377.00	$ 4,131.00
22	33.3030 -22	2" Automatic Air Release Valve (F&I)	EA	1	$ 2,256.00	$ 2,256.00
23	33.3030 -23	Functional Testing - Force Main (F&I)	LS	1	$ 250.00	$ 250.00
24	33.3030 -24	Tie-in to existing Force Main (F&I)	LS	1	$ 3,518.00	$ 3,518.00
25	33.3030 -25	Cap Existing Force Main (F&I)	LS	1	$ 1,485.00	$ 1,485.00
26	33.3030 -26	Functional Testing - Sanitary Sewer System (F&I)	LS	1	$ 278.00	$ 278.00
27	33.3030 -27A	Lift Station Complete (F&I) with Flygt Pumps	LS	1	$ 141,800.00	$ 141,800.00
28	33.3030 -28	Electrical Service (Complete) (F&I)	LS	1	$ 26,186.00	$ 26,186.00
29	33.3030 -29	Control Panel with Fiber Optic Communication (F&I)	LS	1	$ 43,000.00	$ 43,000.00
30	33.3030 -30	6' Chain Link Fence, (w/2-10' Gates) (F&I)	LS	1	$ 12,350.00	$ 12,350.00
31	33.3030 -31	Temporary 6' Chain Link Fence (F&I)	LS	1	$ 1,105.00	$ 1,105.00
32	33.3030 -32	Seed and Mulch (F&I)	SY	972	$ 2.00	$ 1,944.00
33	33.3030 -33	Floratam Sod (F&I)	SY	379	$ 5.35	$ 2,027.65
34	33.3030 -34	Water Service Assembly (F&I)	LS	1	$ 3,435.00	$ 3,435.00
35	33.3030 -35	Cementitious Grout for Existing 6" FM (F&I)	LF	50	$ 7.00	$ 350.00
36	33.3030 -36	Cementitious Grout for Existing 6" LPM (F&I)	LF	265	$ 14.00	$ 3,710.00
37	33.3030 -37	Sanitary Manhole (F&I)	LS	1	$ 12,171.00	$ 12,171.00
38	33.3030 -38	Culvert (F&I)	LS	1	$ 2,891.00	$ 2,891.00
39	33.3030 -39	Site Fill and Grade (F&I)	CY	100	$ 21.00	$ 2,100.00
40	33.3030-40	8" Drain (F&I)	LF	26	$ 85.00	$ 2,210.00
41	33-3030-41	Cementitous Grout for Existing 8" Drain (F&I)	LF	76	$ 22.00	$ 1,672.00
42	33.3030-42	Tie-In to Existing 6" LPM (F&I)	LS	1	$ 730.00	$ 730.00
43	33.3030.43	Odor Scrubber (F&I)	LS	1	$ 2,935.00	$ 2,935.00
44					**BID TOTAL**	**$ 390,658.65**

DEDUCT 27A	Lift Station Complete (F&I) with Flygt Pumps	LS	1		$ -
ADD 27 B	Lift Station Complete (F&I) with Grundfos Pumps	LS	1	$ 131,275.00	$ 131,275.00
				ALTERNATE TOTAL	**$ 131,275.00**

Note: Unit prices are limited to two decimals. Example: $5.25 is acceptable & $5.2555 is not acceptable.

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid #20160197
(E-Bid)

REPLACEMENT OF LIFT STATION SP-30 CONSTRUCTION PROJECT

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

E-Bid Reply Sheet / Questionnaire
E-Bid #20160197
Replacement of Lift Station SP-30 Construction Project

1. **COMPANY NAME**: Felix Associates of Florida, Inc.

DIVISION OF: N/A

PHYSICAL ADDRESS: 8526 SW Kansas Avenue, Stuart, FL 34997

MAILING ADDRESS: 8526 SW Kansas Avenue

CITY, STATE, ZIP CODE: Stuart, FL 34997

TELEPHONE NUMBER: (772) 220-2722 FAX NO. (772) 220-2728
CONTACT PERSON: Benjamin Miller E-MAIL: bmiller@felixassociates.net

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

Is the firm incorporated? Yes If yes, in what state? Florida

Vincent J. Amato
President
Benjamin M. Miller
Vice President
John Breslin
Treasurer

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

Is firm a minority business: No; Does firm have a drug-free workplace program: Yes
If no, is your company planning to implement such a program? Not at this time

Is the firm claiming Local Preference under Chapter 35.12? Yes

Total number of staff at this location: 73

Total number of staff for your firm within the Treasure Coast area: 73

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

Addendum Number	Date Issued
#1,#2,#3	10/20/2016
#4, #5	10/24/2016

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

5. **BID RESPONSE:**

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

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

5.3 Bid Reply Total from Schedule "A" on Lines #1 - 39: $ 390,655.05

(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/Questionnaire 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.	Pay Item No.	Description	Unit	Quantity
1	33.3030 -1	Mobilization/Demobilization	LS	1
2	33.3030 -2	Maintenance of Traffic (F&I)	LS	1
3	33.3030 -3	Pre-Construction Survey Lay-out (F&I)	LS	1
4	33.3030 -4	Post Construction Survey & As-Built Drawings (F&I)	LS	1
5	33.3030 -5	Erosion and Pollution Control (F&I)	LS	1
6	33.3030 -6	Density Testing (F&I)	EA	40
7	33.3030 -7	Concrete Slump & Compression Testing (F&I)	EA	3
8	33.3030 -8	Clearing & Grubbing (F&I)	LS	1
9	33.3030 -9	Fine Grade, 1" Below Finish Grade (F&I)	LS	1
10	33.3030 -10	2 Ply 40 ml Visqueen & Gravel (F&I)	SY	54
11	33.3030 -11	6" Concrete Slab (4000 psi w/ Fiber Mesh) (F&I)	SY	68
12	33.3030 -12	6" Concrete Driveway Turnout (4000 psi w/ Fiber Mesh) (F&I)	SY	107
13	33.3030 -13	Dewatering	LS	1
14	33.3030 -14	Existing Lift Station Bypass (F&I)	LS	1
15	33.3030 -15	Existing Lift Station Demolition (F&I)	LS	1
16	33.3030 -16	10" C900 DR-18 Sanitary Sewer (F&I)	LF	34
17	33.3030 -17	6" C900 DR18 Force Main (F&I)	LF	93
18	33.3030 -18	8" C900 DR18 Low Pressure Main (F&I)	LF	215

19	33.3030 -19	C-153, 350 PSI, D.I.P Fittings and Restraints (F&I)	TN	2.5
20	33.3030 -20	6" Check Valves	EA	3
21	33.3030 -21	6" Plug Valves	EA	3
22	33.3030 -22	2" Automatic Air Release Valve (F&I)	EA	1
23	33.3030 -23	Functional Testing - Force Main (F&I)	LS	1
24	33.3030 -24	Tie-in to existing Force Main (F&I)	LS	1
25	33.3030 -25	Cap Existing Force Main (F&I)	LS	1
26	33.3030 -26	Functional Testing - Sanitary Sewer System (F&I)	LS	1
27	33.3030 -27	Lift Station Complete (F&I)	LS	1
28	33.3030 -28	Electrical Service (Complete) (F&I)	LS	1
29	33.3030 -29	Control Panel with Fiber Optic Communication (F&I)	LS	1
30	33.3030 -30	6' Chain Link Fence, (w/2-10' Gates) (F&I)	LS	1
31	33.3030 -31	Temporary 6' Chain Link Fence (F&I)	LS	1
32	33.3030 -32	Seed and Mulch (F&I)	SY	972
33	33.3030 -33	Floratam Sod (F&I)	SY	379
34	33.3030 -34	Water Service Assembly (F&I)	LS	1
35	33.3030 -35	Cementitious Grout for Existing 6" FM (F&I)	LF	50
36	33.3030 -36	Cementitious Grout for Existing 6" LPM (F&I)	LF	265
37	33.3030 -37	Sanitary Manhole (F&I)	LS	1
38	33.3030 -38	Culvert (F&I)	LS	1
39	33.3030 -39	Site Fill and Grade (F&I)	CY	100

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 award the bid items listed above in their entirety or partially. In the event that a partial list is awarded, the City reserves the right to adjust the total bid amount by deleting those items not included in the award.

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) lift station 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: Snug Basin Lift Station Sewer Expansion

Description: Rehab Lift Station, Install 4000 LF of 3" LPFM By Direction Drill

Location: Stuart FL.

Client Name, Email and Phone Number: City of Stuart. Dave Peters (772) 288-1292

Value of Total Contract: 262,365.94

Firm's Percentage of Total Contract: 100

Date of Completion: 1-31-14

Number of Change Orders: 3

Value of Change Orders: 31,000

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: Ames Lift Station Rehab

Description: Replace Pumps, Clean L/S + Reline.

Location: Ames Road Jupiter Fl.

Client Name, Email and Phone Number: South Martin Regional Utility 772-545-0100 Monica Shaker.

Value of Total Contract: 109,920.00

Firm's Percentage of Total Contract: 100

Date of Completion: 8/31/14

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: FPL St Lucie - Turnpike 230 KV Transmission Line

Description: 19 miles of Concrete Encased duct Bank w/ Direction Bore.

Location: Port St. Lucie

Client Name, Email and Phone Number: FPL, Rusty Hurt - Rusty.Hurt @ FPL.com

Replacement of Lift Station SP-30

Value of Total Contract: 23,029,731.00

Firm's Percentage of Total Contract: 90%

Date of Completion: 11/1/16

Number of Change Orders: 10

Value of Change Orders: 1,013,529.00

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 4

Project Name: North Jupiter Distribution Improvement

Description:

Location: Jupiter

Client Name, Email and Phone Number:

Value of Total Contract: 2,096,069.01

Date of Completion: 4/1/17

Firm's Percentage of Total Contract: 90

Number of Change Orders: 3

Value of Change Orders: 4500.00

Was Project Completed on Schedule: Still in Progress

Was Project Completed within Budget? Still in Progress

Project Number 5

Project Name:

Description: See Attached

Location:

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.

SEE ATTACHED

5.5 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:

5.6 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)

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

None

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

5.8 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) Benjamin Miller 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

Vice President
Title

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

FELIX ASSOCIATES OF FLORIDA, INC.
CORPORATE SEAL 2009
FLORIDA

JOHN BRESLIN, SECRETARY

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Felix Associates of Florida, 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

November 1, 2016
Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160197
PROJECT TITLE: Replacement of Lift Station Sp-30 Construction Project

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: 1589 SE Belcrest Street, Port St. Lucie Florida 34952

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:

   $3,500 — Dollars
   (Written) Thirty five hundred dollars & no cents (Figures) $ 3500.00

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

Certified: Felix Associates of Florida, Inc.
(Company-Contractor)
By: Vincent Amato
(President's Printed Name)

Sworn to and subscribed before me in Port St Lucie County, Florida on the 1 day of November, 2016.

RUSSELL COMBS
Notary Public - State of Florida
My Comm. Expires May 5, 2017
Commission # EE 864148
Bonded Through National Notary Assn.

NOTARY PUBLIC

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 Felix Associates of Florida, Inc.

Signature _____

Printed Name and Title Benjamin Miller – Vice President

Date November 1, 2016

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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FELIX ASSOCIATES OF FLORIDA, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8526 SW KANSAS AVENUE

Requester's name and address (optional)

City, state, and ZIP code
STUART FL 34997

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 6 - 4 2 9 9 3 3 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).

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 ▶ 01/29/16

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
19270 PINETREE DR.
JUPITER FL 33469

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

CGC1507744 ISSUED: 08/16/2016

CERTIFIED GENERAL CONTRACTOR
AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date AUG 31, 2018 L1608160002355

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC1507744	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
19270 PINETREE DR.
JUPITER FL 33469

ISSUED: 08/16/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608160002365

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

MILLER, BENJAMIN MICHAEL
FELIX ASSOCIATES OF FLORIDA INC
8881 SE WATER OAK PLACE
TEQUESTA FL 33469

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.

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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

CUC1224947 ISSUED: 06/27/2016

CERT UNDERGROUND & EXCAV CNTR
MILLER, BENJAMIN MICHAEL
FELIX ASSOCIATES OF FLORIDA INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date AUG 31, 2018 L1606270000775

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CUC1224947	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MILLER, BENJAMIN MICHAEL
FELIX ASSOCIATES OF FLORIDA INC
8526 S W KANSAS AVE
STUART FL 34997

ISSUED: 06/27/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606270000775

FELIASS-03 SSNITKOFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/4/2016

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

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

PRODUCER
Brown & Brown of New York Inc.
800 Westchester Avenue, N-311
Rye Brook, NY 10573

CONTACT NAME:
PHONE (A/C, No, Ext): (914) 337-1833 FAX (A/C, No): (914) 337-1596
E-MAIL ADDRESS: info@bbinsny.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liability Company	38318
INSURER B: RSUI Indemnity Company	22314
INSURER C: AGCS Marine Insurance Co	22837
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Felix Associates of Florida Inc
8526 SW Kansas Avenue
Stuart, FL 34997

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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 Poll $1M/2M X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	1000090305151	12/31/2015	12/31/2016	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			SISIPCA08222915	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			1000095184151	12/31/2015	12/31/2016	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
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		100 0001956-0	12/31/2015	12/31/2016	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Excess Liability			NHA074150	12/31/2015	12/31/2016	Occurrence/Aggregate		5,000,000
C	Installation Floater			MXI 93070479	12/31/2015	12/31/2016			2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lucca Properties, LLC is included as an additional insured if required by a written contract. Waiver of subrogation applies on the GL policy if required by a written contract.

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
M. F. Rollins III

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Felix Associates of Florida, Inc.
8526 SW Kansas Avenue
Stuart, FL 34997

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

Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste. 100
Bala Cynwyd, PA 19004

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $ Five Percent of Bid Amount

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

Replacement of Lift Station SP-30 Construction Project #20160197

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.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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Signed and sealed this 9th day of November, 2016

Felix Associates of Florida, Inc.

(Principal) *(Seal)*

(Witness) RUSSELL COMBS, CONTROLLER

(Title) BENJAMIN MILLER, VP

Philadelphia Indemnity Insurance Company

(Surety) *(Seal)*

(Witness) Stephanie Foy

(Title) Lisa Nosal, Atty-in-fact

FELIX ASSOCIATES OF FLORIDA INC. CORPORATE SEAL 2009 FLORIDA

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User Notes: (877099080)

ACKNOWLEDGEMENT OF SURETY

State of New Jersey]
|-ss
County of Passaic]

On 11/9/2016, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Philadelphia Indemnity Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:

Notary Public

STEPHANIE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 27, 2018

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Louis A. Vlahakas, Robert Culnen, Joseph W. Mallory, Lisa Nosal, and Stephanie Foy of C&H Agency, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kesteski, Notary Public
Lower Merion Twp. Montgomery County
My Commission Expires Dec. 18, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: _____

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of November, 2016 .

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

Admitted Assets	As of December 31, 2015	2014
Bonds (fair value $6,007,876 and $6,153,215)	$ 5,821,420	$ 5,869,602
Preferred stocks (fair value $64,498 and $59,525)	62,617	59,413
Common stocks (cost $104,587 and $110,951)	88,259	97,616
Mortgage loans	154,042	21,402
Other invested assets (cost $194,804 and $156,141)	196,159	154,549
Derivatives	185	-
Cash, cash equivalents and short-term investments	32,936	45,054
Cash and invested assets	6,355,618	6,247,636
Premiums receivable, agents' balances and other receivables	734,983	673,590
Reinsurance receivable on paid losses	25,869	27,162
Accrued investment income	67,892	65,074
Receivable from affiliates	393	4,104
Net deferred tax asset	174,553	164,545
Other assets	2,200	106
Total admitted assets	$ 7,361,508	$ 7,182,217

Liabilities and Capital and Surplus		
Liabilities:		
Net unpaid losses and loss adjustment expenses	$ 3,514,230	$ 3,169,910
Net unearned premiums	1,342,996	1,260,065
Reinsurance payable on paid loss and loss adjustment expenses	11,618	3,747
Ceded reinsurance premiums payable	63,634	63,104
Commissions payable, contingent commissions and other similar charges	240,901	226,034
Federal income taxes payable	11,612	13,990
Accrued expenses and other liabilities	36,426	50,281
Payable to affiliates	11,824	9,877
Provision for reinsurance	554	1,000
Payable for purchased securities	80,193	46,833
Total liabilities	5,313,988	4,844,841
Capital:		
Common stock, par value of $10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	3,600
Surplus:		
Gross paid-in and contributed surplus	386,071	386,970
Unassigned surplus	1,656,949	1,946,806
Total surplus	2,043,020	2,333,776
Total capital and surplus	2,047,520	2,337,376
Total liabilities and capital and surplus	$ 7,361,508	$ 7,182,217

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 6th day of June 2016.

Kimberly Kessleski, Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Felix Associates - Current Completed Projects

Project Name	Owner	Contact	Address	Telephone	Email	Contract Number	Contract Amount	Change Orders	Final Contract Amount	On Schedule (Y/N)	Project Description
St. Lucie - Turnpike 230 kV Transmission Line Project	Florida Power & Light	Rusty Hurt	700 Universe Blvd, Juno Beach, FL 33408	(772) 486-5818	Rusty.Hurt@fpl.com		$ 23,029,731.00	$ 1,013,529.00	$ 24,043,260.00	YES	Approximately 13 miles of concrete encased duct bank from the PSL Nuclear Power Plant to the Port St. Lucie Blvd substation, including 3 jack and bores and 4 horizontal directional drills, excluding the Indian River crossing.
Underground Utility Construction Services, Work Order #1, Snug Basin Sewer Expansion	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	RFQL No. 2015-156	$ 296,887.00	$ 21,181.00	$ 318,068.00	Yes	6,400 LF of low pressure force main ranging in size from 2" to 3" HDPE and PVC. Lift Station modifications and pump replacement. Installation performed using directional drilling methods and open trench at tie ins and fittings.
Lee Vista Boulevard to Innovation Way North	Orange County	Bill Hank	9150 Curry Ford Rd, 32825, FL 32825	(407) 947-9601	Bill.Hank@ocfl.net	Y14-7002	$ 10,845,098.25	$ 102,196.10	$ 10,947,294.35	YES	57,000 LF of 30" DIP and 30" PVC, with several 42" Jack and bores and one microtunnel.
Southern Service Area Transmission Main Improvements	Orange County	Geoff Hennessy	1230 Hillcrest Street, Orlando, FL 32803	(321) 332-1302	Ghennessy@bfaenvironmental.com	Y13-7051	$ 6,408,625.75	$ 127,045.39	$ 6,535,671.14	YES	4,140 LF of 42" DIP WM & 3,514 LF of 36" DIP WM by open trench, 2,880LF of 42" HDPE WM by HDD.
Floresta Dr. & Canal Park	City of Port St. Lucie	Steve Junglohan	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 871-7640	sjunglohan@cityofpsl.com	20130120	$ 4,241,817.96	$ 76,323.91	$ 4,318,141.87	YES	Construction of park facility with boat ramps, docks, & bathroom facilities. Included landscaping and offsite utility and roadway improvements.
South County Brine Disposal Pipeline	Indian River County	Mike Delaney	1801 27th Street, Vero Beach, FL 32960	(772) 532-7477	mdelaney@ircgov.com	2013038	$ 1,164,853.40	$ (76,651.93)	$ 1,088,201.40	Yes	4,600 LF of 24" PVC Raw WM, 130 LF of 24" Fusible PVC Raw WM mounted to bridge crossing, 1,500 LF of 24" HDPE Raw WM by HDD, 300 LF of 12" PVC Raw WM, and 250 LF of 12" HDPE Raw WM installed by HDD.
Low Pressure Sewer System for the East Osceola & Stypmann Basins	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2012-116, Amendment #2 53-2913	$ 633,919.48	$ (26,700.26)	$ 607,219.22	Yes	14,200 LF of low pressure force main ranging in size from 2" to 6" HDPE and PVC. 600 LF of 8" Gravity Sewer and, removal/replacement of 1 lift station. Lift Station constructed with 2 - 4" 5Hp pumps, panel, and new electrical service. Pressure main installation performed using directional drilling methods and open trench at tie ins and fittings.
Southport Water Main Replacements - 2013	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20130022	$ 1,757,311.20	$ 2,500.00	$ 1,759,811.20	Yes	Replace existing AC WM with PVC WM. 30,500 LF of 6" PVC WM, 785 LF of 8" PVC WM, 9,020 LF of 12" PVC WM. Installation of 31 Fire Hyrdant Assembiles and 420 Water Services by open trench and directional drill.
Low Pressure Sewer System for the Manor/Riverview and Pelican Sewer Basins	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2012-116	$ 1,257,061.28	$ (104,826.10)	$ 1,152,235.18	Yes	Installation of 48,000 LF of low pressure force main collection systems within residential communities. Installation performed using directional drilling methods and open trench at tie ins and fittings.
Repair of Water Distribution System Construction - Phase 1	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	201220024	$ 10,630,388.19	$ (605,424.08)	$ 10,024,964.11	Yes	Replace existing AC WM with PVC WM. 123,500 LF of 6" PVC WM, 14,750 LF of 8" PVC WM, and 63,000 LF of 12" PVC WM. HDD 4,400 LF of 6" HDPE WM, 1,050 LF of 8" HDPE WM, 6,300 LF of 12" HDPE. Installed 184 Fire Hydrants, and 1,399 water services open trench and directional drill.
IRP Phase II Force Main Extension	Martin County	Skip Bossinger	PO Box 9000, Stuart, FL 34995	(772) 221-2353	wbossing@martin.fl.us	P1202192	$ 391,936.05	$ (39,784.41)	$ 352,151.64	Yes	1,400 LF of 12" HDPE FM by HDD, 3,100 LF of 12" PVC FM. Work performed within occupied residential trailer community and railroad ROW.
Becker Rd. Widening Project - Segment #3	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	2010011B	$ 6,551,425.54	$ (32,289.28)	$ 6,519,136.26	Yes	Construction of 6,200 LF of roadway converting and existing 2 lane road to 4 lanes with a median. Work consisted of new drainage, storage (lakes), deflections of existing utilities, concrete flatwork, signalization, and paving.
IRP Phase III Force Main Extension	Martin County	Skip Bossinger	PO Box 9000, Stuart, FL 34995	(772) 221-2353	wbossing@martin.fl.us	P1104251	$ 718,323.83	$ (85,276.91)	$ 633,046.92	Yes	3,600 LF of 12" PVC FM, 4,400 LF of 12" HDPE FM by HDD, and roadway restoration within FDOT ROW.
Water Transmission Main Extension Along Western Indiantown Rd.	Town Of Jupiter	Steven Mantemayor	210 Military Trail, Jupiter, FL 33458	(561) 741-2210	StevenM@Jupiter.fl.us	JW 09-19	$ 1,006,730.50	$ (343,270.35)	$ 663,460.15	Yes	8,300 LF of 16" DIP WM, 2,500 LF of 12" DIP WM, 220 LF of 16" DIP Aerial Crossing, ROW restoration in asphalt and green areas. All work performed within County ROW.
US 19/SR 50 Pump Station and Force Main Replacement	Hernando County	Tom Jones	10210 Highland Manor Dr., Suite 350, Tampa, FL 33610	(813) 630-2500	tom.jones@aecom.com	10-0085	$ 3,273,186.08	$ (5,856.72)	$ 3,267,329.36	Yes	Reconstruction of US19/SR50 Lift Station, prefab electrical room, generator, 3 self priming centrifugal 8" pumps, 10" suction and 12" discharge lines, odor control structure, surge tank, and associates electrical. 15,200 LF of 18" PVC FM, 10,800 LF of 20" PVC FM, 4,600 LF of 18" Fusible PVC by HDD. Work performed in County and FDOT ROWs.
IQ Main: Martin County Interconnect	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2011-259	$ 2,672,818.20	$ (299,596.52)	$ 2,373,221.68	Yes	IQ watermain consisting of 12,000 LF of 16" PVC, 4,800 LF of 12" PVC, and 195 LF of 12" DIP. 350 Lf of 30" HDPE Casing by HDD, 311 kF of 30" Steel Casing by Jack & bore under FDOT and Railroad ROW, 686 LF of 18" HDPE Carrier Pipe in Casing. 4,870 LF of 18" HDPE by HDD, 572 LF of 14" HDPE by HDD, and 12" Bulk Metering Facility with telemetry and power service. Roadway restoration, 12" FM demo and install of 765 LF of new 12" PVC FM. Worked within City, County, and FDOT ROWs.
Rangeline Water Main Extension	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20100101	$ 1,329,625.70	$ (40,657.48)	$ 1,288,968.22	Yes	11,000 LF of 24" PVC WM, 10,500 LF of 16" WM, 760 LF of 12" HDPE Directional Bored Under Canal,12" Meter and Double Check Valve Station
North US1 Utilities Extension Phase III	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 1,015,953.00	$ (111,107.85)	$ 904,845.15	Yes	3,600 LF of 12" PVC WM, 440 LF of 12" HDPE WM, 800 LF of 16" HDPE WM, 1,000 LF of 8" PVC WM. Work performed in US1 ROW with restoration of roadway and green areas.
Eastern Section of the Palm Beach County central Regional Reclaimed Water Pipeline	Florida Power & Light	David Xavier	700 Universe Blvd, Juno Beach, FL 33408	(772) 631-6686	david.xavier@holtcomsulting.com	WUD 08-031-E	$ 9,500,245.00	$ (2,997,488.00)	$ 6,502,757.60	Yes	Approximately 31,500 LF of 36" DIP, 3,700 LF of HDPE by HDD, Jack & Bore 250 LF 54" Steel Casing, FDOT & Turnpike ROW. Work performed in sensitive wetlands, crossing Turnpike ROW, and SR 704 Okeechobee Blvd ROW. Milling and asphalt overlays performed along SR704.
Section 'A' of the Well Field Interconnect	City of Boynton Beach	Jim Penkosky, P.E.	800 Douglas Rd. Entrance, 2nd Floor, North Tower, Coral Gables, FL 33134	(305) 718-4809	Jim.Penkosky@aecom.com	065-2621-10/TWII	$ 3,109,870.00	$ 322,861.66	$ 3,432,731.66	Yes	1,200 LF of 36" HDPE installed by HDD and 7,500 LF of 36" DIP, including valves, fittings, ARVs, and assemblies. Work performed in FDOT Boynton Beach Blvd ROW and Military Trail requiring night work for crossings and milling asphalt overlays.
Northeast Bartow Regional Force Main and Northeast Regional Water Main	City of Bartow	Bill Pickard	450 North Wilson Avenue, Bartow, FL 33830	(863) 534-0100	bpickard.pw@cityofbartow.net	4864.44	$ 6,329,831.45	$ (1,327,604.67)	$ 5,002,226.78	Yes	6,200 LF of 24" AND 3,100 lf OF 18" HDPE by HDD, 36,000 LF of 24" PVC by open trench, 650 LF of 42" and 125 LF of 30" steel casing by J&B. Work performed within the FDOT SR60 and SR17 ROW.

Felix Associates - Current Completed Projects

Project Name	Owner	Contact	Address	Telephone	Email	Contract Number	Contract Amount	Change Orders	Final Contract Amount	On Schedule (Y/N)	Project Description
Glades Booster Pump Station Force Main & Rangeline Rd Transmission Line and Force Main	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 11,868,205.00	$ 1,325,262.62	$ 13,193,467.62	Yes	18,00 LF of 24" PVC FM, 16,360 LF of 24" WM, 640 LF of 18" and 640 LF of 36" steel casing by J&B, and 11,400 LF of 26" HDPE by HDD
Southport to Westport Phase 1	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 6,765,478.50	$ 91,999.45	$ 6,877,477.95	Yes	Installation of approximately 36,000 LF of reuse water main, 5,920 LF of 30" HDPE, 4,260 LF 24" HDPE, 11,700 LF 24" PVC, 12" and 16" PVC/HDPE, ARVs, and work in Turnpike ROW.
Village Parkway Phase 2	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20070142	$ 37,533,108.88	$ (3,785,084.11)	$ 33,748,024.77	Yes	New roadway construction including 18,000 LF of 24" PVC and 220 LF of 30" PVC Water Main.
Tropical Farms 16" IQ Reuse Main	Martin County	Skip Bossinger	PO Box 9000, Stuart, FL 34995	(772) 221-2353	wbossing@martin.fl.us	P0903774	$ 998,556.40	$ 58,176.01	$ 1,056,732.41	Yes	17,948 LF of 16" PVC and 4,050 LF of 16" HDPE by HDD. Worked in and crossed County and Turnpike ROWs.
City Center, City of Port St. Lucie	City of Port St. Lucie	Jim Angstadt	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 11,111,052.40	$ 3,936,320.08	$ 15,047,372.48	Yes	This project consisted of all phases of site work to construct the Port St. Lucie Civic Center and surrounding property for future development. Included in the 45 acre project were clearing, demolition, retaining walls, earthwork, drainage, utilities, roadwork, parking lots, brick pavers, lighting and landscape. Master lift station 30' depth 12' diameter triplex 47 HP pumps, panels, service, etc.
Crosstown Parkway, Segment 2	City of Port St. Lucie	Jim Angstadt	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 12,526,660.20	$ 785,847.65	$ 13,312,507.85	Yes	This project consisted of a road widening approximately 2 miles in length from 2 lanes to a 6 lane divided highway. Included in the 300 lf wide right-of-way project were clearing, demolition, earthwork, drainage, utilities, roadwork, lighting, signalization and landscape.
Crosstown Parkway, Segment 4	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 12,947,511.25	$ 1,259,247.34	$ 14,206,758.59	Yes	This project consisted of a road widening approximately 2 miles in length from 2 lanes to a 6 lane divided highway. Included in the 300 lf wide right-of-way project were clearing, demolition, earthwork, drainage, utilities, roadwork, lighting, signalization and landscape.
Walton Road Project – US 1 to Village Green Drive	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 4,222,347.65	$ 191,507.85	$ 4,413,855.50	Yes	This project consisted of approximately 2,500 linear feet of roadway improvements consisting of existing utility deflections, drainage reconstruction, roadway demolition, roadway reconstruction, signal and lighting improvements, lake excavation and landscaping and irrigation.

Addendum #1
E-Bid #20160197
Replacement of Lift Station #SP-30 Construction Project
October 20, 2016

Questions:

1.) ***Q: The bid form and the plans do not match on the low pressure force main.***
A: The Plans have been revised, see Sheets 2 and 3.

2.) ***Q: Where is the 215 LF of 8" Low Pressure main going? Not clear on the plans.***
A: The Plans have been revised, see Sheets 2 and 3.

3.) ***Q: What is the 26 LF of 8" Drain tying into? Not Clear on plans.***
A: The 8" drain ties in at the existing line and then is routed to the new lift station.

4.) ***Q: What size pipe is the 59 LF of 6" Low Pressure Force main tying into?***
A: The existing 6" LPM is being replaced with an 8" LPM as shown on Sheets 2 and 3. The 8" LPM ties in at the existing 6" tee.

5.) ***Q: What size pipe is the 93 LF of 6" Low Pressure Force main tying into?***
A: This is a 6" force main that ties in to the existing 6" FM.

6.) ***Q: The electrical riser diagram on sheet #11 shows some work as new. I think this sheet is old and is provided for informational purposes only. Please confirm this scope does not include the new work shown on sheet 11.***
A: Sheet 11 has been deleted.

7.) ***Q: Is the existing circuit breaker feeding the existing lift station to be utilized for the new lift station? If so, please identify how both lift stations are to remain energized during the commissioning process for the new lift station. Also confirm the existing breaker is the correct size.***
A: Sheets 10 and 11 have been deleted. Power shall be routed from the FPL power pole shown on Sheet 2 with a new 230V drop to a foot hole at the base of the pole. Both the existing lift station and the new lift station will have to be powered until the new lift station has passed a start-up test.

8.) ***Q: If a new circuit breaker is required for the new lift station, please identify its location, type, and brand. Also identify if modifications are needed to an existing MCC section to accommodate or if a new section of MCC will be required.***
A: Sheets 10 and 11 have been deleted.

9.) ***Q: Please provide conduit TYPE and SIZE from the MMC to the new lift station meter socket.***
A: Sheet 9 has been replaced.

10.) ***Q: Please provide conduit TYPE and SIZE for the fiber optics; from the pull box to the lift station control panel.***
A: Specifications for the fiber optic cable are included in the Fiber Optic Network Standards Manual which is posted on the City Website for the Utility Services Department. Conduit is 2" Schedule 80 PVC.

11.) Q: The Technical Specifications, sheet 4, states:
Sheet #4 & Sheet #9 show two different lift station Pedestal details. Sheet #4 shows a concrete pedestal for the rack system, and no N4X junction box. Sheet #9 shows 3" diameter aluminum posts for the rack system, and shows a N4X junction box to be installed. Also the detail on Sheet 9 is labeled as" PEDESTAL DETAIL OUTSIDE PSL CITY LIMITS", this project is within the city limits. Please advise on which detail we are to bid.
A: Sheet 4 is for the existing lift station which is to be demolished. Sheet 9 has been replaced.
Sheets #3 & #9 show different TYPES of conduits being installed; between the control panel and the wet-well. Sheet #3 shows 2" PVC SCH80 conduit between the Control panel and wet-well; LIFT STATION WET WELL SECTION detail. Sheet #9 shows 2" stainless-steel conduit to be installed between the control panel and wet-well; FRONT VIEW detail. Please advise on which TYPE of conduit we are to bid, between the control panel and wet-well.
Sheet 9 has been replaced. See the revised Sheets 2 and 3 for more information.

12.) Q: FPL CONDUIT
The Contractor is to place a two (2) inch conduit from the MCC in the Chemical Building at the Midport Water Booster Pump Station. This is incidental to the contract.
A: Sheets 10 and 11 have been deleted. Power shall be routed from the FPL power pole shown on Sheet 2 with a new 230V drop to a foot hole at the base of the pole. See the revised Sheets 2 and 3 for more information.

13.) Q: Please clarify. Size and Type of conduits? Are these conduits to go from the MMC to the new lift station?
A: Sheets 10 and 11 have been deleted. Power shall be routed from the FPL power pole shown on Sheet 2 with a new 230V drop to a foot hole at the base of the pole.

Revisions:

1.) Construction Plans have been revised and issued as Addendum #2. Correct plans are dated October 18, 2016.

2.) The E-Bid Reply Excel Spreadsheet has been revised and issued as Addendum #3. This will be the only form accepted unless directed in a future Addendum.

Additions to the Specifications:

1.) Add an odor scrubber near the wet well vent. The odor scrubber shall be a Calgon Ventsorb PE, 55 gallon per canister with 180 lbs. of sti-x carbon for removal of hydrogen sulfide gas or equal.b. See Line Item #43 on the E-Bid Reply Excel Spreadsheet.

PUMP DATA:

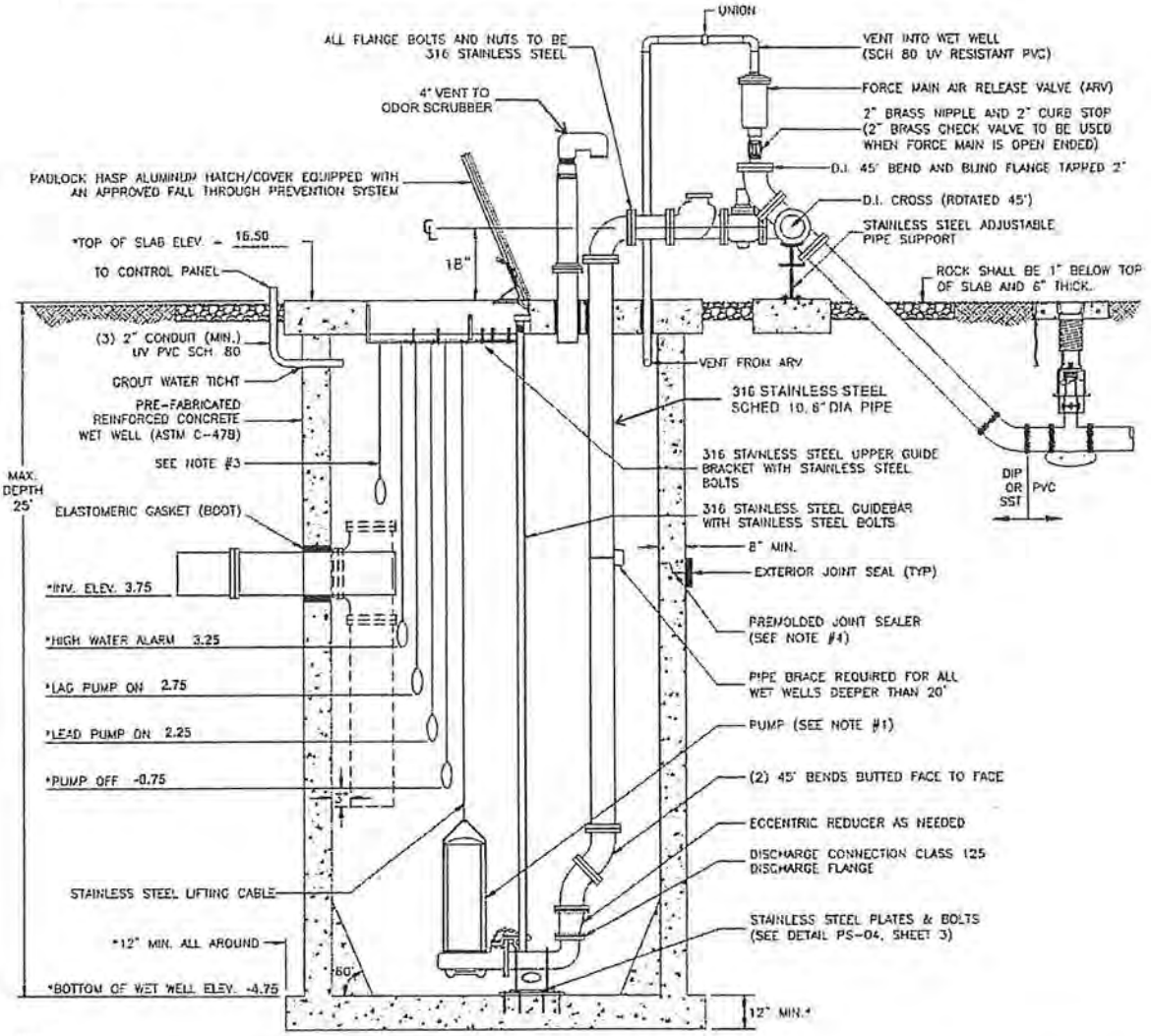
MANUFACTURER ** FLYGT PUMP WETWELL DIAMETER ** 8'-0"
MODEL NUMBER ** NP3153 IMPELLER NUMBER ** 456 HP ** 15 RPM ** 1750
VOLTS ** 230 3 PHASE 60 HERTZ

OPERATING CONDITIONS:

** 376 GPM AT ** 75' TDH ** 65 % EFFICIENCY

SIZED FOR MINIMUM PUMP CYCLE TIME OF 12 MINUTES AND A MAXIMUM OF 6 PUMP STARTS PER HOUR.

WORKING DEPTH ** 3.0 FT. WORKING VOLUME ** 1,128 GALS.



NOTES:

1. *THE DESIGN SPECIFICATIONS FOR THE WET WELL, PUMPS, CONTROL ELEVATIONS AND DISCHARGE PIPING SHALL BE AS SPECIFIED BY THE ENGINEER-OF-RECORD, IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.

2. WET WELL INTERIOR WALLS SHALL BE PROTECTED WITH A LINER. THE WET-WELL EXTERIOR SHALL BE COATED WITH A PRIMER AND 2 COATS OF A WATER BASED EPOXY 3-5 MILS EACH: APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.

3. A FLOAT SHALL BE PROVIDED FOR ALARM AND TO CONTROL BACKUP RELAY SYSTEM FOR THE PUMPS.

4. ALL OPENINGS FOR PIPES AND CONDUITS SHALL BE PRECAST. ALL JOINTS AND TOP SLAB SHALL BE SEALED WITH AN APPROVED SEALANT (SEE DETAIL). THE SPACE BETWEEN THE DISCHARGE PIPES AND THE TOP SLAB SHALL BE FILLED WITH WATERPROOF NON-SHRINKING GROUT.

5. THE INFLUENT PIPE DETAIL SHOWN ABOVE IS FOR A GRAVITY SEWER. FOR FORCE MAINS FROM A LIFT STATION OR LOW PRESSURE SEWER SYSTEM, A TEE SHALL BE INSTALLED AS SHOWN WITH DASHED LINE.

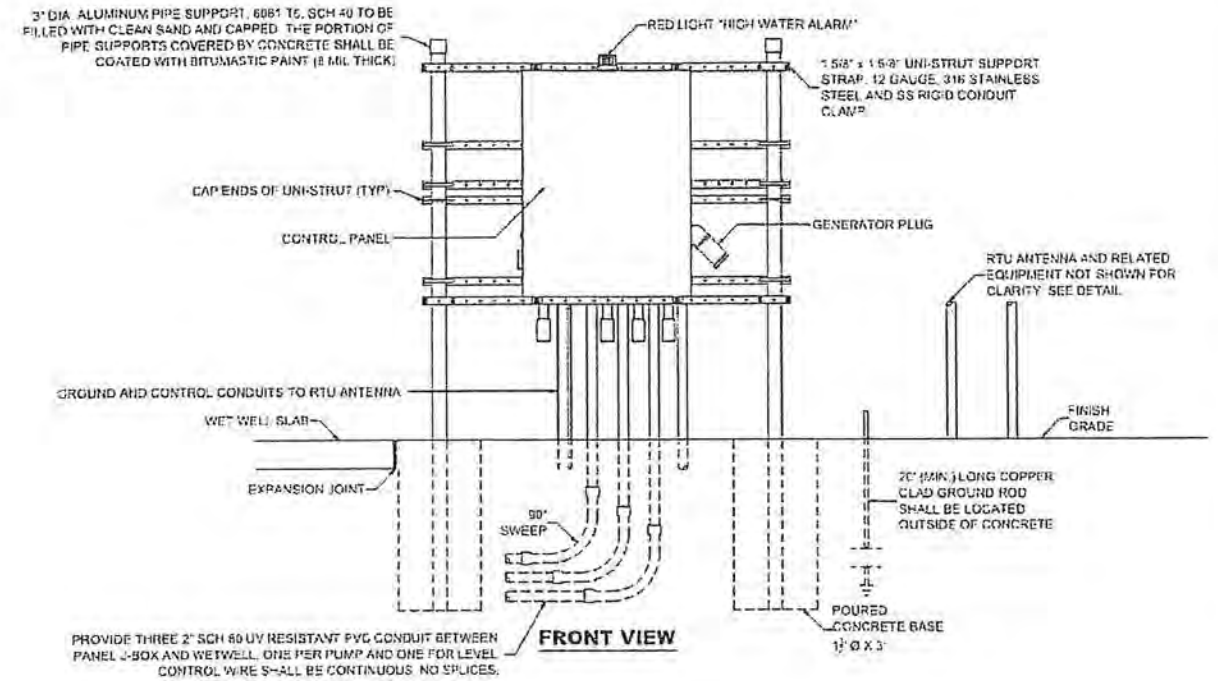
6. ONE PUMP SHALL BE EQUIPPED WITH A MIX-FLUSH VALVE.

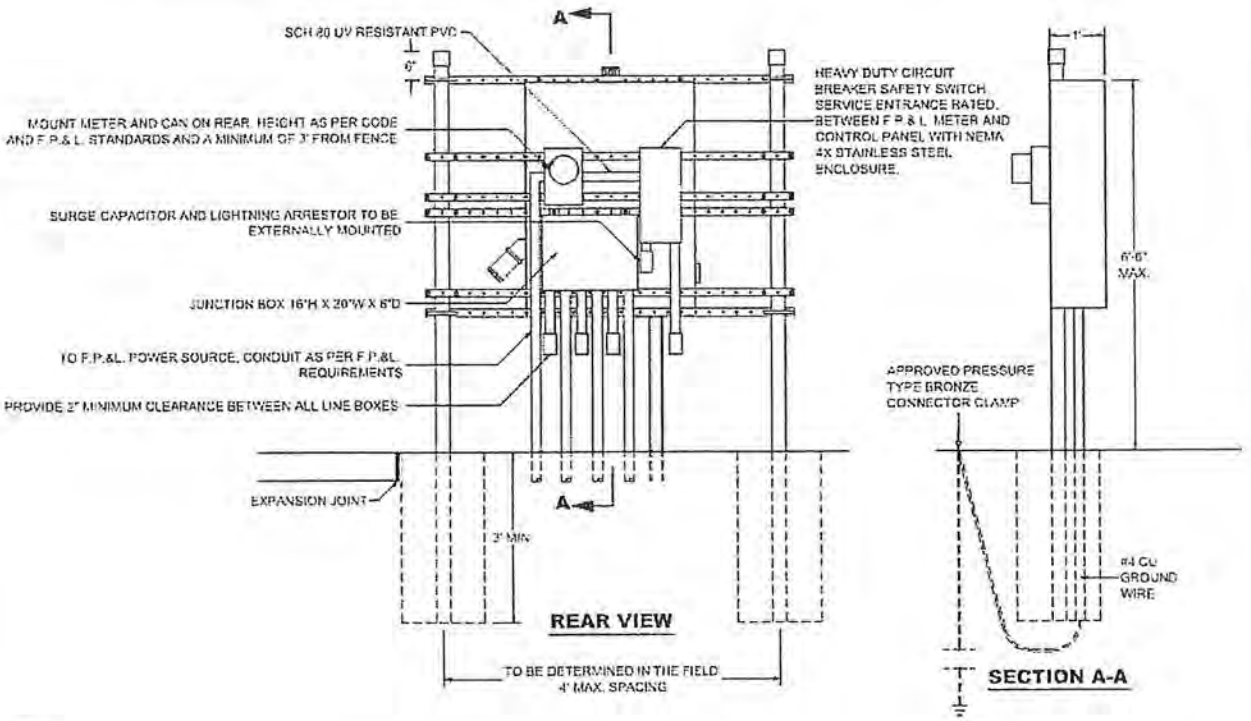
7. THE DISCHARGE PIPE SHALL BE STAINLESS STEEL OR DUCTILE IRON PIPE AS SPECIFIED IN THE PSLUSD UTILITY STANDARDS.

CITY OF PORT ST. LUCIE
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

LIFT STATION WET WELL SECTION

DETAIL: SP-30	
DATE: 2016	
SCALE: N.T.S.	
SHEET: 3	





NOTES:

1. THE HORIZONTAL DISTANCE FROM THE FACE OF THE CONTROL PANEL TO THE EDGE OF THE WET WELL SHALL BE A MINIMUM OF 6'
2. A BACKFLOW PREVENTION ASSEMBLY AND WATER METER SHALL BE PROVIDED PER DETAIL PS-07
3. * SEALED WITH CHICO COMPOUND.
4. THE PEDESTAL, CONTROL PANEL AND RELATED COMPONENTS SHALL NOT BE PAINTED
5. A TRANSFORMER MAY BE ALLOWED ON A CASE-BY-CASE BASIS WHEN REQUESTED IN ADVANCE BY THE ENGINEER-OF-RECORD (EOR) AND APPROVED IN WRITING BY THE PSLUSD
6. THE SIZE OF THE PEDESTAL AND CONTROL PANEL SHALL BE SPECIFIED ON THE SHOP DRAWINGS BY THE EOR

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433	LIFT STATION CONTROL PANEL - PEDESTAL DETAIL INSIDE PSL CITY LIMITS	DETAIL: PS-05 DATE: 2015 SCALE: N.T.S. SHEET: 1 OF 2

Sub Contractor & Supplier List

1. Bellwether Electric Company
   Electrical sub
   571 NW Mercantile Place
   Suite 103
   Port St. Lucie, FL 34986
   (772) 621-9494
   Charlie
2. Terracon
   Testing Sub
   607 NW Commodity Cove
   Port St. Lucie, FL 34986
   (772) 343-9787
   David
3. Betsy Lindsay INC.
   Survey Sub
   7997 SW Jack James Drive
   Stuart FL. 34997
   (772) 286-5753
   Dave
4. HD Supply INC
   Supplier of Pipe Valves & Fittings
   7374 Commercial Circle
   Ft Pierce, FL 34951
   (772) 466-5955
   Klay
5. American Concrete Industries
   Structure Supplier
   350 north Rock Road

Ft Pierce, Florida 34945
(772) 464-1187
Bob

Felix Associates - Current Completed Projects

Project Name	Owner	Contact	Address	Telephone	Email	Contract Number	Contract Amount	Change Orders	Final Contract Amount	On Schedule (Y/N)	Project Description
St. Lucie - Turnpike 230 kV Transmission Line Project	Florida Power & Light	Rusty Hurt	700 Universe Blvd, Juno Beach, FL 33408	(772) 486-5918	Rusty.Hurt@fpl.com		$ 23,029,731.00	$ 1,013,529.00	$ 24,043,260.00	YES	Approximately 13 miles of concrete encased duct bank from the PSL Nuclear Power Plant to the Port St. Lucie Blvd substation, including 3 jack and bores and 4 horizontal directional drills, excluding the Indian River crossing.
Underground Utility Construction Services, Work Order #1, Snug Basin Sewer Expansion	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	RFQL No. 2015-156	$ 296,867.00	$ 21,181.00	$ 318,068.00	Yes	6,400 LF of low pressure force main ranging in size from 2" to 3" HDPE and PVC. Lift Station modifications and pump replacement. Installation performed using directional drilling methods and open trench at tie ins and fittings.
Lee Vista Boulevard to Innovation Way North	Orange County	Bill Hank	9150 Curry Ford Rd, Suite 225, FL 32825	(407) 947-9601	Bill.Hank@ccfl.net	Y14-7002	$ 10,845,098.25	$ 102,196.10	$ 10,947,294.35	YES	57,000 LF of 30" DIP and 30" PVC, with several 42" jack and bores and one microtunnel.
Southern Service Area Transmission Main Improvements	Orange County	Geoff Hennessy	1230 Hillcrest Street, Orlando, FL 32803	(321) 332-1302	Ghennessy@bfaenvironmental.com	Y13-7051	$ 6,408,625.75	$ 127,045.39	$ 6,535,671.14	YES	4,140 LF of 42" DIP WM & 3,514 LF of 36" DIP WM by open trench. 2,860LF of 42" HDPE WM by HDD.
Floresta Dr. & Canal Park	City of Port St. Lucie	Steve Jungjohan	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 871-7640	sjungjohan@cityofpsl.com	20130120	$ 4,241,817.96	$ 76,323.91	$ 4,318,141.87	YES	Construction of park facility with boat ramps, docks, & bathroom facilities. Included landscaping and offsite utility and roadway improvements.
South County Brine Disposal Pipeline	Indian River County	Mike Delaney	1801 27th Street, Vero Beach, FL 32960	(772) 532-7477	mdelaney@ircgov.com	2013038	$ 1,164,853.40	$ (76,651.93)	$ 1,088,201.40	Yes	4,600 LF of 24" PVC Raw WM, 130 LF of 24" Fusible PVC Raw WM mounted to bridge crossing, 1,500 LF of 24" HDPE Raw WM by HDD, 300 LF of 12" PVC Raw WM, and 250 Lf of 12" HDPE Raw WM installed by HDD.
Low Pressure Sewer System for the East Osceola & Stypmann Basins	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2012-116, Amendment #2 53-2913	$ 633,919.48	$ (26,700.26)	$ 607,219.22	Yes	14,200 LF of low pressure force main ranging in size from 2" to 6" HDPE and PVC. 600 LF of 8" Gravity Sewer and, removal/replacement of 1 lift station. Lift Station constructed with 2 - 4" Ship pumps, panel, and new electrical service. Pressure main installation performed using directional drilling methods and open trench at tie ins and fittings.
Southport Water Main Replacements - 2013	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20130022	$ 1,757,311.20	$ 2,500.00	$ 1,759,811.20	Yes	Replace existing AC WM with PVC WM. 30,500 LF of 6" PVC WM, 785 LF of 8" PVC WM, 9,020 LF of 12" PVC WM. Installation of 31 Fire Hydrant Assemblies and 420 Water Services by open trench and directional drill.
Low Pressure Sewer System for the Manor/Riverview and Pelican Sewer Basins	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2012-116	$ 1,257,061.28	$ (104,826.10)	$ 1,152,235.18	Yes	Installation of 48,000 LF of low pressure force main collection systems within residential communities. Installation performed using directional drilling methods and open trench at tie ins and fittings.
Repair of Water Distribution System Construction - Phase 1	City of Port St Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	201220024	$ 10,630,388.19	$ (605,424.08)	$ 10,024,964.11	Yes	Replace existing AC WM with PVC WM. 123,500 LF of 6" PVC WM, 14,750 LF of 8" PVC WM, and 63,000 LF of 12" PVC WM. HDD 4,400 LF of 6" HDPE WM, 1,050 LF of 8" HDPE WM, 6,300 LF of 12" HDPE. Installed 184 Fire Hydrants, and 1,399 water services open trench and directional drill.
IRP Phase II Force Main Extension	Martin County	Skip Bossinger	PO Box 9000, Stuart, FL 34995	(772) 221-2353	wbossing@martin.fl.us	P1202192	$ 391,936.05	$ (39,784.41)	$ 352,151.64	Yes	1,400 LF of 12" HDPE FM by HDD, 3,100 LF of 12" PVC FM. Work performed within occupied residential trailer community and railroad ROW.
Becker Rd. Widening Project - Segment #3	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	20100118	$ 6,551,425.54	$ (32,289.28)	$ 6,519,136.26	Yes	Construction of 6,200 LF of roadway converting and existing 2 lane road to 4 lanes with a median. Work consisted of new drainage, storage (lakes), deflections of existing utilities, concrete flatwork, signalization, and paving.
IRP Phase III Force Main Extension	Martin County	Skip Bossinger	PO Box 9000, Stuart, FL 34995	(772) 221-2353	wbossing@martin.fl.us	P1104251	$ 718,323.83	$ (85,276.91)	$ 633,046.92	Yes	3,600 LF of 12" PVC FM, 4,400 LF of 12" HDPE FM by HDD, and roadway restoration within FDOT ROW.
Water Transmission Main Extension Along Western Indiantown Rd.	Town Of Jupiter	Steven Montemayor	210 Military Trail, Jupiter, FL 33458	(561) 741-2710	StevenM@jupiter.fl.us	JW 09-19	$ 1,006,730.50	$ (343,270.35)	$ 663,460.15	Yes	8,300 LF of 16" DIP WM, 2,500 LF of 12" DIP WM, 220 LF of 16" DIP Aerial Crossing, ROW restoration in asphalt and green areas. All work performed within County ROW.
US 19/SR 50 Pump Station and Force Main Replacement	Hernando County	Tom Jones	1021D Highland Manor Dr., Suite 350, Tampa, FL 33610	(813) 630-2500	tom.jones@aecom.com	10-0085	$ 3,273,166.08	$ (5,836.72)	$ 3,267,329.36	Yes	Reconstruction of US19/SR50 Lift Station, prefab electrical room, generator, 3 self priming centrifugal 8" pumps, 10" suction and 12" discharge lines, odor control structure, surge tank, and associates electrical. 15,200 LF of 18" PVC FM, 10,800 LF of 20" PVC FM, 4,600 LF of 18" Fusible PVC by HDD. Work performed in County and FDOT ROWs.
IQ Main: Martin County Interconnect	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2011-259	$ 2,672,818.20	$ (299,596.52)	$ 2,373,221.68	Yes	IQ watermain consisting of 12,000 LF of 16" PVC, 4,800 LF of 12" PVC, and 195 LF of 12" DIP. 350 LF of 30" HDPE Casing by HDD, 311 LF of 30" Steel Casing by Jack & bore under FDOT and Railroad ROW, 688 LF of 18" HDPE Carrier Pipe in Casing, 4,870 LF of 18" HDPE by HDD, 572 LF of 14" HDPE by HDD, and 12" Bulk Metering Facility with telemetry and power service. Roadway restoration, 12" FM demo and install of 765 LF of new 12" PVC FM. Worked within City, County, and FDOT ROWs.
Rangeline Water Main Extension	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20100101	$ 1,329,625.70	$ (40,657.48)	$ 1,288,968.22	Yes	11,000 LF of 24" PVC WM, 10,500 LF of 16" WM, 760 LF of 12" HDPE Directional Bored Under Canal,12" Meter and Double Check Valve Station
North US1 Utilities Extension Phase III	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 1,015,953.00	$ (111,107.85)	$ 904,845.15	Yes	3,600 LF of 12" PVC WM, 440 Lf of 12" HDPE WM, 800 LF of 16" HDPE WM, 1,000 LF of 8" PVC WM. Work performed in US1 ROW with restoration of roadway and green areas.
Eastern Section of the Palm Beach County central Regional Reclaimed Water Pipeline	Florida Power & Light	David Xavier	700 Universe Blvd, Juno Beach, FL 33408	(772) 631-6686	david.xavier@holtzconsulting.com	WUD 08-031-E	$ 9,500,245.00	$ (2,997,488.00)	$ 6,502,757.60	Yes	Approximately 31,500 LF of 30" DIP, 3,700 LF of HDPE by HDD, Jack & Bore 290 LF 54" Steel Casing. FDOT & Turnpike ROW. Work performed in sensitive wetlands, crossing Turnpike ROW, and SR 704 Okeechobee Blvd ROW. Milling and asphalt overlays performed along SR704
Section 'A' of the Well Field Interconnect	City of Boynton Beach	Jim Penkosky, P.E.	800 Douglas Rd. Entrance, 2nd Floor, North Tower, Coral Gables, FL 33134	(305) 718-4609	Jim.Penkosky@aecom.com	065-2821-10/TWH	$ 3,109,870.00	$ 322,861.66	$ 3,432,731.66	Yes	1,200 LF of 36" HDPE installed by HDD and 7,500 LF of 36" DIP, including valves, fittings, ARVs, and assemblies. Work performed in FDOT Boynton Beach Blvd ROW and Military Trail requiring night work for crossings and milling asphalt overlays.
Northeast Bartow Regional Force Main and Northeast Regional Water Main	City of Bartow	Bill Pickard	450 North Wilson Avenue, Bartow, FL 33830	(863) 534-0100	bpickard.pw@cityofbartow.net	4864.44	$ 6,329,831.45	$ (1,327,604.67)	$ 5,002,226.78	Yes	6,200 LF of 24" AND 3,100 lf OF 18" HDPE by HDD, 36,000 LF of 24" PVC by open trench, 650 LF of 42" and 125 LF of 30" steel casing by J&B. Work performed within the FDOT SR60 and SR17 ROW.

Felix Associates - Current Completed Projects

Project Name	Owner	Contact	Address	Telephone	Email	Contract Number	Contract Amount	Change Orders	Final Contract Amount	On Schedule (Y/N)	Project Description
Glades Booster Pump Station Force Main & Rangeline Rd Transmission Line and Force Main	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 11,868,205.00	$ 1,325,262.62	$ 13,193,467.62	Yes	18,00 LF of 24" PVC FM, 16,360 LF of 24" WM, 640 LF of 18" and 640 LF of 36" steel casing by J&B, and 11,400 LF of 28" HDPE by HDD
Southport to Westport Phase 1	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 6,785,478.50	$ 91,999.45	$ 6,877,477.95	Yes	Installation of approximately 36,000 LF of reuse water main, 5,920 LF of 30" HDPE, 4,260 LF 24" HDPE, 11,700 LF 24" PVC, 12" and 16" PVC/HDPE, ARVs, and work in Turnpike ROW.
Village Parkway Phase 2	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20070142	$ 37,533,108.88	$ (3,785,084.11)	$ 33,748,024.77	Yes	New roadway construction including 18,000 LF of 24" PVC and 220 LF of 30" PVC Water Main.
Tropical Farms 16" IQ Reuse Main	Martin County	Skip Bossinger	PO Box 9000, Stuart, FL 34995	(772) 221-2353	wbossing@martin.fl.us	P0903774	$ 998,556.40	$ 58,176.01	$ 1,056,732.41	Yes	17,948 LF of 16" PVC and 4,050 LF of 16" HDPE by HDD. Worked in and crossed County and Turnpike ROWs.
City Center, City of Port St. Lucie	City of Port St. Lucie	Jim Angstadt	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 11,111,052.40	$ 3,936,320.08	$ 15,047,372.48	Yes	This project consisted of all phases of site work to construct the Port St. Lucie Civic Center and surrounding property for future development. Included in the 45 acre project were clearing, demolition, retaining walls, earthwork, drainage, utilities, roadwork, parking lots, brick pavers, lighting and landscape. Master lift station 30" depth 32' diameter triplex 47 HP pumps, panels, service, etc.
Crosstown Parkway, Segment 2	City of Port St. Lucie	Jim Angstadt	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 12,526,660.20	$ 785,847.65	$ 13,312,507.85	Yes	This project consisted of a road widening approximately 2 miles in length from 2 lanes to a 6 lane divided highway. Included in the 300 lf wide right-of-way project were clearing, demolition, earthwork, drainage, utilities, roadwork, lighting, signalization and landscape.
Crosstown Parkway, Segment 4	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 12,947,511.25	$ 1,259,247.34	$ 14,206,758.59	Yes	This project consisted of a road widening approximately 2 miles in length from 2 lanes to a 6 lane divided highway. Included in the 300 lf wide right-of-way project were clearing, demolition, earthwork, drainage, utilities, roadwork, lighting, signalization and landscape.
Walton Road Project – US 1 to Village Green Drive	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 4,222,347.65	$ 191,507.85	$ 4,413,855.50	Yes	This project consisted of approximately 2,500 linear feet of roadway improvements consisting of existing utility deflections, drainage reconstruction, roadway demolition, roadway reconstruction, signal and lighting improvements, lake excavation and landscaping and irrigation.

20160197

BID REQUEST / RFP REQUEST

Department: Utility Systems Department Technical Specialist: David Garland, P.E. Extension: 4414

Item/Description of Work Summary: *The Scope of Work is for the replacement of existing sewer Lift Station SP-30. The area of work is generally described as Bellcrest Street south of Walton Road. The proposed lift station and piping will be installed completely within the property line of the Midport Pumping Station. The successful bidder is to provide all material, labor and equipment necessary to complete the project.*

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
Bid Reply, must be in excel and a separate file, no logos
Plans may be PDF but must be in one file, dated and numbered consecutively.

Date plans received approval by City Building Department N/A

Replacement: [X] Yes [ ] No Budgeted Amount: $450.000 Any grant funds being used N/A

If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
448	3380	563	000	00000

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: The existing lift station has structural problems, aging pumps and controls, and requires additional pumping capacity. The proposed lift station replacement will be located within its own secured fencing area adjacent to the entrance road to the Midport Pumping Station outside of that enclosed area.

If digging or trenching is required what is the depth? Lift Station to 23.5 feet and pipe trenching to 12 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? N/A

Department Head Approval

8/24/16
Date

8/22/2016

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20160197 for the Replacement of Lift Station SP-30 Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on November 1, 2016. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Procurement Management Department. A Bid package received from any other source is at the vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

This advertisement is to run on:

Thursday, September 29, 2016

****

This section for Procurement Management Department use only.
Advertisement placed by: Robyn Holder, CPPB
Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or
E-mail to: stlucielegals@tcpalm.com

> Ad Proof

Treasure Coast Newspapers | TCPALM

Sales Rep: Linda Klein (T9103) Phone: (772) 692-8966 Email: linda.klein@tcpalm.com

> Account Information

Date: 09/23/16

Account Number: 434020 (T11515278)

Name: CITY OF PORT ST LUCIE

Contact:

Email: Robyn Holder <RHolder@cityofpsl.com>

Address: 121 SW PORT ST LUCIE BLVD, PORT ST LUCIE, FL, 34984

Phone: (772) 344-4390 Fax: (000) 000-0000

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account rep at (772) 692-8966 .

Ad Id: 1285210 P.O. No.: Bid 20160197 Total Cost: $40.56

Tag Line: Request for Bids: 20160197: Lift Station

Start Date: 09/29/16 Stop Date: 09/29/16

Number of Times: 1 Class: 16260 - Request for Bids

Publications: TC-TC News-Press-Tribune, TC-Internet tcpalm.com

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 877-247-2407. Allowance may not be made for errors reported past the second print date. The Treasure Coast Newspapers may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

> Ad Proof

I agree this ad is accurate and as ordered.

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20160197 for the Replacement of Lift Station SP-30 Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 5099, until 3:00:00 p.m. on November 1, 2016. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Procurement Management Department. A Bid package received from any other source is at the vendor's risk.

Pub: September 29, 2016
TCN 1285210

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid #20160197
(E-Bid)

REPLACEMENT OF LIFT STATION SP-30 CONSTRUCTION PROJECT

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) #20160197 for the Replacement of Lift Station SP-30 Construction Project 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 November 1, 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 **October 20, 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 – 40
- Attachment A – Construction Plans, pages 1 – 11 (attached as a separate document)
- Attachment B - Technical Specifications, pages 1 – 14 (attached as a separate document)
- Attachment C – Location Map, page 1 (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 #20160197

REPLACEMENT OF LIFT STATION SP-30
CONSTRUCTION PROJECT

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Replacement of Lift Station SP-30 Construction Project. The project is located at 1589 SE Belcrest Street, Port St. Lucie, Florida 34952. The Contract period is estimated at one hundred fifty (150) calendar days with no option to renew.

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Contractor for the replacement of Lift Station SP-30 Construction Project. The Contractor shall supply all labor, supervision, equipment, machinery, tools, materials, transportation, warrantees and other incidentals required to complete the work in accordance with the Contract Documents and Construction Plans.

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 license and/or a State of Florida Underground Utility & Excavation license. 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/Questionnaire. 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:

- Accepts Visa as a form of payment
- 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 #40 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, #20160197 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet/Questionnaire and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter the total amount on the E-Bid Reply Sheet/Questionnaire and save.

C. Complete company information on E-Bid Reply Sheet/Questionnaire.

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

D. Enter total price on E-Bid Reply Sheet/Questionnaire. 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/Questionnaire uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. **Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.**

File #2:

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

F. Upload and submit the E-Bid Reply Sheet/Questionnaire, Contractor's Questionnaire, 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/Questionnaire. 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/Questionnaire 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.

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E-Bid Reply Sheet / Questionnaire
E-Bid #20160197
Replacement of Lift Station SP-30 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 _____

Total number of staff at this location: _____

Total number of staff for your firm within the Treasure Coast area: _____

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

Addendum Number	Date Issued

4. VENDOR'S LIST – If your company offers commodities other than the one 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 - 39: $_____
(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/Questionnaire 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.	Pay Item No.	Description	Unit	Quantity
1	33.3030 -1	Mobilization/Demobilization	LS	1
2	33.3030 -2	Maintenance of Traffic (F&I)	LS	1
3	33.3030 -3	Pre-Construction Survey Lay-out (F&I)	LS	1
4	33.3030 -4	Post Construction Survey & As-Built Drawings (F&I)	LS	1
5	33.3030 -5	Erosion and Pollution Control (F&I)	LS	1
6	33.3030 -6	Density Testing (F&I)	EA	40
7	33.3030 -7	Concrete Slump & Compression Testing (F&I)	EA	3
8	33.3030 -8	Clearing & Grubbing (F&I)	LS	1
9	33.3030 -9	Fine Grade, 1" Below Finish Grade (F&I)	LS	1
10	33.3030 -10	2 Ply 40 ml Visqueen & Gravel (F&I)	SY	54
11	33.3030 -11	6" Concrete Slab (4000 psi w/ Fiber Mesh) (F&I)	SY	68
12	33.3030 -12	6" Concrete Driveway Turnout (4000 psi w/ Fiber Mesh) (F&I)	SY	107
13	33.3030 -13	Dewatering	LS	1
14	33.3030 -14	Existing Lift Station Bypass (F&I)	LS	1
15	33.3030 -15	Existing Lift Station Demolition (F&I)	LS	1
16	33.3030 -16	10" C900 DR-18 Sanitary Sewer (F&I)	LF	34
17	33.3030 -17	6" C900 DR18 Force Main (F&I)	LF	93
18	33.3030 -18	8" C900 DR18 Low Pressure Main (F&I)	LF	215

19	33.3030 -19	C-153, 350 PSI, D.I.P Fittings and Restraints (F&I)	TN	2.5
20	33.3030 -20	6" Check Valves	EA	3
21	33.3030 -21	6" Plug Valves	EA	3
22	33.3030 -22	2" Automatic Air Release Valve (F&I)	EA	1
23	33.3030 -23	Functional Testing - Force Main (F&I)	LS	1
24	33.3030 -24	Tie-in to existing Force Main (F&I)	LS	1
25	33.3030 -25	Cap Existing Force Main (F&I)	LS	1
26	33.3030 -26	Functional Testing - Sanitary Sewer System (F&I)	LS	1
27	33.3030 -27	Lift Station Complete (F&I)	LS	1
28	33.3030 -28	Electrical Service (Complete) (F&I)	LS	1
29	33.3030 -29	Control Panel with Fiber Optic Communication (F&I)	LS	1
30	33.3030 -30	6' Chain Link Fence, (w/2-10' Gates) (F&I)	LS	1
31	33.3030 -31	Temporary 6' Chain Link Fence (F&I)	LS	1
32	33.3030 -32	Seed and Mulch (F&I)	SY	972
33	33.3030 -33	Floratam Sod (F&I)	SY	379
34	33.3030 -34	Water Service Assembly (F&I)	LS	1
35	33.3030 -35	Cementitious Grout for Existing 6" FM (F&I)	LF	50
36	33.3030 -36	Cementitious Grout for Existing 6" LPM (F&I)	LF	265
37	33.3030 -37	Sanitary Manhole (F&I)	LS	1
38	33.3030 -38	Culvert (F&I)	LS	1
39	33.3030 -39	Site Fill and Grade (F&I)	CY	100

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 award the bid items listed above in their entirety or partially. In the event that a partial list is awarded, the City reserves the right to adjust the total bid amount by deleting those items not included in the award.

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) lift station 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:

Location:

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:

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:

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:

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:

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 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:

5.6 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)

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

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

5.8 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 #20160197

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:	David Garland, 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: dgarland@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 #20160197, **Replacement of Lift Station SP-30 Construction Project,** are hereby incorporated by this reference.

Scope of Work:

The Project consists of construction of the new lift station and all associated piping, piping connections, manholes, sanitary sewer, fencing, concrete driveway, electrical service, lift station controls, control panel, fiber optic communication, and accessories, valves and all other items identified on the Contract Drawings.

The Project also consists of demolition of the existing lift station. The demolition will include removing all electrical components of the existing pumps as well as the pumps and all appurtenances. The valve pit structure shall be removed as indicated on the Contract Drawings. All buried mains identified for demolition shall be removed and disposed of according to all applicable regulations or shall be pumped full of grout.

The Project also consists of grouting and abandoning small sections of the existing six (6) inch force main, furnishing and installing approximately ninety three (93) lineal feet (LF) of new six (6) inch PVC force main by open cut, furnishing and installing approximately two hundred fifteen (215) lineal feet (LF) of new eight (8) inch PVC low pressure main, furnishing and installing approximately thirty four (34) lineal feet (LF) of ten (10) inch PVC sanitary sewer gravity main, and furnishing and installing a standard manhole.

Existing Facility Operation: The Contractor shall maintain operation of the existing lift station until the new lift station is completely constructed, successfully tested and certified by the City of Port St. Lucie Utility Systems Department (PSLUSD). Until the new lift station has been certified, the Contractor shall be required to set up an account with FPL in the Contractor's name.

All items not specifically identified in the bid reply sheet are considered to be incidental to other pay items in the contract. Also, any item not included in the attached specifications shall be covered under the City of Port Saint Lucie Utility Systems Department Utility Standards Manual.

Hours of Service - The standard hours of work allowed in St. Lucie County are from 8:00 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 one hundred fifty (150) 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

N/A

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 XV 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 #20160197 – Replacement of Lift Station SP-30 Construction Project shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force

and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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

SECTION IX
ACTS OF GOD

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

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
ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is,

"substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

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

SECTION XV
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 XVI
LICENSING

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

SECTION XVII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, 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 XVIII
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 XIX
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 one thousand dollars ($1,000.00) 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 XX
LAW AND VENUE

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

SECTION XXI
REIMBURSEMENT FOR INSPECTION

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

SECTION XXII
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port 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 XXIII
ENTIRE CONTRACT

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

Balance of page left intentionally blank

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (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. 20160197
PROJECT TITLE: Replacement of Lift Station Sp-30 Construction Project

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: 1589 SE Belcrest Street. Port St. Lucie Florida 34952

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 #20160197
Replacement of Lift Station SP-30 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.

_____ 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/Questionnaire uploaded to Demandstar.

_____ Authorized signature on E-Bid Reply Sheet/Questionnaire.

_____ 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

Construction Plans

City of Port St. Lucie
Replacement of Lift Station SP-30 Construction Project

Prepared by the City of Port St. Lucie Utility Systems Department dated September 16, 2016
(11 Pages follow as a separate attachment)

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ATTACHMENT B

Technical Specifications

City of Port St. Lucie
Replacement of Lift Station SP-30 Construction Project

Prepared by the City of Port St. Lucie Utility Systems Department dated September 16, 2016
(14 Pages follow as a separate attachment)

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ATTACHMENT C

Location Map

City of Port St. Lucie
Replacement of Lift Station SP-30 Construction Project

(1 Page follow as a separate attachment)

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ADDENDUM #3 - E-BID #20160197

E-BID REPLY EXCEL SPREADSHEET

REPLACEMENT OF LIFT STATION #SP-30 CONSTRUCTION PROJECT

October 20, 2016

SCHEDULE "A"

COMPANY NAME: _____

Line Item	Pay Item No.	Description	Unit	Quan.	Unit Price	Total Cost
1	33.3030 -1	Mobilization/Demobilization	LS	1		$ -
2	33.3030 -2	Maintenance of Traffic (F&I)	LS	1		$ -
3	33.3030 -3	Pre-Construction Survey Lay-out (F&I)	LS	1		$ -
4	33.3030 -4	Post Construction Survey & As-Built Drawings (F&I)	LS	1		$ -
5	33.3030 -5	Erosion and Pollution Control (F&I)	LS	1		$ -
6	33.3030 -6	Density Testing (F&I)	EA	40		$ -
7	33.3030 -7	Concrete Slump & Compression Testing (F&I)	EA	3		$ -
8	33.3030 -8	Clearing & Grubbing (F&I)	LS	1		$ -
9	33.3030 -9	Fine Grade, 1" Below Finish Grade (F&I)	LS	1		$ -
10	33.3030 -10	2 Ply 40 ml Visqueen & Gravel (F&I)	SY	54		$ -
11	33.3030 -11	6" Concrete Slab (4000 psi w/ Fiber Mesh) (F&I)	SY	68		$ -
12	33.3030 -12	6" Concrete Driveway Turnout (4000 psi w/ Fiber Mesh) (F&I)	SY	107		$ -
13	33.3030 -13	Dewatering	LS	1		$ -
14	33.3030 -14	Existing Lift Station Bypass (F&I)	LS	1		$ -
15	33.3030 -15	Existing Lift Station Demolition (F&I)	LS	1		$ -
16	33.3030 -16	10" C900 DR-18 Sanitary Sewer (F&I)	LF	34		$ -
17	33.3030 -17	6" C900 DR18 Force Main (F&I)	LF	93		$ -
18	33.3030 -18	8" C900 DR18 Low Pressure Main (F&I)	LF	215		$ -
19	33.3030 -19	C-153, 350 PSI, D.I.P Fittings and Restraints (F&I)	TN	3.5		$ -
20	33.3030 -20	6" Check Valves	EA	3		$ -
21	33.3030 -21	6" Plug Valves	EA	3		$ -
22	33.3030 -22	2" Automatic Air Release Valve (F&I)	EA	1		$ -
23	33.3030 -23	Functional Testing - Force Main (F&I)	LS	1		$ -
24	33.3030 -24	Tie-in to existing Force Main (F&I)	LS	1		$ -
25	33.3030 -25	Cap Existing Force Main (F&I)	LS	1		$ -
26	33.3030 -26	Functional Testing - Sanitary Sewer System (F&I)	LS	1		$ -
27	33.3030 -27	Lift Station Complete (F&I)	LS	1		$ -
28	33.3030 -28	Electrical Service (Complete) (F&I)	LS	1		$ -
29	33.3030 -29	Control Panel with Fiber Optic Communication (F&I)	LS	1		$ -
30	33.3030 -30	6' Chain Link Fence, (w/2-10' Gates) (F&I)	LS	1		$ -
31	33.3030 -31	Temporary 6' Chain Link Fence (F&I)	LS	1		$ -
32	33.3030 -32	Seed and Mulch (F&I)	SY	972		$ -
33	33.3030 -33	Floratam Sod (F&I)	SY	379		$ -
34	33.3030 -34	Water Service Assembly (F&I)	LS	1		$ -
35	33.3030 -35	Cementitious Grout for Existing 6" FM (F&I)	LF	50		$ -
36	33.3030 -36	Cementitious Grout for Existing 6" LPM (F&I)	LF	265		$ -
37	33.3030 -37	Sanitary Manhole (F&I)	LS	1		$ -
38	33.3030 -38	Culvert (F&I)	LS	1		$ -
39	33.3030 -39	Site Fill and Grade (F&I)	CY	100		$ -
40	33.3030-40	8" Drain (F&I)	LF	26		$ -
41	33-3030-41	Cementitous Grout for Existing 8" Drain (F&I)	LF	76		$ -
42	33.3030-42	Tie-In to Existing 6" LPM (F&I)	LS	1		$ -
43	33.3030.43	Odor Scrubber (F&I)	LS	1		$ -
44		**BID TOTAL**				$ -

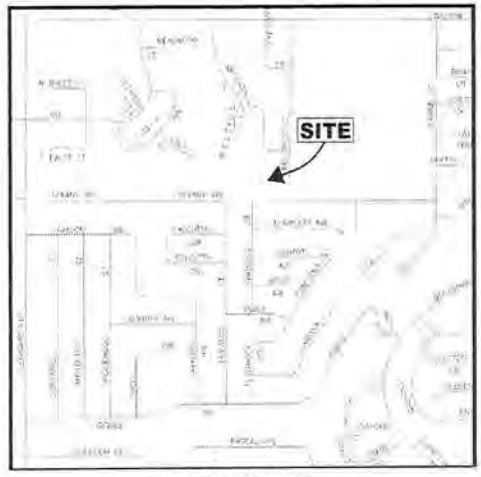
Note: Unit prices are limited to two decimals. Example: $5.25 is acceptable & $5.2555 is not acceptable.

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
LIFT STATION SP-30 REPLACEMENT

VICINITY MAP
NOT TO SCALE

SEPTEMBER 16, 2016

JESUS MEREJO ..... DIRECTOR
BRAD MACEK ..... ASSISTANT DIRECTOR



LOCATION MAP
NOT TO SCALE

DRAWING INDEX

1 COVER
2 LIFT STATION SITE PLAN
3 LIFT STATION SECTION AND PIPING PLAN
4 EXISTING LIFT STATION DEMOLITION PLAN
5 LIFT STATION DETAILS
6 UTILITY DETAILS
7 CONTROL PANEL DETAILS
8 CONTROL PANEL DETAILS
9 CONTROL PANEL DETAILS
10 ELECTRICAL ROOM PLAN
11 ELECTRICAL DIAGRAM

PREPARED BY

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FLORIDA 34983
PHONE: (772) 873-6400
FAX: (772) 873-6433

ENGINEER OF RECORD

DAVID B. GARLAND, P.E.
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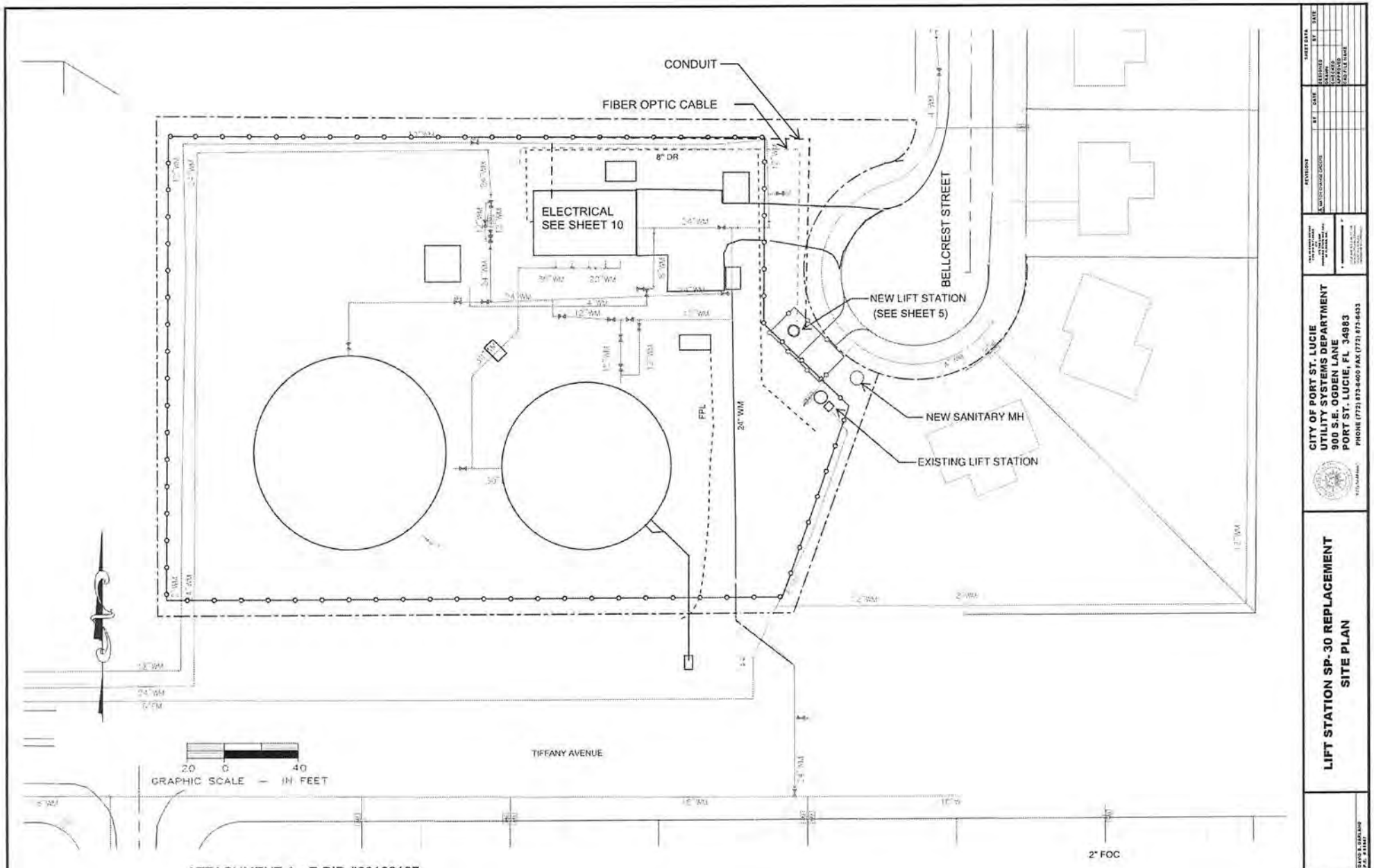
LIFT STATION SP-30 REPLACEMENT

SHEET
1


CONDUIT
FIBER OPTIC CABLE
8" DR
ELECTRICAL
SEE SHEET 10
BELLCREST STREET
NEW LIFT STATION
(SEE SHEET 5)
NEW SANITARY MH
EXISTING LIFT STATION
FPL
24" WM
TIFFANY AVENUE
2" FOC
20 0 40
GRAPHIC SCALE — IN FEET
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
LIFT STATION SP-30 REPLACEMENT
SITE PLAN
SHEET
2

PUMP DATA

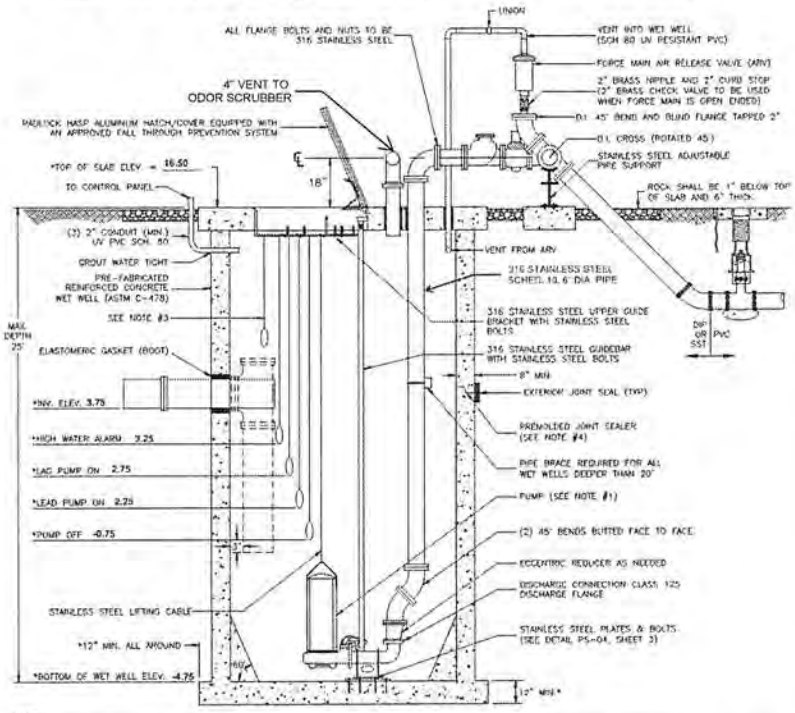
MANUFACTURER ** FLYGT PUMP WETWELL DIAMETER ** 8'-0"
MODEL NUMBER ** NP3152 IMPELLER NUMBER ** 476 HP ** 20 RPM ** 1750
VOLTS ** 460 3 PHASE 60 HERTZ

OPERATING CONDITIONS:

** 400 GPM AT ** 75' TDH ** 57 % EFFICIENCY

SIZED FOR MINIMUM PUMP CYCLE TIME OF 12 MINUTES AND A MAXIMUM OF 6 PUMP STARTS PER HOUR

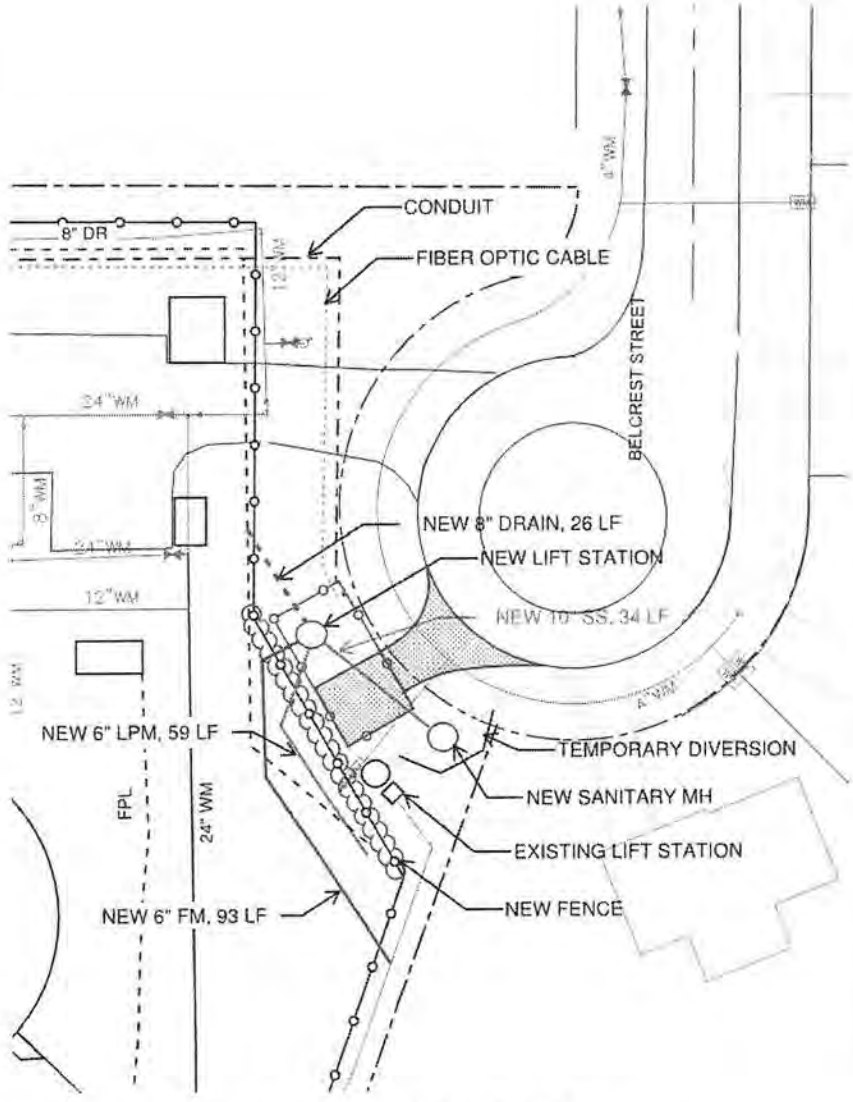
WORKING DEPTH ** 3.0 FT WORKING VOLUME ** 1,128 GALS



NOTES:

1. *THE DESIGN SPECIFICATIONS FOR THE WET WELL, PUMPS, CONTROL ELEVATIONS AND DISCHARGE PIPING SHALL BE AS SPECIFIED BY THE ENGINEER-OF-RECORD, IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.
2. WET WELL INTERIOR WALLS SHALL BE PROTECTED WITH A LINER. THE WET-WELL EXTERIOR SHALL BE COATED WITH A PRIMER AND 2 COATS OF A WATER BASED EPOXY, 3-5 MILS EACH. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.
3. A FLOAT SHALL BE PROVIDED FOR ALARM AND TO CONTROL BACKUP RELAY SYSTEM FOR THE PUMPS.
4. ALL OPENINGS FOR PIPES AND CONDUITS SHALL BE PRECAST. ALL JOINTS AND TOP SLAB SHALL BE SEALED WITH AN APPROVED SEALANT (SEE DETAIL). THE SPACE BETWEEN THE DISCHARGE PIPES AND THE TOP SLAB SHALL BE FILLED WITH WATERPROOF NON-SHRINKING GROUT.
5. THE INFLUENT PIPE DETAIL SHOWN ABOVE IS FOR A GRAVITY SEWER. FOR FORCE MAINS FROM A LIFT STATION OR LOW PRESSURE SEWER SYSTEM, A TEE SHALL BE INSTALLED AS SHOWN WITH DASHED LINE.
6. ONE PUMP SHALL BE EQUIPPED WITH A MIX-FLUSH VALVE.
7. THE DISCHARGE PIPE SHALL BE STAINLESS STEEL OR DUCTILE IRON PIPE AS SPECIFIED IN THE PSLUSD UTILITY STANDARDS.

CITY OF PORT ST. LUCIE 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433	**LIFT STATION WET WELL SECTION**	DETAIL: SP-30 DATE: 2016 SCALE: N.T.S. SHEET: 3



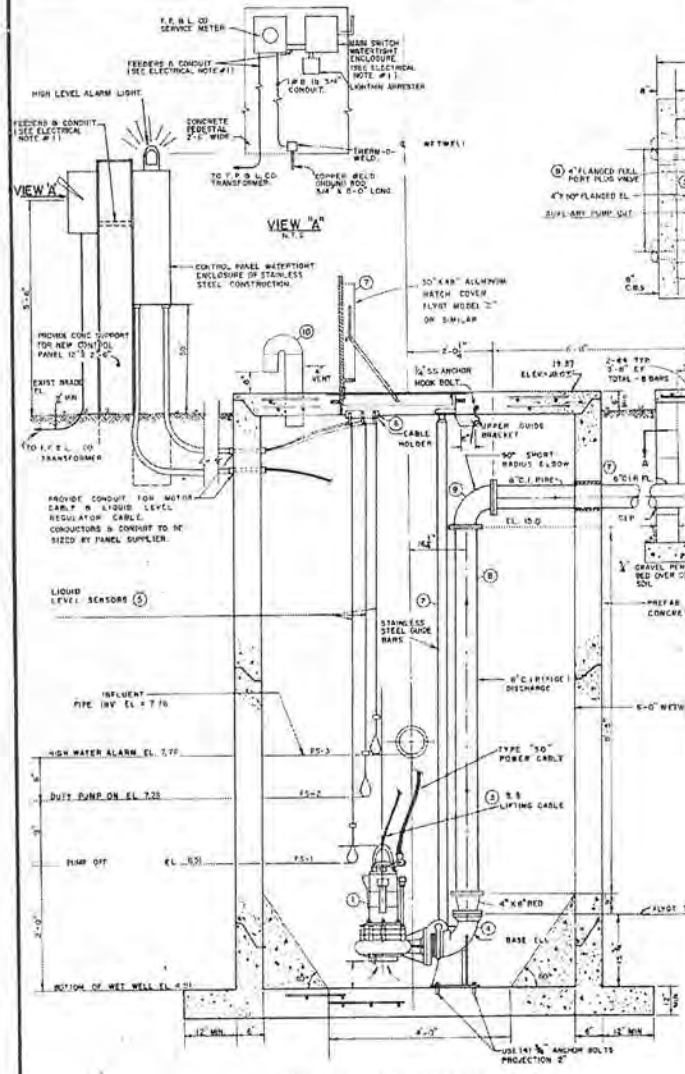
ATTACHMENT A - E-BID #20
Page 3 of 11

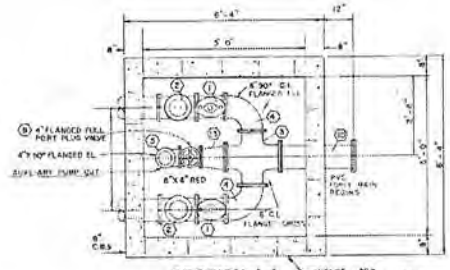
PIPING PLAN
Not to Scale

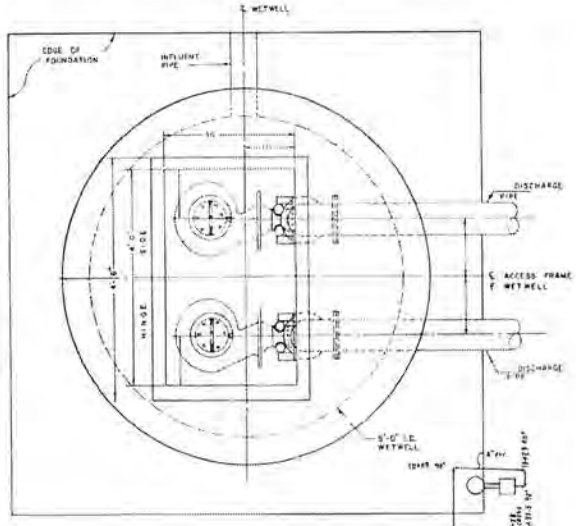
CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

LIFT STATION SP-30 REPLACEMENT
WET WELL SECTION AND PIPING PLAN

SHEET
3







DEMOLITION

NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ANY AND ALL WASTE PRODUCED DURING DEMOLITION OF THE EXISTING LIFT STATION AND SUBSEQUENT CONTRUCTION OF THE NEW LIFT STATION.

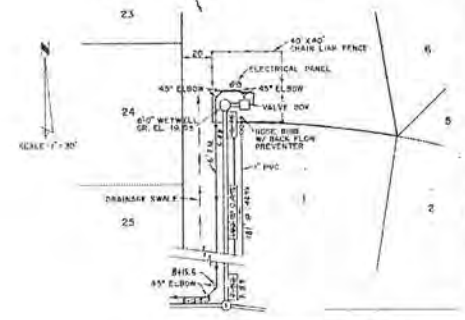
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF EXISTING DRIVEWAY WITHIN THE LIMITS OF CONSTRUCTION AS SHOWN.

3. EXISTING LIFT STATION & FORCEMAIN SHALL REMAIN IN OPERATION DURING CONSTRUCTION OF NEW LIFT STATION AND REMAIN IN OPERATION UNTIL REPLACEMENT LIFT STATION IS COMPLETE, TESTED, APPROVED, AND CERTIFIED BY PSLUSD. IN ADDITION, AT ANY TIME THE EXISTING LIFT STATION IS TAKEN OUT OF SERVICE FOR CONNECTION OF THE NEW LIFT STATION TO THE EXISTING FORCE MAIN OR GRAVITY SEWER, THE CONTRACTOR SHALL PROVIDE AN ALTERNATE BYPASS SYSTEM AS PART OF THE BID PACKAGE.

4. DEMOLITION OF EXISITING VALVE VAULT SHALL INVOLVE THE REMOVAL AND PROPER DISPOSAL OF ALL MATERIALS AND EQUIPMENT CONTAINED WITHIN LIFT STATION FENCED ENCLOSURE. DEMOLITION OF THE STRUCTURAL COMPONENTS TO A DEPTH OF NO LESS THAN 5' BELOW EXISTING GRADE, PUNCHING HOLES IN BOTTOM OF THE VALVE VAULT AND FILLING OF EXISTING VALVE VAULT WITH SUITABLE MATERIAL AND THE REMOVAL AND PROPER DISPOSAL OF ALL VACATED PORTIONS OF GRAVITY SEWER AND FORCE MAIN, AND REQUIRES ALL DISTURBED AREAS TO BE GRADED, AND PREPARED FOR SOD TO BE PROVIDED BY THE CITY'S LANDSCAPER.

5. ALL REMOVED MATERIAL SHALL BE DISPOSED OF PROPERLY ACCORDING TO ALL APPLICABLE REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGED UTILITIES.

6. THE CONTRACTOR SHALL SUBMIT A DEMOLITION PLAN NO LATER THAN 30 DAYS FROM THE NOTICE TO PROCEED ISSUED BY THE CITY. THE DEMOLITION PLAN SHALL BE COMPREHENSIVE OF PROTECTING ALL UTILITIES SHOWN AND NOT SHOWN ON THE PLANS. THE PLAN SHALL INCLUDE METHODS TO BYPASS OR KEEP THE EXISTING LIFT STATION IN OPERATION.



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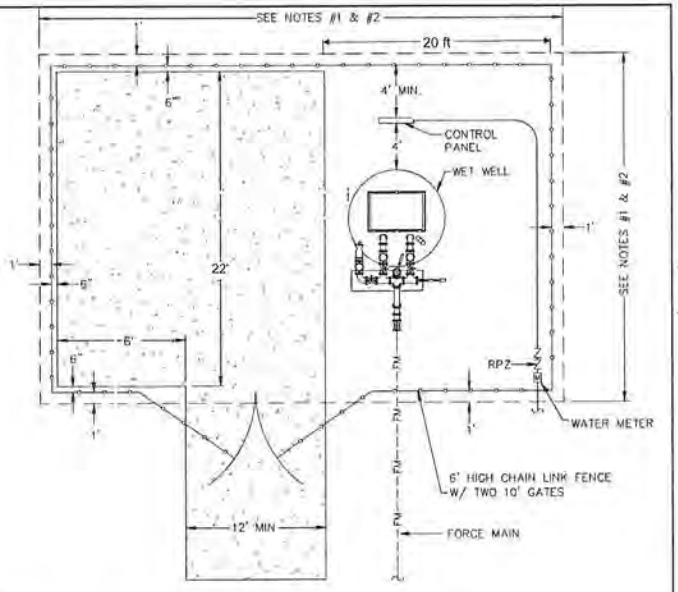
LIFT STATION SP-30 REPLACEMENT
DEMOLITION PLAN

SHEET
4



NOTES:

1. MINIMUM EASEMENTS SHALL BE PROVIDED FOR PUMP SYSTEMS AS FOLLOWS:
A. DUPLEX LIFT STATION – 30' X 45'
B. TRIPLEX STATION – 45' X 50'

2. ENGINEER TO DETAIL EXACT SITE LAYOUT FOR EACH LIFT STATION WITH ACTUAL DIMENSIONS. DIMENSIONS SHALL BE BASED ON REQUIREMENTS OF THE UTILITY STANDARDS AND STANDARD DETAILS PERTAINING TO PUMP STATIONS.THE LOCATION OF HINGES ON THE WET WELL SHALL BE INDICATED.

3. ACCESS DRIVE – 6" THICK, 12' WIDE CONCRETE 4000 PSI W/FIBER MESH AND COMPACTED SUBGRADE TO 98% DENSITY EXTENDED 6" BEYOND ALL EDGES.

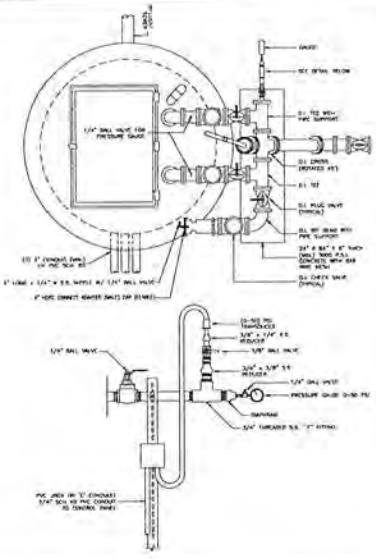
4. ALL AREAS INSIDE FENCE THAT ARE NOT COVERED BY CONCRETE, STRUCTURES AND EQUIPMENT SHALL HAVE # 57 STONE. THE STONE SHALL BE PLACED OVER 2-PLY 4 MIL VISQUEEN, A MINIMUM OF 6" BUT NO MORE THAN 8" DEEP.

5. A 12'X48' AREA SHALL BE PROVIDED WITHIN 10 FEET OF WET WELL FOR A VACUUM TRUCK. THE AREA SHALL BE SHOWN ON THE SITE PLAN REQUIRED IN NOTE #2 ABOVE.

CITY OF PORT ST. LUCIE
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

LIFT STATION PLAN

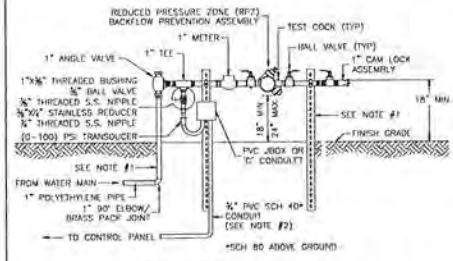
DETAIL: SP-30
DATE: 2016
SCALE: NTS
SHEET: 1 OF 1



MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

LIFT STATION WET WELL PLAN VIEW

DETAIL: P5-01B
DATE: 10-2014
SCALE: N.T.S.
SHEET: 1 OF 1



WATER MAIN PRESSURE TRANSDUCER INSTALLATION DETAIL

NOTES:

1. BOTH RISERS SHALL BE BRASS OR TYPE "K" COPPER TUBING (HARD DRAW) WITH COPPER / BRASS FITTINGS AND ADAPTERS (NO CRIMPING JOINTS).

2. A 18 GAUGE STP CABLE SHALL BE INSTALLED IN THE CONDUIT FROM THE PSI TRANSDUCER TO THE CONTROL PANEL WITH 15' OF CABLE COILED IN THE PANEL. A PVC JBOX OR 'C' CONDULET SHALL BE USED.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
900 S.E. OGDEN LANE
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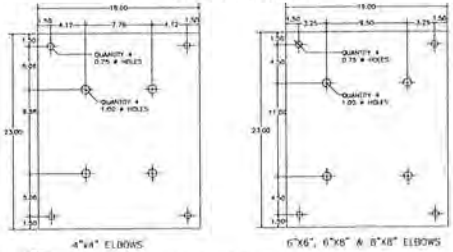
PHONE (772) 873-6400 FAX (772) 873-6433

LIFT STATION WATER METER AND BACKFLOW PREVENTION ASSEMBLY

DETAIL: P5-07
DATE: 10-2014
SCALE: N.T.S.
SHEET: 1 OF 1

MATERIAL: 316 STAINLESS STEEL 0.50" THICK
ALL MEASUREMENTS IN INCHES



4"x4" ELBOWS

6"x6", 6"x8" & 8"x8" ELBOWS

NOTES:
1. EACH BASE ELBOW SHALL BE SECURED TO THE BOTTOM OF THE WET WELL WITH FOUR (4) 1" 316L RODS ANCHOR BOLTS AND STAINLESS STEEL PLATE. THE PLATE SHALL BE SECURED WITH FOUR (4) 1" STAINLESS STEEL ANCHOR BOLTS. THE BOLTS SHALL BE EMBEDDED A MINIMUM OF 4" INTO THE CONCRETE AND TORQUE TO 150 FT. LBS.
2. THE STAINLESS STEEL PLATES AND BOLTS SHALL BE FURNISHED BY THE PUMP MANUFACTURER.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
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LIFT STATION BASE PLATES

DETAIL: P5-01C
DATE: 10-2014
SCALE: N.T.S.
SHEET: 1 OF 1

NOTES:

1. LIFT STATION DESIGNATION WILL BE ASSIGNED BY PSLUSD.

2. THE SIGN SHALL BE ¼" ALUMINUM WITH REFLECTIVE WHITE BACKGROUND AND BLACK LETTERING.

3. THE SIGN SHALL BE MOUNTED ON LIFT STATION GATE OR FENCE A MINIMUM 48" FROM BOTTOM OF FENCE AND SHALL BE VISIBLE FROM STREET. THE SIGN SHALL BE PERMANENTLY ATTACHED TO THE FENCE.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

LIFT STATION SIGNAGE

DETAIL: P5-09
DATE: 10-2014
SCALE: N.T.S.

SHEET DATA		
	BY	DATE
DESIGNED		
DRAWN		
CHECKED		
APPROVED		
CERTIFICATE		

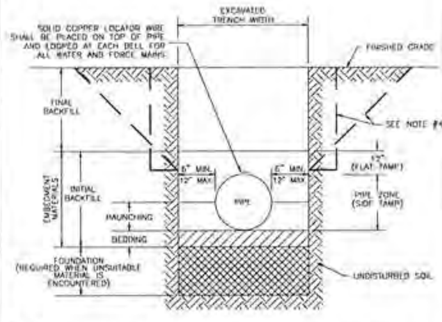
REVISIONS	BY	DATE
1.		
2.		
3.		
4.		

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

LIFT STATION SP-30 REPLACEMENT
LIFT STATION DETAILS

DAVID A. BARLAND
P.E. #19421

SHEET
5



NOTES:

1. FOR TRENCHES REQUIRING SHEETING, SHORING, STAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.

2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.

3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 TO 6 INCHES OF SELECT EMBEDMENT MATERIAL IS REQUIRED.

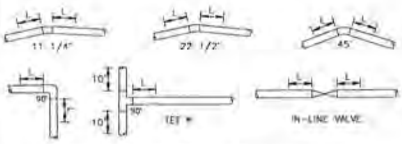
4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

5. AN APPROVED LOCATOR WIRE SHALL BE USED PER THE QUALIFIED PRODUCTS LIST.

6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS.

STANDARD PIPE TRENCH CROSS SECTION

HORIZONTAL BENDS



HORIZONTAL – L (FEET)						
DIAMETER	11-1/4°	22-1/2°	45°	90°	TEE* (BRANCH)	VALVES OR DEAD END
4"	2	4	8	18	20	29
6"	3	5	11	25	36	55
8"	4	7	14	33	52	72
10"	4	8	16	39	65	87
12"	5	9	19	45	80	102
14"	5	11	21	51	93	116
16"	6	12	24	57	107	131
18"	7	13	26	63	120	145
20"	7	14	29	68	133	159
24"	8	16	33	79	157	185
30"	10	19	39	93	192	222
36"	11	21	44	106	225	257
42"	12	24	49	117	254	289
48"	13	26	53	128	263	321

NOTES:

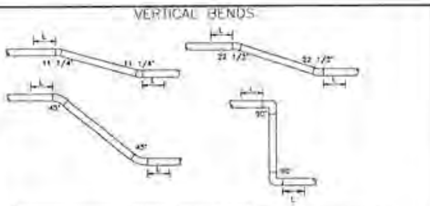
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH TYPE: 3 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- MINIMUM COVER: 3 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI
- * SIZE ON SIZE TEE @ 5' LENGTH ALONG RUN

2. IF FIELD CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS BASED ON THE FIELD CONDITION FOR REVIEW AND APPROVAL OF PSLUSD.

PIPELINE RESTRAINT REQUIREMENTS (HORIZONTAL)

VERTICAL BENDS



VERTICAL OFFSET – L (FEET)								
DIAMETER	11-1/4°		22-1/2°		45°		90°	
	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND
4"	4	2	8	3	17	5	39	11
6"	6	2	11	4	23	7	55	15
8"	8	2	15	4	32	9	72	20
10"	9	3	18	5	36	10	87	24
12"	11	3	21	6	43	12	102	28
14"	12	4	24	7	49	14	116	32
16"	13	4	27	8	55	16	131	36
18"	15	4	29	8	60	17	145	40
20"	16	5	32	9	66	19	158	44
24"	19	6	37	11	77	22	185	51
30"	22	7	45	13	92	26	222	62
36"	26	8	52	15	107	30	256	71
42"	29	8	58	16	120	34	289	80
48"	32	9	64	18	133	37	320	89

NOTES:

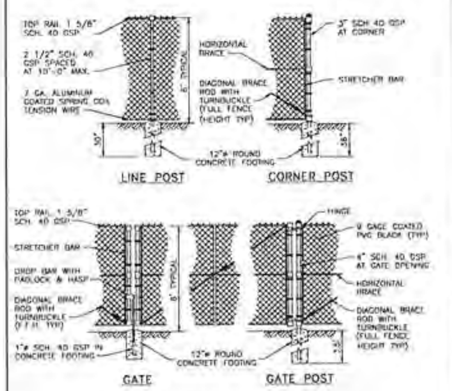
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH TYPE: 3 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- UPPER SIDE MINIMUM COVER: 3 FT
- LOWER SIDE MINIMUM COVER: 5 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI

2. WHEN CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PSLUSD.

3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

PIPELINE RESTRAINT REQUIREMENTS (VERTICAL)



NOTES:

1. AN OPAQUE CHAIN LINK FENCE, AT LEAST 6' HIGH SHALL BE PROVIDED.

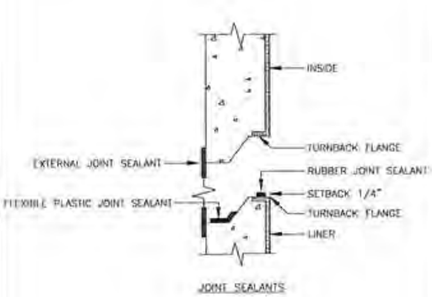
2. COATED STEEL WOVEN WIRE FABRIC SHALL BE STRETCHED TAUT WITH STRETCHER BARS AND STRAPS, FASTENED TOP & BOTTOM AT LINE POSTS WITH GALVANIZED PIG RING TIES.

3. THE GATE SHALL BE SEMI-TRANSPARENT TO ALLOW FOR VISUAL INSPECTION BY PSLUSD.

4. GATES TO BE SECURED OPEN WITH GATE STOP SET IN CONCRETE.

5. ALL MATERIAL SHALL BE BLACK IN COLOR.

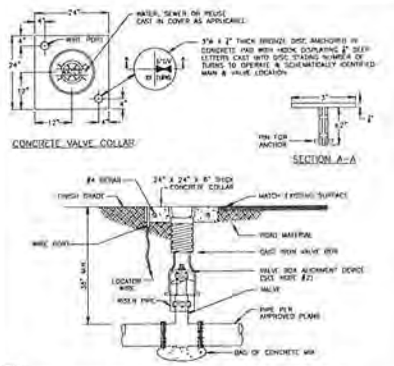
FENCE DETAILS



NOTE:

APPROVED JOINT SEALANTS ON THE QUALIFIED PRODUCTS LIST SHALL BE USED.

MANHOLE / WETWELL JOINT DETAIL



NOTES:

1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 30", A HIGH STRENGTH STEEL EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 24"-30" BELOW FINISHED GRADE. A STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.

2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.

3. BELT DOWN COVER SHALL BE USED IN ALL AREAS.

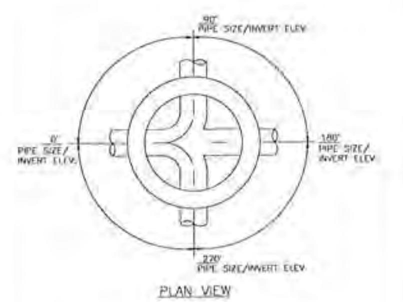
4. C900 P.V.C. RISER PIPE SHALL BE ADDED TO EXTEND THE VALVE BOX IF NEEDED.

5. VALVES SHALL NOT BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.

6. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS.

7. VALVE SHALL BE INSTALLED SO THAT OPERATING NUT AND VALVE BOX ARE LOCATED ON THE RIGHT-OF-WAY SIDE OF THE MAIN.

TYPICAL VALVE BOX AND COLLAR



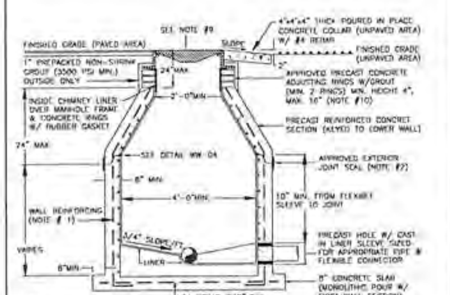
NOTES:

1. THE ENGINEER-OF-RECORD SHALL SUBMIT TO PSLUSD THE SHOP DRAWINGS FOR EACH STRUCTURE, PROVIDING THE DIAMETER OF EACH PIPE, INVERT ELEVATION OF EACH PIPE, RIM ELEVATION AND THE NUMBER OF DEGREES BETWEEN PIPES.

2. MANHOLE INTERIOR SHALL BE LINED UTILIZING A CORROSION BARRIER SYSTEM ON THE QUALIFIED PRODUCTS LIST (QPL).

3. MANHOLE EXTERIOR SHALL BE COATED WITH A PRIMER AND TWO COATS OF A WATER BASED EPOXY 3-5 MILS EACH PER THE PSLUSD SPECIFICATIONS. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

INVERT FLOW CHANNELS FOR MANHOLES



NOTES:

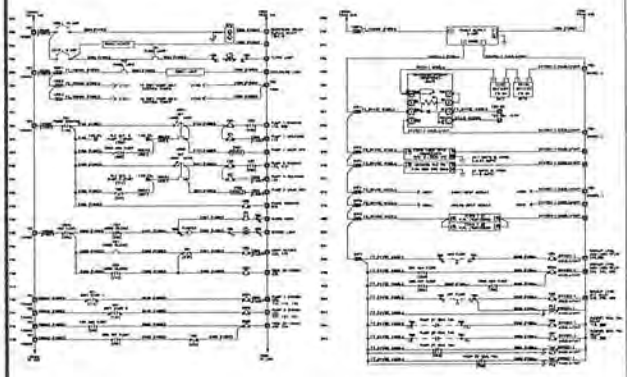
1. MANHOLE FABRICATION SHALL BE IN ACCORDANCE W/ ASTM C-478, LATEST REVISION.
2. SEALANT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION BETWEEN MANHOLE SECTIONS & AT ALL JOINTS (SEE DETAIL WW-04). ALSO AN APPROVED EXTERNAL JOINT SEAL SHALL BE APPLIED AT THE JOINTS.
3. ALL PIPE OPENINGS SHALL BE GAS AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.
4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE STAINLESS STEEL PIPE CLAMPS MUST BE INSTALLED ON THE FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT FLOW INTO FLOW STREAM (SEE DETAIL WW-01).
6. LIFT HOLES ARE PERMITTED BUT MUST BE GROUTED ONCE MANHOLE IS IN PLACE.
7. A MINIMUM OF 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.
8. MANHOLE AND BASE WILL BE LINED INSIDE WITH AN APPROVED LINER SYSTEM ON THE QUALIFIED PRODUCTS LIST (QPL).
9. AN APPROVED COVER & FRAME SHALL BE PROVIDED PER QPL. APPROVED INSIDE MANHOLE CHIMNEY SEALANT SHALL BE APPLIED OVER THE MANHOLE FRAME, CONCRETE RINGS, AND LINER SECTION IN ACCORDANCE WITH THE SPECIFICATIONS.
10. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24 INCHES INCLUDING FRAME CASTING.
11. EXCAVATION, DEWATERING, BACKFILL & COMPACTION SHALL BE CONDUCTED IN ACCORDANCE W/ THE PSLUSD UTILITY STANDARDS. DENSITY TESTS SHALL BE PERFORMED AND SUBMITTED AS REQUIRED.

STANDARD PRECAST MANHOLE

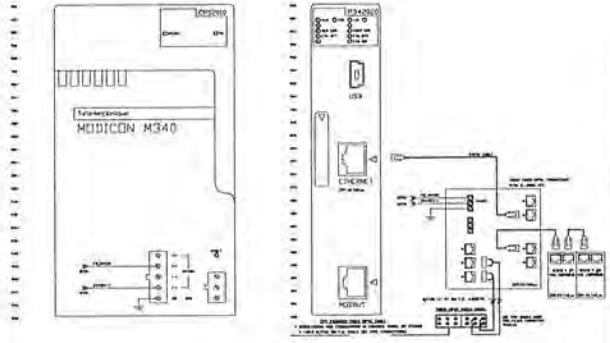
CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

LIFT STATION SP-30 REPLACEMENT
UTILITY DETAILS

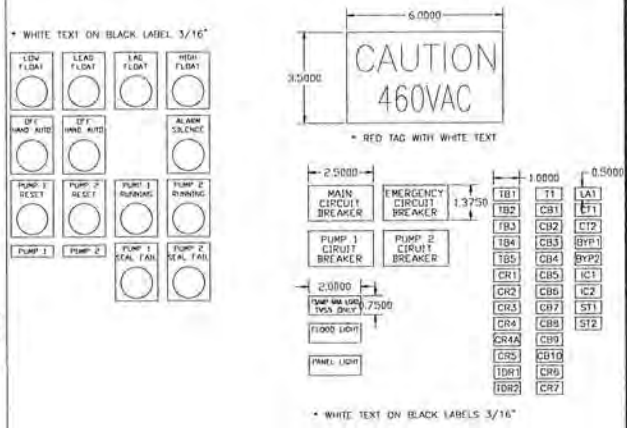
SHEET 6



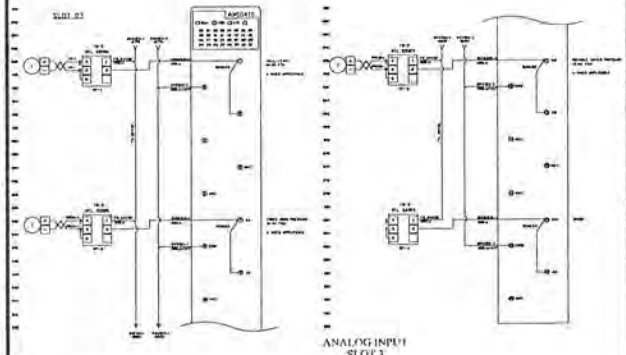
POWER CIRCUITS
120VAC
DUPLEX
PUMP PANEL



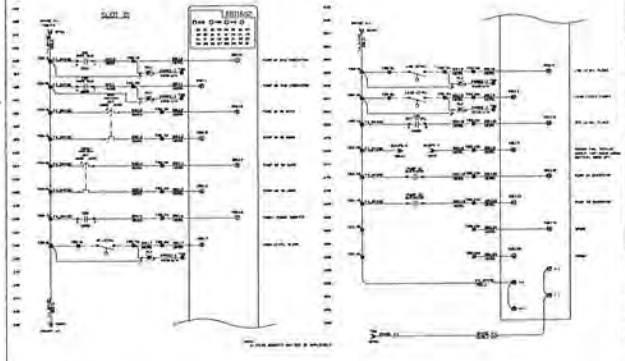
COMMUNICATIONS
FIBER OPTIC
DUPLEX
PUMP PANEL



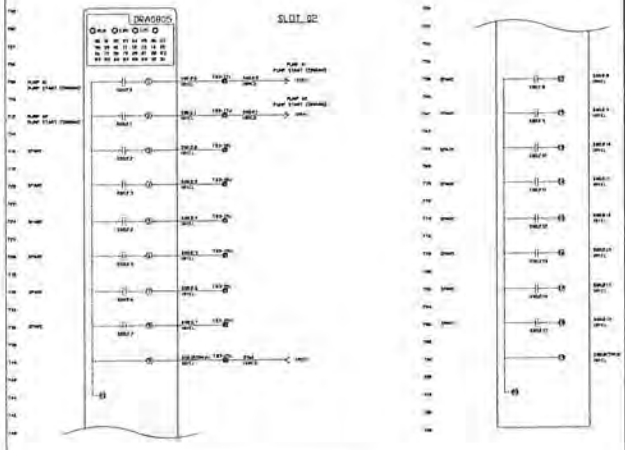
NAMEPLATE DETAILS
460VAC, 3 PHASE, 60 HERTZ
DUPLEX
PUMP PANEL



ANALOG INPUT
SLOT 3
DUPLEX
PUMP PANEL



DISCRETE INPUTS
SLOT 1
DUPLEX
PUMP PANEL



DISCRETE OUTPUTS
SLOT 2
DUPLEX
PUMP PANEL

ATTACHMENT A - E-BID #20160197
Page 7 of 11

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

SOFT START WITH FIBER

DETAIL: PS-12
DATE: 2015
SCALE: N.T.S.
SHEET 7

NOTES:
* CB1, CB1, CB2, CB5 & CB6 MAY VARY PER SITE. PLEASE SIZE ACCORDINGLY.

BILL OF MATERIAL
48 X 48 X 12
DUPLEX
PUMP PANEL

NOTE:
ENCLOSURE DOORS SHALL HAVE DOOR STOPS INCLUDED
SWING-OUT PANELS SHALL HAVE DOOR STOPS INCLUDED
ENSURE PANEL ARE SUPPLIED WITH DBR2 SHIELDS AND FACTORY GASKETS
AFIX LAMINATED DRAWINGS TO THE INSIDE OF PANEL DOOR

ENCLOSURE LAYOUT
48 X 48 X 12
DUPLEX
PUMP PANEL

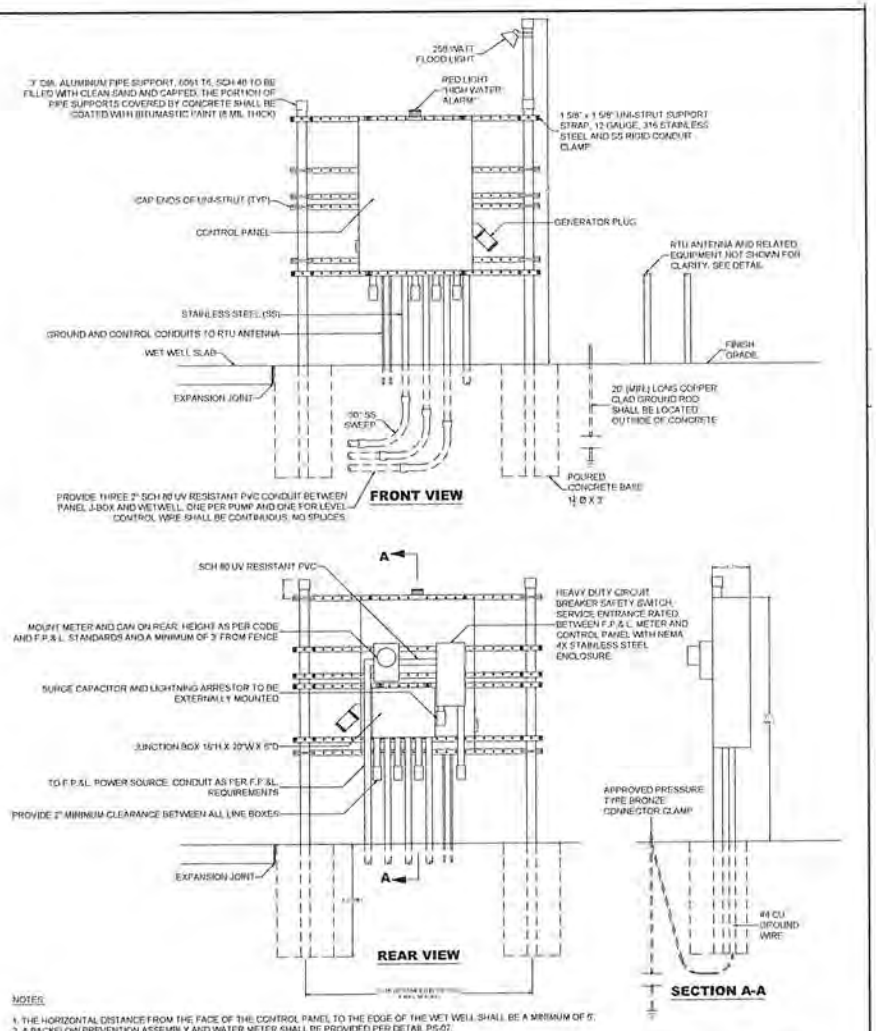
POWER CIRCUITS
460VAC, 3 PHASE, 60 HERTZ
DUPLEX
PUMP PANEL

PANEL LAYOUT
48 X 48 X 12
DUPLEX
PUMP PANEL

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

SOFT START WITH FIBER

DETAIL: PS-12
DATE: 2015
SCALE: N.T.S.
SHEET: 8



NOTES:

1. THE HORIZONTAL DISTANCE FROM THE FACE OF THE CONTROL PANEL TO THE EDGE OF THE WET WELL SHALL BE A MINIMUM OF 5'.
2. A BACKFLOW PREVENTION ASSEMBLY AND WATER METER SHALL BE PROVIDED PER DETAIL PS-07.
3. * SEALED WITH CHICO COMPOUND.
4. THE PEDESTAL, CONTROL PANEL AND RELATED COMPONENTS SHALL NOT BE PAINTED.
5. A TRANSFORMER MAY BE ALLOWED ON A CASE-BY-CASE BASIS WHEN REQUESTED IN ADVANCE BY THE ENGINEER-OF-RECORD (EOR) AND APPROVED IN WRITING BY THE PSLUSU.
6. THE SIZE OF THE PEDESTAL AND CONTROL PANEL SHALL BE SPECIFIED ON THE SHOP DRAWINGS BY THE EOR.

	LIFT STATION **CONTROL PANEL - PEDESTAL DETAIL** **OUTSIDE PSL CITY LIMITS**	**DETAIL:** **DATE: 03/2010** **SCALE: N.T.S.** **SHEET: 2 OF 2**

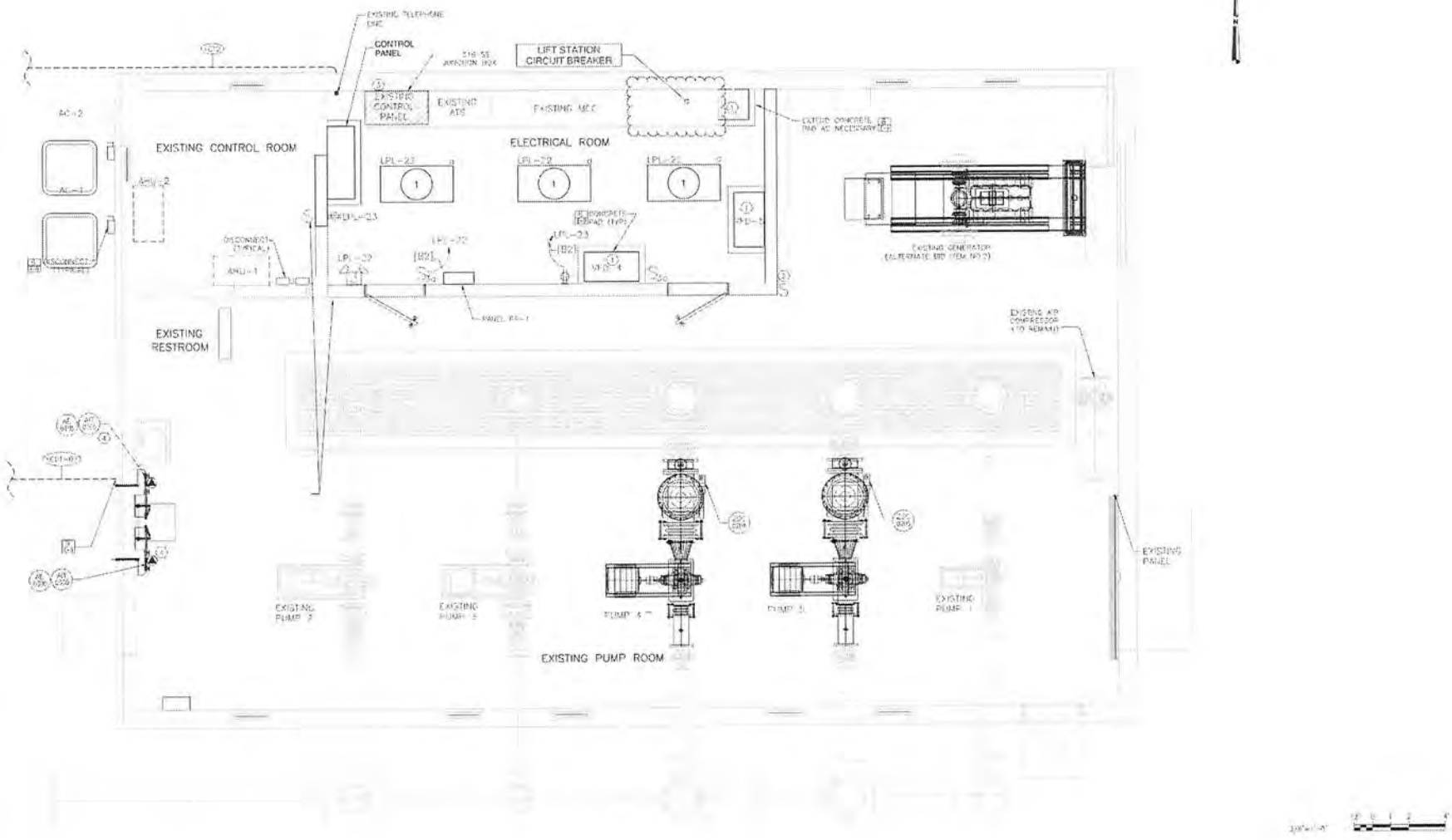
REVISIONS	BY	DATE
1 INTERTOWNE CHOICE		

SHEET DATA	BY	DATE
DESIGNED		
DRAWN		
CHECKED		
APPROVED		
DATE FIELD WORK		

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

LIFT STATION SP-30 REPLACEMENT
CONTROL PANEL DETAILS
PEDESTAL MOUNTING

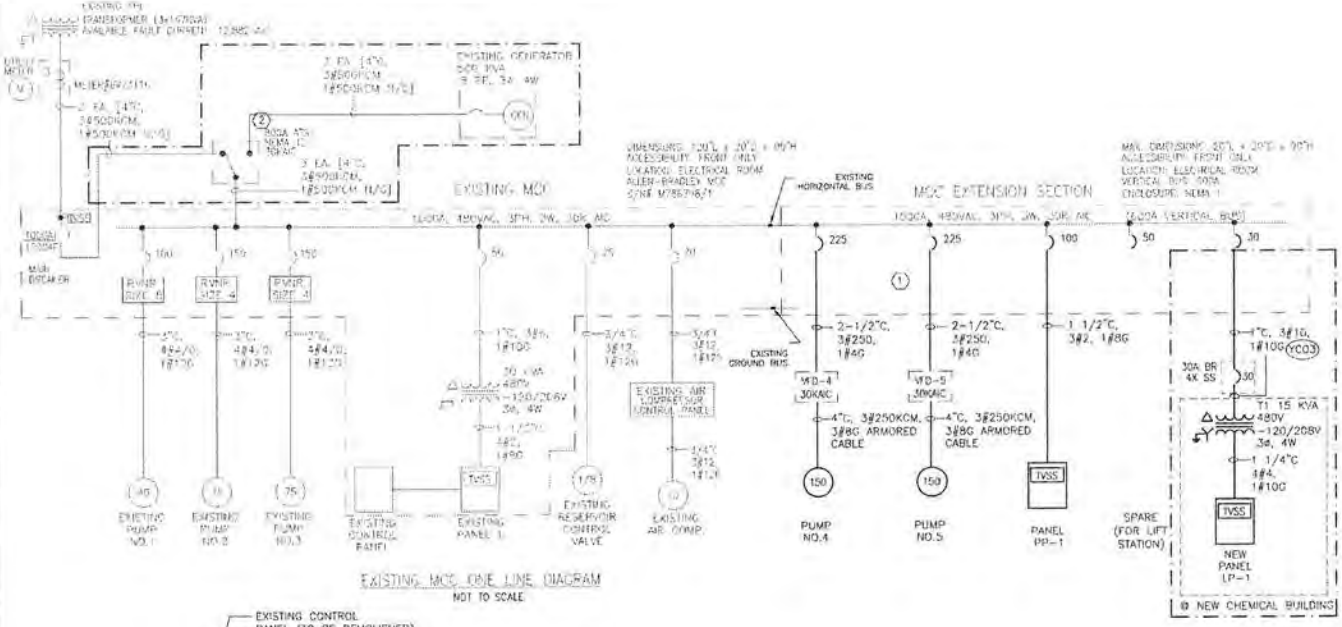
DAVID B. GARLAND P.E. # 69837



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

LIFT STATION SP-30 REPLACEMENT
ELECTRICAL ROOM PLAN

SHEET
10



EXISTING MCC ONE LINE DIAGRAM
NOT TO SCALE

SERVICE CALCULATION 480V, 3-PHASE
NOTE: FOR CALCULATION PURPOSES, 1 KVA = 1 HP

LOAD	CONNECTED LOAD	HOUSING LOAD
EXST. HIGH SERVICE PUMP NO.1 (40 HP)	52 A	12 A
EXST. HIGH SERVICE PUMP NO.2 (75 HP)	96 A	0 A
EXST. HIGH SERVICE PUMP NO.3 (75 HP)	96 A	0 A
EXISTING PANEL L	36 A	23 A
EXISTING RESERVOIR VALVE	2 A	2 A
EXISTING AIR COMPRESSOR	14 A	11 A
NEW HIGH SERVICE PUMP NO.4 (150 HP)	150 A	144 A
NEW HIGH SERVICE PUMP NO.5 (150 HP)	180 A	144 A
NEW PANEL PP-1	100 A	46 A
NEW PANEL AND PANEL LP1	18 A	12 A
TOTAL	834 A	426 A
25% OF LARGEST MOTOR	45 A	45 A
SERVICE TOTAL	879 A	421 A
SERVICE KVA	731 KVA	301 KVA

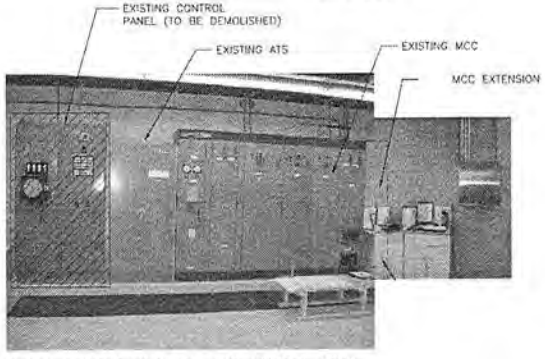


PHOTO: EXISTING MCC, ATS, AND CONTROL PANEL
NOT TO SCALE

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

LIFT STATION SP-30 REPLACEMENT
ELECTRICAL DIAGRAM

SHEET
11

CITY OF PORT ST. LUCIE

E-BID #20160197

Attachment "B"
TECHNICAL SPECIFICATIONS

REPLACEMENT OF LIFT STATION #SP-30
CONSTRUCTION PROJECT

UTILITY SYSTEMS DEPARTMENT
PROJECT # 33.3030

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RELEASE FORM	PAGE 5
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APPENDIX B – PAY ITEM DESCRIPTIONS	PAGE 7
APPENDIX C - UTILITY STANDARDS MANUAL	PAGE 12
APPENDIX D – UTILITY STANDARD DETAILS	PAGE 13
APPENDIX E – QUALIFIED PRODUCTS LIST	PAGE 14

END OF SECTION

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Scope and Intent:

The Project consists of construction of the new lift station and all associated piping, piping connections, manholes, sanitary sewer, fencing, concrete driveway, electrical service, lift station controls, control panel, fiber optic communication, and accessories, valves and all other items identified on the Contract Drawings.

The Project also consists of demolition of the existing lift station. The demolition will include removing all electrical components of the existing pumps as well as the pumps and all appurtenances. The valve pit structure shall be removed as indicated on the Contract Drawings. All buried mains identified for demolition shall be removed and disposed of according to all applicable regulations or shall be pumped full of grout.

The Project also consists of grouting and abandoning small sections of the existing six (6) inch force main, furnishing and installing approximately ninety three (93) lineal feet (LF) of new six (6) inch PVC force main by open cut, furnishing and installing approximately two hundred fifteen (215) lineal feet (LF) of new eight (8) inch PVC low pressure main, furnishing and installing approximately thirty four (34) lineal feet (LF) of ten (10) inch PVC sanitary sewer gravity main, and furnishing and installing a standard manhole.

Existing Facility Operation: The Contractor shall maintain operation of the existing lift station until the new lift station is completely constructed, successfully tested and certified by the City of Port St. Lucie Utility Systems Department (PSLUSD). Until the new lift station has been certified, the Contractor shall be required to set up an account with FPL in the Contractor's name.

All items not specifically identified in the bid reply sheet are considered to be incidental to other pay items in the contract. Also, any item not included in the attached specifications shall be covered under the City of Port Saint Lucie Utility Systems Department Utility Standards Manual.

END OF SECTION

SUPPLEMENTAL CONDITIONS

1. CONTROL PANEL

Control Panel shall be designed to utilize fiber optic communication. The panel door will be the full size of the control panel to provide complete access to all components inside the panel and include a locking brace. The controller must have a minimum of six (6) analog inputs which may require an-add on to the controller. The top of the control panel shall be no higher than 6'-6" above ground level. The 110 Volt receptacle shall be weatherproof when a cord is in use and placed on the deadfront panel inside the enclosure. Light Pole, light, base, conduit and all other related items shall be included in the cost of the control panel.

The control panel shall be furnished by one of the following City approved companies:

A. Best Controls Company of Clearwater, Florida
B. Curry Controls Company of Lakeland, Florida
C. ECS Control Systems of Jacksonville, Florida

2. SCADA SOFTWARE

The software that is to be utilized for the SCADA system is Unity Pro. The Systems Integrator that programs the software shall be fully qualified and experienced in installations of similar SCADA systems for wastewater lift stations and shall be one of the companies named above.

3. FPL CONDUIT

The Contractor is to place a two (2) inch conduit from the MCC in the Chemical Building at the Midport Water Booster Pump Station. This is incidental to the contract.

4. FPL ACCOUNT

The Contractor shall set up the initial FPL account in the name of the Contractor and be responsible for all power costs to the proposed lift station until the time the Owner/Engineer agrees that substantial completion has been achieved and the new lift station is in use. At such time, the Owner will transfer the FPL account into the Owner's name within 14 days.

5. STAGING AREA

The Owner will provide an area approximately 1/4 acre in size at the City drainage area easement on Belcrest Street adjacent to the project site for the new lift station for the use of the Contractor for equipment and material storage, including stockpiling excess useable fill. Upon completion of the project, all excess fill shall be removed from the property and the site shall be restored to its pre-construction condition. Access to the staging area is only during the hours of 8:00 AM to 5:00 PM Monday through Friday unless approved in writing by the Owner. The Contractor will be responsible for allowing access to any subcontractors or suppliers.

END OF SECTION

RELEASE

_____, hereinafter referred to as "the Contractor" hereby unconditionally releases and forever discharges the City of Port St. Lucie, its officers, directors, employees and agents, hereinafter collectively referred to as City from any and all legal or equitable causes of action, suits, damages, claims and demands whatsoever, which Contractor ever had or now has against City directly or indirectly, whether known or unknown, for, upon or by reason of any matter, cause or thing whatsoever, whether known or unknown, including, but not limited to:

All claims arising out of, or in any way related to, the design, negotiation, supervision, or performance of a project known as the City of Port St. Lucie Lift Station SP-30 Replacement in accordance with a contract dated between the Contractor and the City of Port St. Lucie.

CONTRACTOR By: _____

Title: _____

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, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state aforesaid this _____ day of _____, 20__.

_____

NOTARY PUBLIC,
State of Florida at Large

(NOTARY SEAL) My commission expires: _____

END OF SECTION

APPENDIX A
PROJECT COMPLETION CERTIFICATION

CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT
PROJECT COMPLETION CERTIFICATION

CONTRACTOR'S CERTIFICATION

INFORMATION PROVIDED BY:

Name: _____
Address: _____
Phone #: _____

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF...

_____	Pavement	_____	Water Main
_____	Storm & Drainage System	_____	Reclaimed Water Main
_____	Lake or Pond	_____	Force Main
_____	Sanitary Gravity System	_____	Lift Station

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND CITY STANDARDS. THE AS BUILT SURVEY IS A COMPLETE REPRESENTATION OF THE CONSTRUCTION, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNDERGROUND UTILITY CONTRACTOR'S SIGNATURE & DATE: _____
NAME: _____
FLORIDA LICENSE NO: _____

SURVEYOR'S AS-BUILT CERTIFICATION

INFORMATION PROVIDED BY:

Name: _____
Address: _____
Phone #: _____

I HEREBY CERTIFY THAT THE...

_____	Pavement	_____	Water Main
_____	Storm & Drainage System	_____	Reclaimed Water Main
_____	Lake or Pond	_____	Force Main
_____	Sanitary Gravity System	_____	Lift Station

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THE "AS-BUILT" SURVEY AND MEET THE TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472 OF FLORIDA STATUTES AND CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

SIGNATURE & DATE: _____
NAME: _____
FLORIDA LICENSE NO: _____

ENGINEER'S CERTIFICATION

INFORMATION PROVIDED BY:

Name: _____
Address: _____
Phone #: _____

PURSUANT TO CHAPTER 471 OF FLORIDA STATUTES AND CHAPTER 61G15-23, FLORIDA ADMINISTRATIVE CODE OF THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS, I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, BASED ON OBSERVATIONS DURING CONSTRUCTION, MY ASSESSEMENT OF THE COMPLETED WORK AND REVIEW OF THE "AS-BUILT" SURVEY, THE PROJECT INCLUDING...

_____	Pavement	_____	Water Main
_____	Storm & Drainage System	_____	Reclaimed Water Main
_____	Lake or Pond	_____	Force Main
_____	Sanitary Gravity System	_____	Lift Station

WAS COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH THE INTENT OF THE PROJECT PERMITS, APPROVED PLANS AND CITY STANDARDS.

SIGNATURE & DATE: _____
NAME: _____
FLORIDA LICENSE NO: _____

EFFECTIVE DATE: 10/01/2011 PSLUSD Doc No 131

33.3030-1	Mobilization / Demobilization	The Lump Sum Price for Mobilization and Demobilization shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, materials, sanitary facilities, and surplus and/or spoil excavation handling cost(s) required to complete the work, in accordance with the plans and contract documents. Payment shall be 50% for mobilization and the remaining 50% for demobilization after substantial completion of the project. This amount also includes all bonding and insurance requirements.
33.3030-2	Maintenance of Traffic (F&I)	The Lump Sum Price for Maintenance of Traffic shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide and maintain advance and/or work zone vehicular and/or pedestrian maintenance of traffic, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements. This project requires the approval of St. Lucie County.
33.3030-3	Pre-Construction Survey Lay-out (F&I)	The Lump Sum Price for Pre-Construction Lay-out shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide, base line stationing, initial construction layout, and replacement of damaged and/or missing staking as the work progresses, to assure the E.O.R. and/or the PSLUSD can verify the work is progressing in accordance with the intended design.
33.3030-4	Post Construction Survey & As-built Drawings (F&I)	The Lump Sum Price for Post Construction As-builts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to perform the field survey and mapping requirements in accordance with the plans and contract documents, including AutoCAD and PDF copies of the As-Built Survey.
33.3030-5	Erosion and Pollution Control (F&I)	The Lump Sum Price for Erosion and Pollution Control shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to install and maintain the erosion and pollution control devices throughout the duration of the project, in accordance with the plans and contract documents, including NPDES Permitting and Reports (if applicable).
33.3030-6	Density Testing (F&I)	The Unit Price for Density Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials costs, required for passing in-place density tests, proctor test(s), and signed and seal test report(s), in accordance with the plans, and contract documents. The testing company is to be approved by the City. The Unit Price basis is for all passing signed and sealed test reports received by the City.
33.3030-7	Concrete Slump & Compression Testing (F&I)	The Unit Price for Concrete Slump & Compression Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for each passing combination slump & compression test, and signed and sealed test reports, in accordance with the plans, and contract documents. The Unit Price basis is for all signed and sealed concrete test reports received by the City.
33.3030-8	Clearing & Grubbing (F&I)	The Lump Sum Price for Clearing & Grubbing shall be full compensation, included but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to clear & grub and dispose of, all vegetation, concrete driveways, and all other miscellaneous debris.

33.3030-9	Fine Grade, 1" Below Finish Grade (F&I)	The Lump Sum Price for Fine Grading to 1" below Finish Grade shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to fine grade the entire work zone to within 1" of Finish Grade and coordination with the City's Landscape Contractor.
33.3030-10	2 Ply 40 ml Visqueen & Gravel (F&I)	This square yard Unit Price for 2 Ply 40 ml Visqueen & Gravel (F&I) shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment and material cost(s) for the installation of 2 Ply 40 ml Visqueen & Gravel or approved equal in the location within the fenced enclosure adjacent to the concrete slab as shown on the design plans. This product should prevent grass from growing through the Visqueen into the gravel.
33.3030-11	6" Concrete Slab (4000 psi w/ Fiber Mesh), (F&I)	This square yard Unit Price for Concrete Slab shall be full compensation, including but not limited to, the Prime and/or Sub-contractor (s) personnel, equipment and material cost(s) required to construct the 6" thick concrete slab shown on the design plans.
33.3030-12	6" Concrete Driveway Turnout (4000 psi w/ Fiber Mesh), (F&I)	The square yard Unit Price for Driveway Turnouts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to construct the lift station driveway turnout and driveway concrete, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements. Payment is subject to passing slump & compression testing.
33.3030-13	Dewatering	The Lump Sum Price for dewatering shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment and material costs required to dewater the lift station site or pipeline routes as needed. The cost should also include electrical costs and permitting.
33.3030-14	Existing Lift Station Bypass (F&I)	The Lump Sum Price for the Bypass of the Existing Lift Station shall be full compensation for maintaining in service the existing lift station until after the new lift station is placed in service, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and materials cost(s), required to maintain operational service in accordance with the plans and contract documents.
33.3030-15	Existing Lift Station Demolition (F&I)	The Lump Sum Price for the Demolition of the Existing Lift Station shall be full compensation for the demolition of the existing lift station after new lift station is placed in service, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and materials cost(s), required for the demolition and removal of debris and equipment. This item also includes any demolition of the existing lift station appurtenances.
33.3030-16	10" PVC Sanitary Sewer (F&I)	The linear foot Unit Price for 10" C-900 PVC sanitary sewer main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the 8" sewer main, in accordance with the plans and contract documents.
33.3030-17	6" PVC, Force Main & Locating Wire (F&I)	The linear foot Unit Price for 6" PVC Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the 6" PVC force main, in accordance with the plans and contract documents. The cost of locating wire shall be included in the 6" PVC Unit Price.

33.3030-18	8" PVC LPM Main & Locating Wire (F&I)	The linear foot Unit Price for 8" PVC LPM shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the 8" PVC LPM by open cut, in accordance with the plans and contract documents. The cost of locating wire shall be included in the 8" PVC LPM Unit Price.
33.3030-19	C-153, 350 PSI, D.I.P Fittings and Restraints (F&I)	The Unit Price per ton for C-153, Epoxy Lined DIP Fittings shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct these items, in accordance with the plans and contract documents. The cost(s) of restraints shall be included with the DIP Fittings Price.
33.3030-20	6" Check Valves (F&I)	The Unit Price for a Check Valve shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the valve, in accordance with the plans and contract documents.
33.3030-21	6" Plug Valves (F&I)	The Unit Price for a Plug Valve shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the valve, in accordance with the plans and contract documents.
33.3030-22	2" Automatic Air Release Valve (F&I)	The Unit Price for an Automatic Air Release Valve (AARV) shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the AARV, in accordance with the plans and contract documents.
33.3030-23	Functional Testing - Force Main (F&I)	The Lump Sum Price for Functional Testing of the Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to flush and pressure test the force main, in accordance with the plans and contract documents.
33.3030-24	Tie-in to existing 6" Force Main (F&I)	The Lump Sum Price for tying into the existing Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to connect to the existing Force Main, in accordance with the plans and contract documents including draining the existing main and disposal of any drained solids or liquids. This item also includes the tie-in for temporary pumping.
33.3030-25	Cap Existing Force Main (F&I)	The Lump Sum Price for capping the existing Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to cap the existing Force Main, in accordance with the plans and contract documents.
33.3030-26	Functional Testing - Sanitary Sewer System (F & I)	The Lump Sum Price for Functional Testing of the sanitary sewer system shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to clean, leak test, mandrel test and TV test the sanitary sewer mains, in accordance with the plans and contract documents. Manhole testing is to be included in the price for sanitary sewer functional testing.

33.3030-27	Lift Station (Complete), (F&I)	The Lump Sum Price for the installation of the Lift Station shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the lift station complete, including but not limited to, the wet-well, pumps, power conduits, piping, access hatches and odor control scrubber, in accordance with the plans and contract documents. This cost shall also include all related testing. The above ground D.I.P. piping, fittings and valve assembly are included in a separate item. The Control Panel assembly is paid as a separate item.
33.3030-28	Electrical Service (Complete), (F&I)	The Lump Sum Price for the installation of the 230 volt/150 Amp Electrical Service shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct complete, including but not limited to, conduits, electrical disconnect, meter can, wiring, grounding, and permitting, in accordance with the plans and contract documents.
33.3030-29	Control Panel with Fiber Optic Communication), (F&I)	The Lump Sum Price for the installation of the Control Panel and Communication System shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct and program both in the field and control room, the complete control and fiber optic communication system, including, but not limited to, pump controller, control components, floats, pressure transducers and conduits, in accordance with the plans and contract documents This item shall also include the light, base and other relevant lighting items.
33.3030-30	6' Chain Link Fence, (w/2-10' Gates), (F&I)	The Lump Sum Price for the 6' Chain Link Fence shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct complete the lift station fence and gates, in accordance with the plans and contract documents.
33.3030-31	Temporary 6' Chain Link Fence, (F&I)	The Lump Sum Price for the Temporary 6' Chain Link Fence shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct complete the temporary construction fence, in accordance with the plans and contract documents.
33.3030-32	Seed and Mulch (F&I)	The square yard Unit Price shall be full compensation, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and material cost(s) required to construct the seed and mulch in all areas not addressed otherwise as shown on the plans. Watering and mowing of seed and mulch is included in the cost of seed and mulch.
33.3030-33	Floratam Sod (F&I)	The square yards Unit Price shall be full compensation, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and material cost(s) required to construct the sod in all areas around the lift station site including swales. The Contractor will not be paid for sod in areas disturbed outside of areas shown on the plans. The sod shall be placed around the new lift station and at the demolition site of the existing lift station. Watering and mowing of sod is included in the cost of sod.
33.3030-34	Water Service Assembly, (F&I)	The Lump Sum Price for the Water Service Assembly shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material costs, required to construct complete, including but not limited to, tapping main, 1" service with a 1" meter riser, 1" RPZ backflow preventers, hose bib, pressure transducer, and conduit, in accordance with the plans and contract documents.

33.3030-35	Cementitious Grout for Existing 6" FM (F&I)	The linear foot Unit Price for Cementitious Grout shall be full compensation, including but not limited to, grouting the existing mains to be abandoned as shown on the plans. All abandoned mains shall be grouted.
33.3030-36	Cementitious Grout for Existing 6" LPM (F&I)	The linear foot Unit Price for Cementitious Grout shall be full compensation, including but not limited to, grouting the existing mains to be abandoned as shown on the plans. All abandoned mains shall be grouted.
33.3030-37	Sanitary Manhole (F&I)	The Lump Sum Price for the installation of the Sanitary Manhole shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the manhole complete, including but not limited to, the structure, interior and exterior coatings and linings, cover assembly, and all appurtenances, in accordance with the plans and contract documents.
33.3030-38	Culvert (F&I)	The Lump Sum Price for the installation of the Culvert shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to remove and replace the culvert complete, including but not limited to, the structure and all appurtenances, in accordance with the plans and contract documents. The culvert shall be 15" diameter with mitered ends (FDOT No. 272) and approximately 26' in length in accordance with St. Lucie County requirements.
33.3030-39	Site Fill and Grade (F&I)	The cubic yard Unit Price for Site Fill and Grade shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to furnish and compact select fill, and rough grade the site near the proposed lift station and driveway to attain the finished grade indicated on the plans and coordination with the City's Landscape Contractor.

NOTES:

1. Payment for items listed as a Lump Sum Price shall be based on percent completed at the time of the pay request. The percent complete shall be approved by the City. Any items that are disputed will be removed from the pay request until resolved at a later date and the undisputed items on the pay request will be paid within the required time limit.

2. Density testing shall be done by one of the following companies approved by the City:
   A. Anderson Andre Consulting Engineers
   B. Ardaman & Associates
   C. Dunkelberger Engineering & Testing
   D. Nutting Engineers of Florida

END OF SECTION

APPENDIX C

UTILITY STANDARDS MANUAL

Available for download the City of Port St Lucie Utility Systems Department.website at: http://www.cityofpsl.com/utility/commercial-development/pdf/utility-74d-standards-manual.pdf

APPENDIX D

UTILITY STANDARD DETAILS

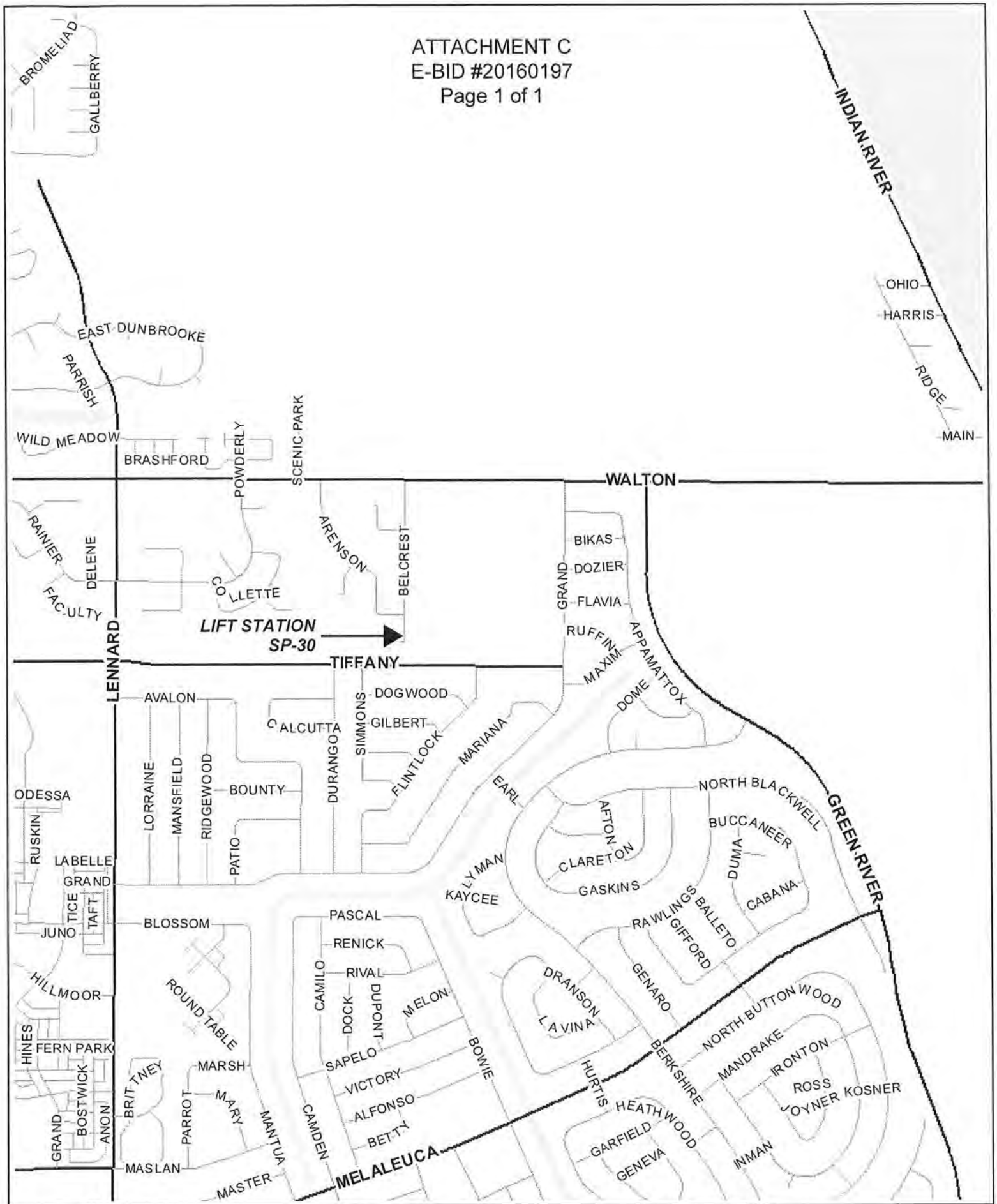
Available for download the City of Port St Lucie Utility Systems Department website at: http://www.cityofpsl.com/utility/commercial-development/pdf/utility-75d-standard-details.pdf

APPENDIX E

QUALIFIED PRODUCTS LIST

Available for download the City of Port St Lucie Utility Systems Department website at: http://www.cityofpsl.com/utility/commercial-development/pdf/pslusd-17-qualified-product-list.pdf

ATTACHMENT C
E-BID #20160197
Page 1 of 1



LIFT STATION SP-30

Bellcrest Street

Map produced by the City of Port St Lucie City Council Map Generator Website on: 8/19/2016

Scale:

0 0.1 0.2 0.4

mi

Addendum #1
E-Bid #20160197
Replacement of Lift Station #SP-30 Construction Project
October 20, 2016

Questions:

1.) ***Q: The bid form and the plans do not match on the low pressure force main.***
A: The Plans have been revised, see Sheets 2 and 3.

2.) ***Q: Where is the 215 LF of 8" Low Pressure main going? Not clear on the plans.***
A: The Plans have been revised, see Sheets 2 and 3.

3.) ***Q: What is the 26 LF of 8" Drain tying into? Not Clear on plans.***
A: The 8" drain ties in at the existing line and then is routed to the new lift station.

4.) ***Q: What size pipe is the 59 LF of 6" Low Pressure Force main tying into?***
A: The existing 6" LPM is being replaced with an 8" LPM as shown on Sheets 2 and 3. The 8" LPM ties in at the existing 6" tee.

5.) ***Q: What size pipe is the 93 LF of 6" Low Pressure Force main tying into?***
A: This is a 6" force main that ties in to the existing 6" FM.

6.) ***Q: The electrical riser diagram on sheet #11 shows some work as new. I think this sheet is old and is provided for informational purposes only. Please confirm this scope does not include the new work shown on sheet 11.***
A: Sheet 11 has been deleted.

7.) ***Q: Is the existing circuit breaker feeding the existing lift station to be utilized for the new lift station? If so, please identify how both lift stations are to remain energized during the commissioning process for the new lift station. Also confirm the existing breaker is the correct size.***
A: Sheets 10 and 11 have been deleted. Power shall be routed from the FPL power pole shown on Sheet 2 with a new 230V drop to a foot hole at the base of the pole. Both the existing lift station and the new lift station will have to be powered until the new lift station has passed a start-up test.

8.) ***Q: If a new circuit breaker is required for the new lift station, please identify its location, type, and brand. Also identify if modifications are needed to an existing MCC section to accommodate or if a new section of MCC will be required.***
A: Sheets 10 and 11 have been deleted.

9.) ***Q: Please provide conduit TYPE and SIZE from the MMC to the new lift station meter socket.***
A: Sheet 9 has been replaced.

10.) ***Q: Please provide conduit TYPE and SIZE for the fiber optics; from the pull box to the lift station control panel.***
A: Specifications for the fiber optic cable are included in the Fiber Optic Network Standards Manual which is posted on the City Website for the Utility Services Department. Conduit is 2" Schedule 80 PVC.

11.) Q: The Technical Specifications, sheet 4, states:
Sheet #4 & Sheet #9 show two different lift station Pedestal details. Sheet #4 shows a concrete pedestal for the rack system, and no N4X junction box. Sheet #9 shows 3" diameter aluminum posts for the rack system, and shows a N4X junction box to be installed. Also the detail on Sheet 9 is labeled as" PEDESTAL DETAIL OUTSIDE PSL CITY LIMITS", this project is within the city limits. Please advise on which detail we are to bid.
A: Sheet 4 is for the existing lift station which is to be demolished. Sheet 9 has been replaced.
Sheets #3 & #9 show different TYPES of conduits being installed; between the control panel and the wet-well. Sheet #3 shows 2" PVC SCH80 conduit between the Control panel and wet-well; LIFT STATION WET WELL SECTION detail. Sheet #9 shows 2" stainless-steel conduit to be installed between the control panel and wet-well; FRONT VIEW detail. Please advise on which TYPE of conduit we are to bid, between the control panel and wet-well.
Sheet 9 has been replaced. See the revised Sheets 2 and 3 for more information.

12.) Q: FPL CONDUIT
The Contractor is to place a two (2) inch conduit from the MCC in the Chemical Building at the Midport Water Booster Pump Station. This is incidental to the contract.
A: Sheets 10 and 11 have been deleted. Power shall be routed from the FPL power pole shown on Sheet 2 with a new 230V drop to a foot hole at the base of the pole. See the revised Sheets 2 and 3 for more information.

13.) Q: Please clarify. Size and Type of conduits? Are these conduits to go from the MMC to the new lift station?
A: Sheets 10 and 11 have been deleted. Power shall be routed from the FPL power pole shown on Sheet 2 with a new 230V drop to a foot hole at the base of the pole.

Revisions:

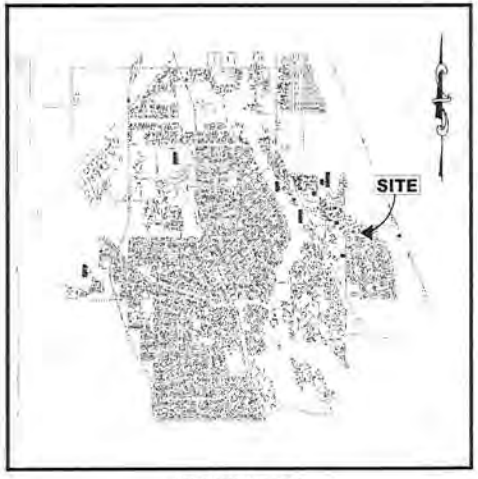
1.) Construction Plans have been revised and issued as Addendum #2. Correct plans are dated October 18, 2016.

2.) The E-Bid Reply Excel Spreadsheet has been revised and issued as Addendum #3. This will be the only form accepted unless directed in a future Addendum.

Additions to the Specifications:

1.) Add an odor scrubber near the wet well vent. The odor scrubber shall be a Calgon Ventsorb PE, 55 gallon per canister with 180 lbs. of sti-x carbon for removal of hydrogen sulfide gas or equal.b. See Line Item #43 on the E-Bid Reply Excel Spreadsheet.

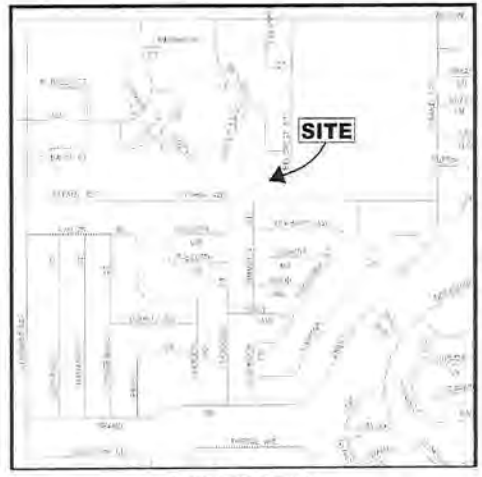
CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
LIFT STATION SP-30 REPLACEMENT



VICINITY MAP
NOT TO SCALE

OCTOBER 18, 2016

JESUS MEREJO ..... DIRECTOR
BRAD MACEK ..... ASSISTANT DIRECTOR



LOCATION MAP
NOT TO SCALE

DRAWING INDEX

1 COVER
2 LIFT STATION SITE PLAN
3 LIFT STATION SECTION AND PIPING PLAN
4 EXISTING LIFT STATION DEMOLITION PLAN
5 LIFT STATION DETAILS
6 UTILITY DETAILS
7 SOFT START WITH FIBER
8 SOFT START WITH FIBER
9 CONTROL PANEL DETAILS

PREPARED BY

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FLORIDA 34983
PHONE: (772) 873-6400
FAX: (772) 873-6433

ENGINEER OF RECORD

DAVID B. GARLAND, P.E.
CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
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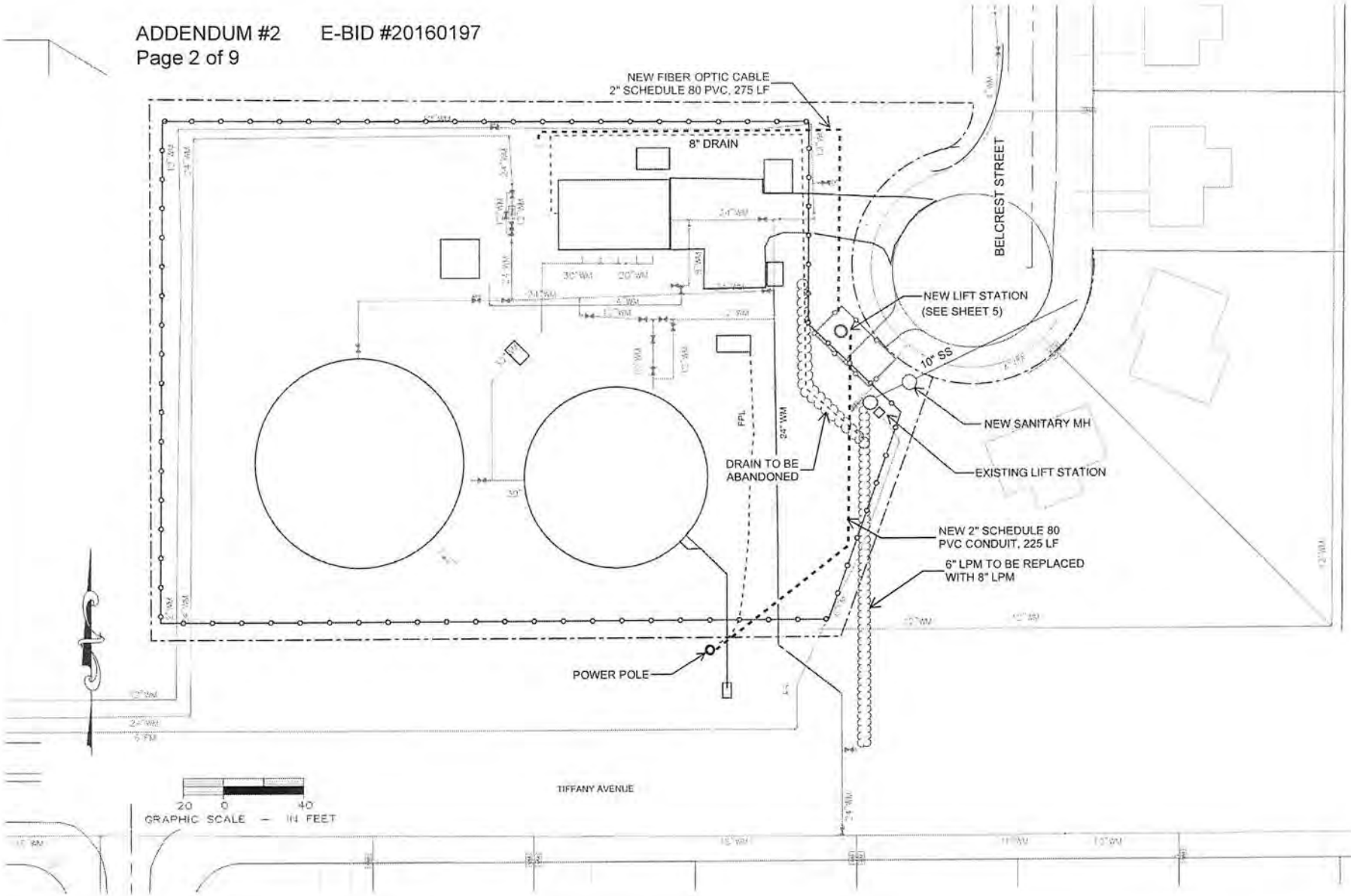
PHONE (772) 873-6400

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

LIFT STATION SP-30 REPLACEMENT

SHEET
1



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

LIFT STATION SP-30 REPLACEMENT
SITE PLAN

SHEET
2

PUMP DATA:

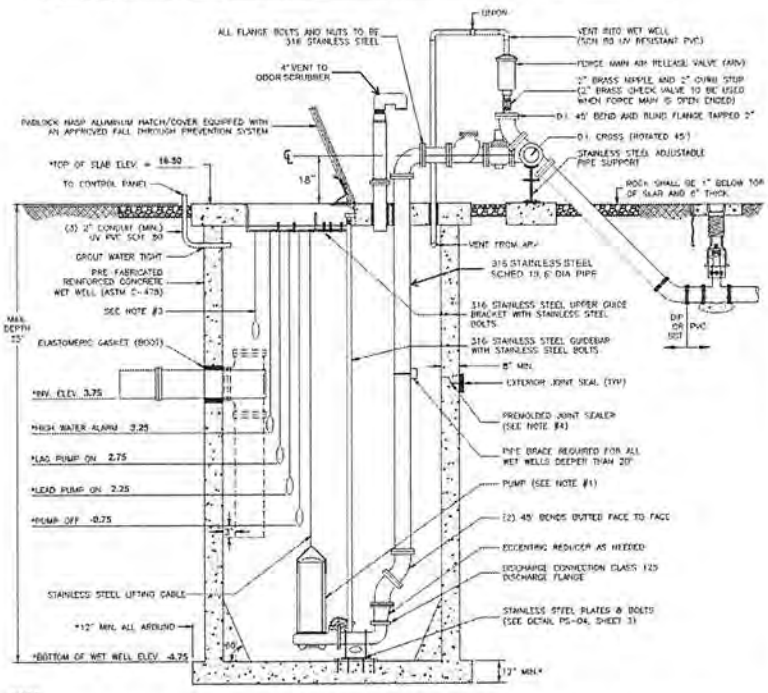
MANUFACTURER ** FLYGT PUMP WETWELL DIAMETER ** 8'-0"
MODEL NUMBER ** NP3153 IMPELLER NUMBER ** 456 HP ** 15 RPM ** 1750
VOLTS ** 230 3 PHASE 60 HERTZ

OPERATING CONDITIONS:

** 376 GPM AT ** 75 TDH ** 55 % EFFICIENCY

SIZED FOR MINIMUM PUMP CYCLE TIME OF 12 MINUTES AND A MAXIMUM OF 6 PUMP STARTS PER HOUR

WORKING DEPTH ** 2.0 FT. WORKING VOLUME ** 1,128 GALS



NOTES:

1. *THE DESIGN SPECIFICATIONS FOR THE WET WELL, PUMPS, CONTROL ELEVATIONS AND DISCHARGE PIPING SHALL BE AS SPECIFIED BY THE ENGINEER-OF-RECORD, IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.
2. WET WELL INTERIOR WALLS SHALL BE PROTECTED WITH A LINER. THE WET-WELL EXTERIOR SHALL BE COATED WITH A PRIMER AND 2 COATS OF A WATER BASED EPOXY 3-5 MILS EACH. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
3. A FLOAT SHALL BE PROVIDED FOR ALARM AND TO CONTROL BACKUP RELAY SYSTEM FOR THE PUMPS.
4. ALL OPENINGS FOR PIPES AND CONDUITS SHALL BE PRECAST. ALL JOINTS AND TOP SLAB SHALL BE SEALED WITH AN APPROVED SEALANT (SEE DETAIL). THE SPACE BETWEEN THE DISCHARGE PIPES AND THE TOP SLAB SHALL BE FILLED WITH WATERPROOF NON-SHRINKING GROUT.
5. THE INFLUENT PIPE DETAIL SHOWN ABOVE IS FOR A GRAVITY SEWER. FOR FORCE MAINS FROM A LIFT STATION OR LOW PRESSURE SEWER SYSTEM, A TEE SHALL BE INSTALLED AS SHOWN WITH DASHED LINE.
6. ONE PUMP SHALL BE EQUIPPED WITH A NON-FLUSH VALVE.
7. THE DISCHARGE PIPE SHALL BE STAINLESS STEEL OR DUCTILE IRON PIPE AS SPECIFIED IN THE PSLUSD UTILITY STANDARDS.

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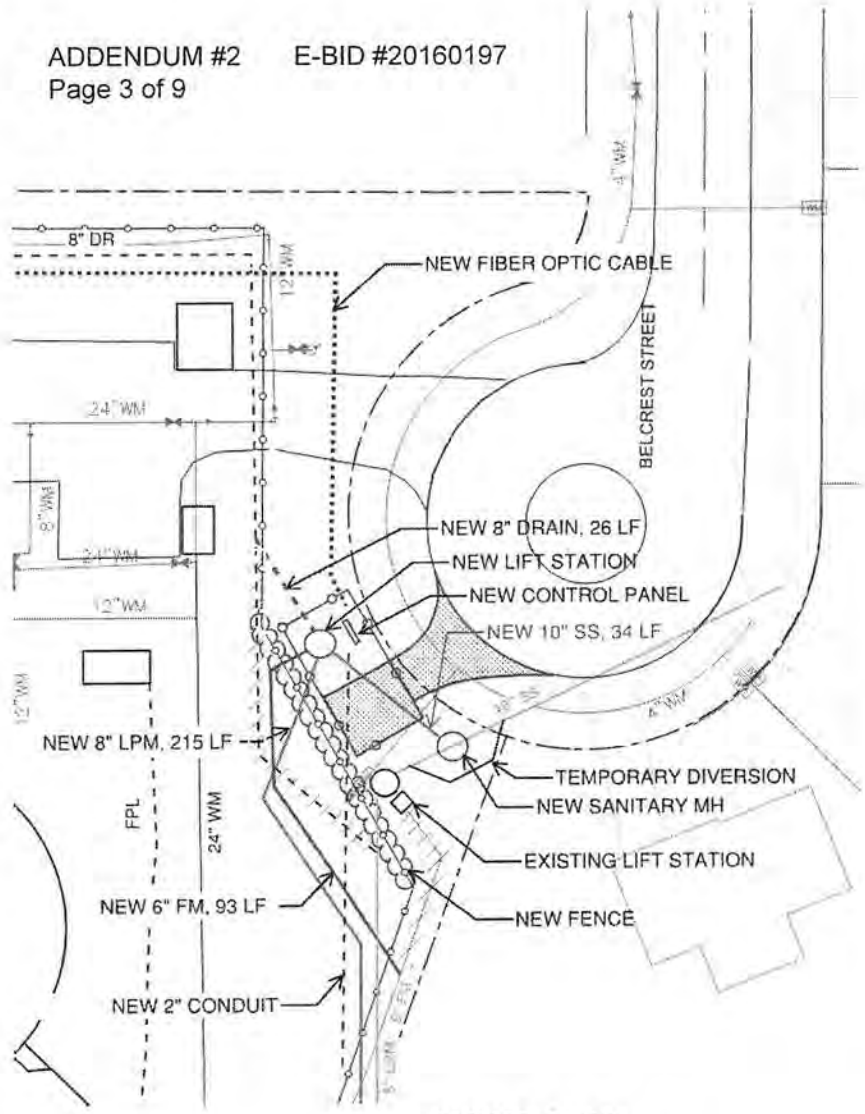
LIFT STATION WET WELL SECTION

DETAIL: SP-30
DATE: 2016
SCALE: N.T.S.
SHEET: 3



PIPING PLAN
Not to Scale

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
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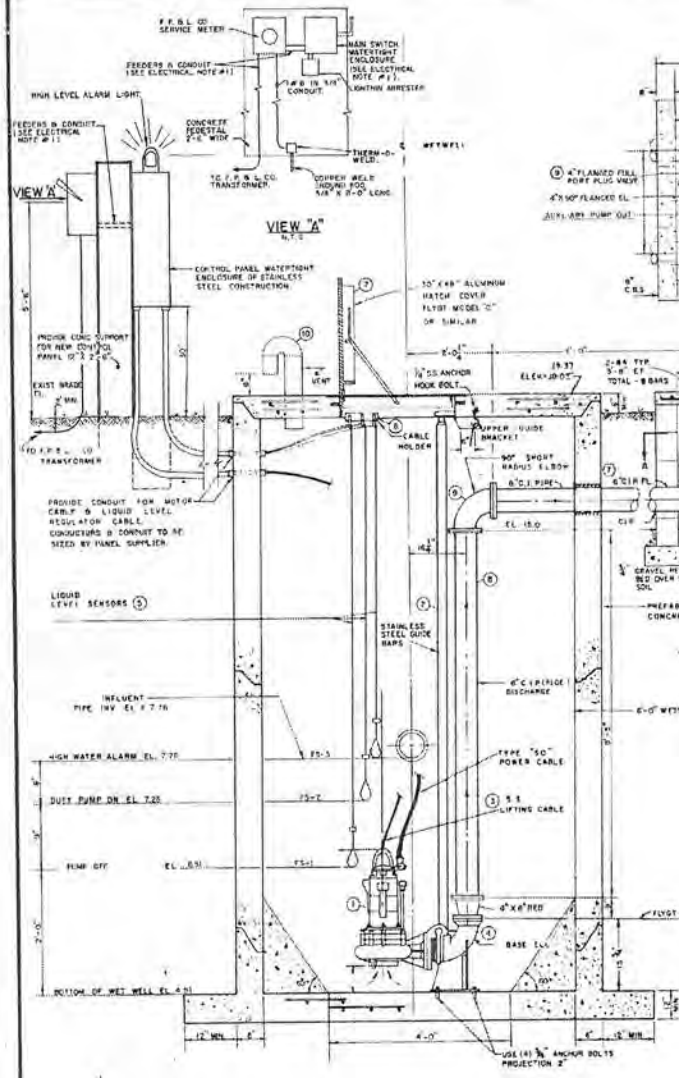
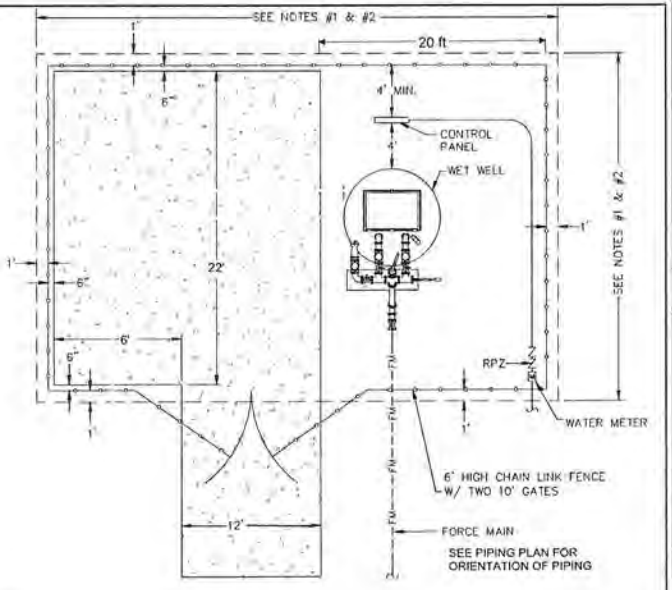
LIFT STATION SP-30 REPLACEMENT
WET WELL SECTION AND PIPING PLAN

SHEET
3


VIEW "A"
SECTION A-A
PLAN VIEW
EXISTING WET WELL SECTION
EXISTING WET WELL SITE PLAN
DEMOLITION
NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ANY AND ALL WASTE PRODUCED DURING DEMOLITION OF THE EXISTING LIFT STATION AND SUBSEQUENT CONTRUCTION OF THE NEW LIFT STATION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF EXISTING DRIVEWAY WITHIN THE LIMITS OF CONSTRUCTION AS SHOWN.
3. EXISTING LIFT STATION & FORCEMAIN SHALL REMAIN IN OPERATION DURING CONSTRUCTION OF NEW LIFT STATION AND REMAIN IN OPERATION UNTIL REPLACEMENT LIFT STATION IS COMPLETE, TESTED, APPROVED, AND CERTIFIED BY PSLUSD. IN ADDITION, AT ANY TIME THE EXISTING LIFT STATION IS TAKEN OUT OF SERVICE FOR CONNECTION OF THE NEW LIFT STATION TO THE EXISTING FORCE MAIN OR GRAVITY SEWER, THE CONTRACTOR SHALL PROVIDE AN ALTERNATE BYPASS SYSTEM AS PART OF THE BID PACKAGE.
4. DEMOLITION OF EXISITING VALVE VAULT SHALL INVOLVE THE REMOVAL AND PROPER DISPOSAL OF ALL MATERIALS AND EQUIPMENT CONTAINED WITHIN LIFT STATION FENCED ENCLOSURE. DEMOLITION OF THE STRUCTURAL COMPONENTS TO A DEPTH OF NO LESS THAN 5' BELOW EXISTING GRADE, PUNCHING HOLES IN BOTTOM OF THE VALVE VAULT AND FILLING OF EXISTING VALVE VAULT WITH SUITABLE MATERIAL AND THE REMOVAL AND PROPER DISPOSAL OF ALL VACATED PORTIONS OF GRAVITY SEWER AND FORCE MAIN, AND REQUIRES ALL DISTURBED AREAS TO BE GRADED, AND PREPARED FOR SOD TO BE PROVIDED BY THE CITY'S LANDSCAPER.
5. ALL REMOVED MATERIAL SHALL BE DISPOSED OF PROPERLY ACCORDING TO ALL APPLICABLE REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGED UTILITIES.
6. THE CONTRACTOR SHALL SUBMIT A DEMOLITION PLAN NO LATER THAN 30 DAYS FROM THE NOTICE TO PROCEED ISSUED BY THE CITY. THE DEMOLITION PLAN SHALL BE COMPREHENSIVE OF PROTECTING ALL UTILITIES SHOWN AND NOT SHOWN ON THE PLANS. THE PLAN SHALL INCLUDE METHODS TO BYPASS OR KEEP THE EXISTING LIFT STATION IN OPERATION.
CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
LIFT STATION SP-30 REPLACEMENT
DEMOLITION PLAN
SHEET
4



NOTES:

1. MINIMUM EASEMENTS SHALL BE PROVIDED FOR PUMP SYSTEMS AS FOLLOWS:
A. DUPLEX LIFT STATION – 30' X 45'
B. TRIPLEX STATION – 45' X 50'

2. ENGINEER TO DETAIL EXACT SITE LAYOUT FOR EACH LIFT STATION WITH ACTUAL DIMENSIONS. DIMENSIONS SHALL BE BASED ON REQUIREMENTS OF THE UTILITY STANDARDS AND STANDARD DETAILS PERTAINING TO PUMP STATIONS. THE LOCATION OF HINGES ON THE WET WELL SHALL BE INDICATED.

3. ACCESS DRIVE – 6" THICK, 12' WIDE CONCRETE 4000 PSI W/FIBER MESH AND COMPACTED SUBGRADE TO 98% DENSITY EXTENDED 6" BEYOND ALL EDGES.

4. ALL AREAS INSIDE FENCE THAT ARE NOT COVERED BY CONCRETE, STRUCTURES AND EQUIPMENT SHALL HAVE # 57 STONE. THE STONE SHALL BE PLACED OVER 2-PLY 4 MIL. VISQUEEN, A MINIMUM OF 6" BUT NO MORE THAN 8" DEEP.

5. A 12'X48' AREA SHALL BE PROVIDED WITHIN 10 FEET OF WET WELL FOR A VACUUM TRUCK. THE AREA SHALL BE SHOWN ON THE SITE PLAN REQUIRED IN NOTE #2 ABOVE.

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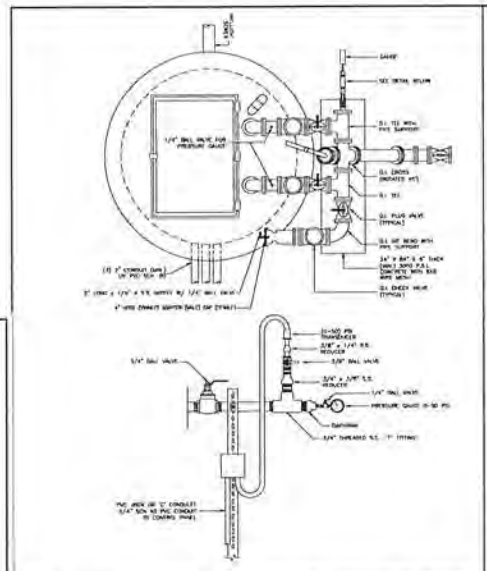
LIFT STATION PLAN

DETAIL: SP-30
DATE: 2016
SCALE: NTS
SHEET: 1 OF 1



MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
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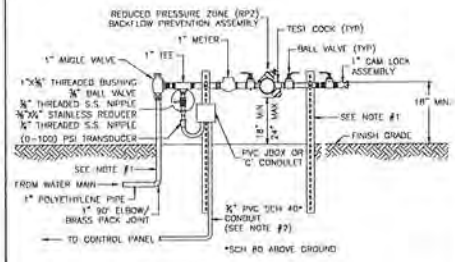
LIFT STATION WET WELL PLAN VIEW

DETAIL: P5-02
DATE: 10/2010
SCALE: N.T.S.
SHEET: 2 OF 3



WATER MAIN PRESSURE TRANSDUCER INSTALLATION DETAIL

NOTES:

1. BOTH RISERS SHALL BE BRASS OR TYPE "K" COPPER TUBING (HARD DRAW) WITH COPPER / BRASS FITTINGS AND ADAPTERS (NO CRIMPING JOINTS).

2. A 16 GAUGE STP CABLE SHALL BE INSTALLED IN THE CONDUIT FROM THE PSI TRANSDUCER TO THE CONTROL PANEL WITH 15' OF CABLE COILED IN THE PANEL. A PVC JBOX OR "C" CONDULET SHALL BE USED.

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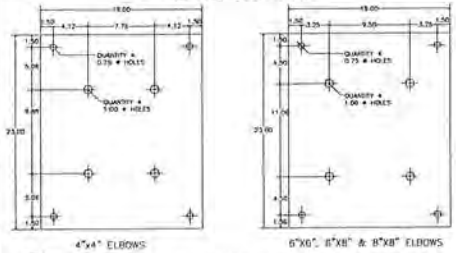
LIFT STATION WATER METER AND BACKFLOW PREVENTION ASSEMBLY

DETAIL: P5-01
DATE: 10/2010
SCALE: N.T.S.
SHEET: 1 OF 1

MATERIAL: 316 STAINLESS STEEL 0.50" THICK
ALL MEASUREMENTS IN INCHES



4"x4" ELBOWS 6"X6", 8"X8" & 8"X8" ELBOWS

NOTES:
1. EACH BASE ELBOW SHALL BE SECURED TO THE BOTTOM OF THE WET WELL WITH FOUR (4) 1" STEEL WEDGE ANCHOR BOLTS AND STAINLESS STEEL PLATE. THE PLATE SHALL BE SECURED WITH FOUR (4) 1" STAINLESS STEEL ANCHOR BOLTS. THE BOLTS SHALL BE EMBEDDED A MINIMUM OF 4" INTO THE CONCRETE AND TORQUE TO 150 FT. LBS.
2. THE STAINLESS STEEL PLATES AND BOLTS SHALL BE FURNISHED BY THE PUMP MANUFACTURER.

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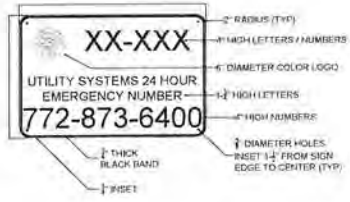
LIFT STATION BASE PLATES

DETAIL: P5-03
DATE: 10/2010
SCALE: N.T.S.
SHEET: 3 OF 3



NOTES

1. LIFT STATION DESIGNATION WILL BE ASSIGNED BY PSLUSD.

2. THE SIGN SHALL BE ¼" ALUMINUM WITH REFLECTIVE WHITE BACKGROUND AND BLACK LETTERING.

3. THE SIGN SHALL BE MOUNTED ON LIFT STATION GATE OR FENCE A MINIMUM 48" FROM BOTTOM OF FENCE AND SHALL BE VISIBLE FROM STREET. THE SIGN SHALL BE PERMANENTLY ATTACHED TO THE FENCE.

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LIFT STATION SIGNAGE

DETAIL: P5-05
DATE: 10/2010
SCALE: N.T.S.

REVISIONS	BY	DATE

SHEET DATA
DESIGNED
DRAWN
CHECKED
APPROVED
FOR PSL USE ONLY

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
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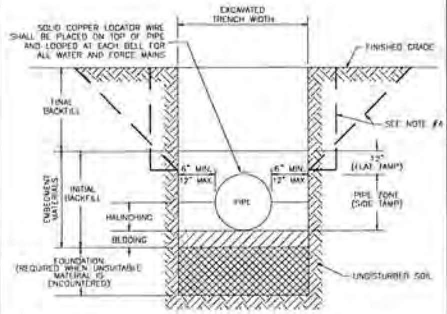
LIFT STATION SP-30 REPLACEMENT
LIFT STATION DETAILS

DAVID R. SARKANS
P.E. #19947

SHEET
5



NOTES:

1. FOR TRENCHES REQUIRING SHEETING, SHORING, STAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.

2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.

3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 TO 6 INCHES OF SELECT EMBEDMENT MATERIAL IS REQUIRED.

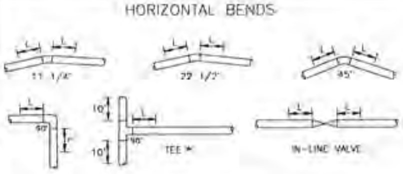
4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

5. AN APPROVED LOCATOR WIRE SHALL BE USED PER THE QUALIFIED PRODUCTS LIST.

6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS.

STANDARD PIPE TRENCH CROSS SECTION

HORIZONTAL BENDS



HORIZONTAL – L (FEET)						
DIAMETER	11-1/4°	22-1/2°	45°	90°	TEE* (BRANCH)	VALVES OR DEAD END
4"	2	4	8	18	20	39
6"	3	5	11	25	38	55
8"	4	7	14	33	57	72
10"	4	8	16	39	65	87
12"	5	9	19	45	80	102
14"	5	11	21	51	93	115
16"	6	12	24	57	107	131
18"	7	13	26	63	120	145
20"	7	14	29	68	132	159
24"	8	16	33	79	157	185
30"	10	19	39	93	192	222
36"	11	21	44	109	225	257
42"	12	24	49	117	254	289
48"	13	26	53	128	283	321

NOTES:

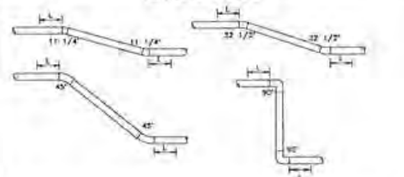
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH TYPE: 2 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- MINIMUM COVER: 3 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI
- * SIZE ON SIZE TEE & 5' LENGTH ALONG RUN

2. IF FIELD CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS BASED ON THE FIELD CONDITION FOR REVIEW AND APPROVAL OF PSLUSD.

PIPELINE RESTRAINT REQUIREMENTS (HORIZONTAL)

VERTICAL BENDS



VERTICAL OFFSET – L (FEET)								
DIAMETER	11-1/4°		22-1/2°		45°		90°	
	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND
4"	4	2	8	3	17	5	29	11
6"	6	2	11	4	23	7	55	15
8"	8	2	15	4	30	9	72	20
10"	9	3	18	5	36	10	87	24
12"	11	3	21	6	43	12	102	28
14"	12	4	24	7	49	14	116	32
16"	13	4	27	8	55	16	131	36
18"	15	4	29	8	60	17	145	40
20"	16	5	32	9	66	19	158	44
24"	19	6	37	11	77	22	185	51
30"	22	7	45	13	92	26	227	62
36"	26	8	52	15	107	30	256	71
42"	29	8	58	16	120	34	289	80
48"	32	9	64	18	133	37	320	89

NOTES:

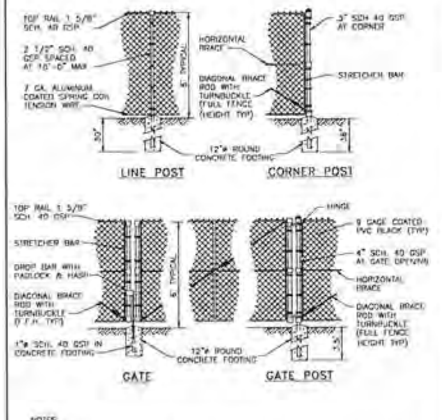
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH TYPE: 3 (PIPE BEDDED IN AT MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- UPPER SIDE MINIMUM COVER: 3 FT
- LOWER SIDE MINIMUM COVER: 5 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI

2. WHEN CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PSLUSD.

3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

PIPELINE RESTRAINT REQUIREMENTS (VERTICAL)



NOTES:

1. AN OPAQUE CHAIN LINK FENCE, AT LEAST 6' HIGH SHALL BE PROVIDED.

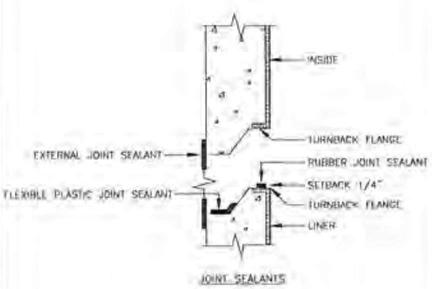
2. COATED STEEL WOVEN WIRE FABRIC SHALL BE STRETCHED TAUT WITH STRETCHER BARS AND STRAPS, FASTENED TOP & BOTTOM AT LINE POSTS WITH GALVANIZED TIG RING TIES.

3. THE GATE SHALL BE SEMI-TRANSPARENT TO ALLOW FOR VISUAL INSPECTION BY PSLUSD.

4. GATES TO BE SECURED OPEN WITH GATE STOP SET IN CONCRETE.

5. ALL MATERIAL SHALL BE BLACK IN COLOR.

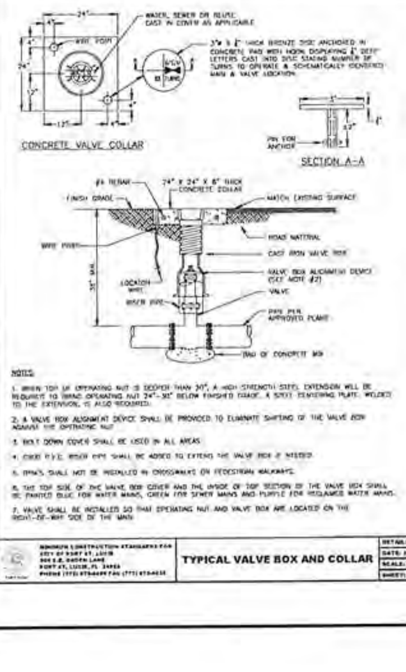
FENCE DETAILS



NOTE:

APPROVED JOINT SEALANTS ON THE QUALIFIED PRODUCTS LIST SHALL BE USED.

MANHOLE / WETWELL JOINT DETAIL



NOTES:

1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 30", A HIGH STRENGTH STEEL EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 24"-30" BELOW FINISHED GRADE. A STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.

2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.

3. BOLT DOWN COVER SHALL BE USED IN ALL AREAS.

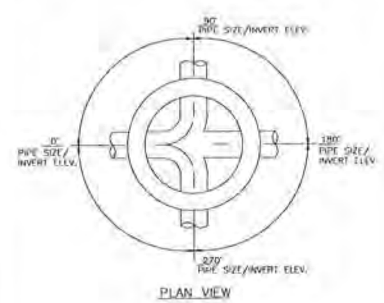
4. C900 P.V.C. RISER PIPE SHALL BE ADDED TO EXTEND THE VALVE BOX IF NEEDED.

5. VALVES SHALL NOT BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.

6. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS.

7. VALVE SHALL BE INSTALLED SO THAT OPERATING NUT AND VALVE BOX ARE LOCATED ON THE RIGHT-OF-WAY SIDE OF THE MAIN.

TYPICAL VALVE BOX AND COLLAR



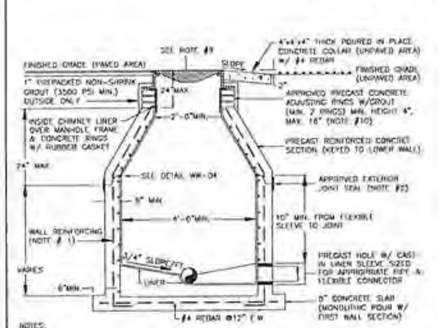
NOTES:

1. THE ENGINEER-OF-RECORD SHALL SUBMIT TO PSLUSD THE SHOP DRAWINGS FOR EACH STRUCTURE, PROVIDING THE DIAMETER OF EACH PIPE, INVERT ELEVATION OF EACH PIPE, RIM ELEVATION AND THE NUMBER OF DEGREES BETWEEN PIPES.

2. MANHOLE INTERIOR SHALL BE LINED UTILIZING A CORROSION BARRIER SYSTEM ON THE QUALIFIED PRODUCTS LIST (QPL).

3. MANHOLE EXTERIOR SHALL BE COATED WITH A PRIMER AND TWO COATS OF A WATER BASED EPOXY 3-5 MILS EACH PER THE PSLUSD SPECIFICATIONS. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

INVERT FLOW CHANNELS FOR MANHOLES



NOTES:

1. MANHOLE FABRICATION SHALL BE IN ACCORDANCE W/ ASTM C-478, LATEST REVISION.
2. SEALANT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION BETWEEN MANHOLE SECTIONS & AT ALL JOINTS (SEE DETAIL WW-04). ALSO AN APPROVED EXTERNAL JOINT SEAL SHALL BE APPLIED AT THE JOINTS.
3. ALL PIPE OPENINGS SHALL BE GAS AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.
4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE STAINLESS STEEL PIPE CLAMPS MUST BE INSTALLED ON THE FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT FLOW INTO FLOW STREAM (SEE DETAIL WW-01).
6. LIFT HOLES ARE PERMITTED BUT MUST BE GROUTED ONCE MANHOLE IS IN PLACE.
7. A MINIMUM OF 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.
8. MANHOLE AND BASE WILL BE LINED INSIDE WITH AN APPROVED LINER SYSTEM ON THE QUALIFIED PRODUCTS LIST (QPL).
9. AN APPROVED COVER & FRAME SHALL BE PROVIDED PER QPL. APPROVED INSIDE MANHOLE CHIMNEY SEALANT SHALL BE APPLIED OVER THE MANHOLE FRAME, CONCRETE RINGS, AND LINER SECTION IN ACCORDANCE WITH THE SPECIFICATIONS.
10. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24 INCHES INCLUDING FRAME CASTING.
11. EXCAVATION, DEWATERING, BACKFILL & COMPACTION SHALL BE CONDUCTED IN ACCORDANCE W/ THE PSLUSD UTILITY STANDARDS. DENSITY TESTS SHALL BE PERFORMED AND SUBMITTED AS REQUIRED.

STANDARD PRECAST MANHOLE

CITY OF PORT ST. LUCIE
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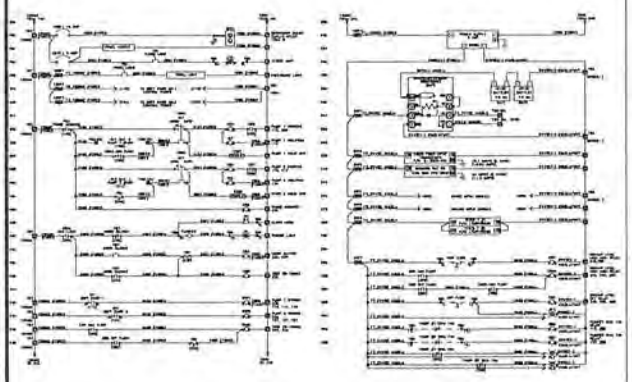
PHONE (772) 873-6400 FAX (772) 873-6433

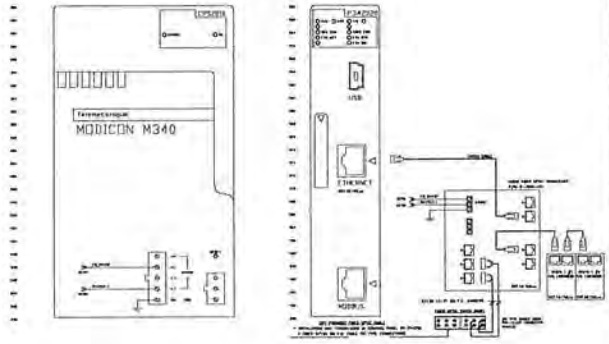
LIFT STATION SP-30 REPLACEMENT
UTILITY DETAILS

SHEET 6

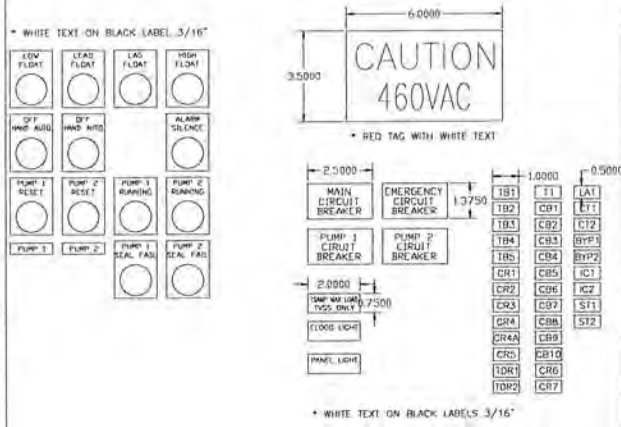
ADDENDUM #2 E-BID #20160197



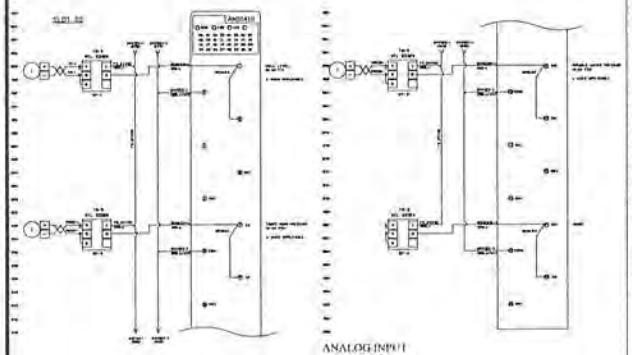
POWER CIRCUITS
120VAC
DUPLEX
PUMP PANEL



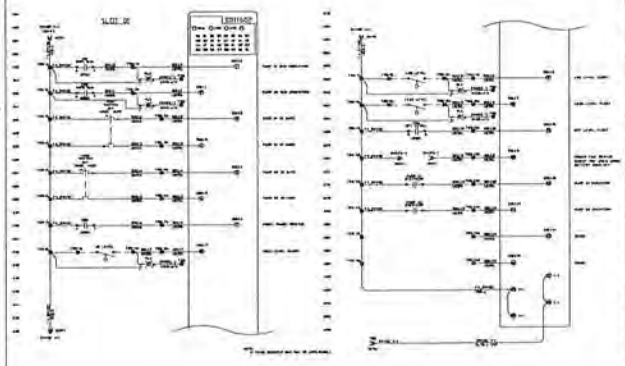
COMMUNICATIONS
FIBER OPTIC
DUPLEX
PUMP PANEL



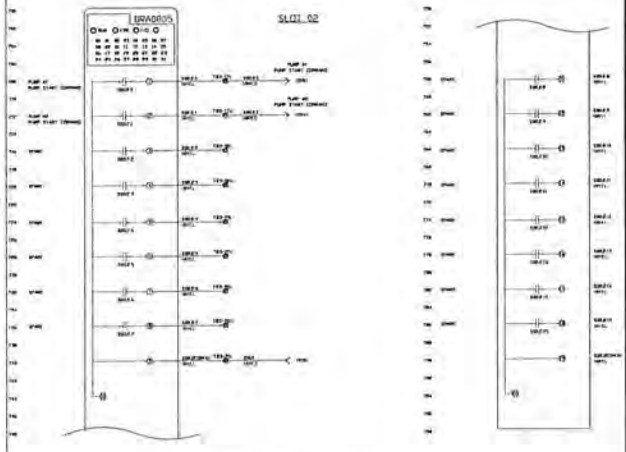
NAMEPLATE DETAILS
460VAC, 3 PHASE, 60 HERTZ
DUPLEX
PUMP PANEL



ANALOG INPUT
SLOT 3
DUPLEX
PUMP PANEL



DISCRETE INPUTS
SLOT 1
DUPLEX
PUMP PANEL



DISCRETE OUTPUTS
SLOT 2
DUPLEX
PUMP PANEL

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

SOFT START WITH FIBER

DETAIL: PS-12
DATE: 2015
SCALE: N.T.S.
SHEET 7

NOTES:
* CB1, CB1, CB2, CB3 & CB6 MAY VARY PER SITE. PLEASE SIZE ACCORDINGLY.

BILL OF MATERIAL
48 X 48 X 12
DUPLEX
PUMP PANEL

NOTE:
ENCLOSURE DOORS SHALL HAVE DOOR STOPS INCLUDED
SWING-OUT PANELS SHALL HAVE DOOR STOPS INCLUDED
ENSURE PANEL ARE SUPPLIED WITH DRIP SHIELDS AND FACTORY GASKETS
AFTER LAMINATED DRAWINGS TO THE INSIDE OF PANEL DOOR

ENCLOSURE LAYOUT
48 X 48 X 12
DUPLEX
PUMP PANEL

POWER CIRCUITS
480VAC, 3 PHASE, 60 HERTZ
DUPLEX
PUMP PANEL

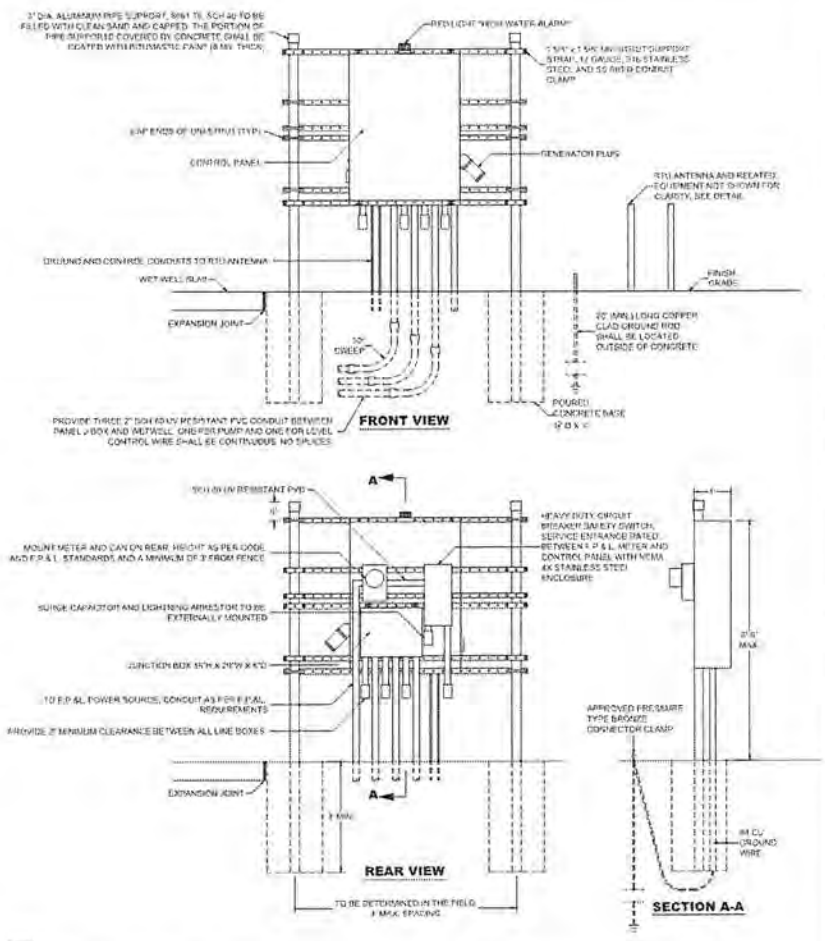
PANEL LAYOUT
48 X 48 X 12
DUPLEX
PUMP PANEL

ADDENDUM #2 E-BID #20160197

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

SOFT START WITH FIBER

DETAIL: PS-12
DATE: 2015
SCALE: N.T.S.
SHEET: 8



NOTES:

1. THE HORIZONTAL DISTANCE FROM THE FACE OF THE CONTROL PANEL TO THE EDGE OF THE WET WELL SHALL BE A MINIMUM OF 6'.
2. A BACKFLOW PREVENTION ASSEMBLY AND WATER METER SHALL BE PROVIDED PER DETAIL PS-07.
3. 1" SEALED WITH CHICO COMPOUND.
4. THE PEDESTAL, CONTROL PANEL AND RELATED COMPONENTS SHALL NOT BE PAINTED.
5. A TRANSFORMER MAY BE ALLOWED ON A CASE BY CASE BASIS WHEN REQUESTED IN ADVANCE BY THE ENGINEER OF RECORD (EOR) AND APPROVED IN WRITING BY THE PSLUD.
6. THE SIZE OF THE PEDESTAL AND CONTROL PANEL SHALL BE SPECIFIED ON THE SHOP DRAWINGS BY THE EOR.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433	LIFT STATION CONTROL PANEL - PEDESTAL DETAIL INSIDE PSL CITY LIMITS	DETAIL: PS-05 DATE: 2015 SCALE: N.T.S. SHEET: 1 OF 2

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

LIFT STATION SP-30 REPLACEMENT
CONTROL PANEL DETAILS
PEDESTAL MOUNTING

SHEET
9

ADDENDUM #3 - E-BID #20160197

E-BID REPLY EXCEL SPREADSHEET

REPLACEMENT OF LIFT STATION #SP-30 CONSTRUCTION PROJECT

October 20, 2016

SCHEDULE "A"

COMPANY NAME: _____

Line Item	Pay Item No.	Description	Unit	Quan.	Unit Price	Total Cost
1	33.3030 -1	Mobilization/Demobilization	LS	1		$ -
2	33.3030 -2	Maintenance of Traffic (F&I)	LS	1		$ -
3	33.3030 -3	Pre-Construction Survey Lay-out (F&I)	LS	1		$ -
4	33.3030 -4	Post Construction Survey & As-Built Drawings (F&I)	LS	1		$ -
5	33.3030 -5	Erosion and Pollution Control (F&I)	LS	1		$ -
6	33.3030 -6	Density Testing (F&I)	EA	40		$ -
7	33.3030 -7	Concrete Slump & Compression Testing (F&I)	EA	3		$ -
8	33.3030 -8	Clearing & Grubbing (F&I)	LS	1		$ -
9	33.3030 -9	Fine Grade, 1" Below Finish Grade (F&I)	LS	1		$ -
10	33.3030 -10	2 Ply 40 ml Visqueen & Gravel (F&I)	SY	54		$ -
11	33.3030 -11	6" Concrete Slab (4000 psi w/ Fiber Mesh) (F&I)	SY	68		$ -
12	33.3030 -12	6" Concrete Driveway Turnout (4000 psi w/ Fiber Mesh) (F&I)	SY	107		$ -
13	33.3030 -13	Dewatering	LS	1		$ -
14	33.3030 -14	Existing Lift Station Bypass (F&I)	LS	1		$ -
15	33.3030 -15	Existing Lift Station Demolition (F&I)	LS	1		$ -
16	33.3030 -16	10" C900 DR-18 Sanitary Sewer (F&I)	LF	34		$ -
17	33.3030 -17	6" C900 DR18 Force Main (F&I)	LF	93		$ -
18	33.3030 -18	8" C900 DR18 Low Pressure Main (F&I)	LF	215		$ -
19	33.3030 -19	C-153, 350 PSI, D.I.P Fittings and Restraints (F&I)	TN	3.5		$ -
20	33.3030 -20	6" Check Valves	EA	3		$ -
21	33.3030 -21	6" Plug Valves	EA	3		$ -
22	33.3030 -22	2" Automatic Air Release Valve (F&I)	EA	1		$ -
23	33.3030 -23	Functional Testing - Force Main (F&I)	LS	1		$ -
24	33.3030 -24	Tie-in to existing Force Main (F&I)	LS	1		$ -
25	33.3030 -25	Cap Existing Force Main (F&I)	LS	1		$ -
26	33.3030 -26	Functional Testing - Sanitary Sewer System (F&I)	LS	1		$ -
27	33.3030 -27	Lift Station Complete (F&I)	LS	1		$ -
28	33.3030 -28	Electrical Service (Complete) (F&I)	LS	1		$ -
29	33.3030 -29	Control Panel with Fiber Optic Communication (F&I)	LS	1		$ -
30	33.3030 -30	6' Chain Link Fence, (w/2-10' Gates) (F&I)	LS	1		$ -
31	33.3030 -31	Temporary 6' Chain Link Fence (F&I)	LS	1		$ -
32	33.3030 -32	Seed and Mulch (F&I)	SY	972		$ -
33	33.3030 -33	Floratam Sod (F&I)	SY	379		$ -
34	33.3030 -34	Water Service Assembly (F&I)	LS	1		$ -
35	33.3030 -35	Cementitious Grout for Existing 6" FM (F&I)	LF	50		$ -
36	33.3030 -36	Cementitious Grout for Existing 6" LPM (F&I)	LF	265		$ -
37	33.3030 -37	Sanitary Manhole (F&I)	LS	1		$ -
38	33.3030 -38	Culvert (F&I)	LS	1		$ -
39	33.3030 -39	Site Fill and Grade (F&I)	CY	100		$ -
40	33.3030-40	8" Drain (F&I)	LF	26		$ -
41	33-3030-41	Cementitous Grout for Existing 8" Drain (F&I)	LF	76		$ -
42	33.3030-42	Tie-In to Existing 6" LPM (F&I)	LS	1		$ -
43	33.3030.43	Odor Scrubber (F&I)	LS	1		$ -
44		**BID TOTAL**				$ -

Note: Unit prices are limited to two decimals. Example: $5.25 is acceptable & $5.2555 is not acceptable.

Addendum #4
E-Bid #20160197
Replacement of Lift Station #SP-30 Construction Project
October 24, 2016

Alternate Specifications:

1.) As an alternate to the Flygt Pumps as specified on Sheet 3 of the Plans in the Lift Station Wet Well Section, the use of Grundfos Pumps shall be submitted as an Alternate Bid. The specifications for the Grundfos Pumps are as follows:

- Manufacturer – Grunfos Pumps
- Model No. – SL1.30.A60.150.4.52H.S.N.61R
- Impeller – S-tube
- HP – 16.6
- RPM – 1782
- Volts – 230
- 3 Phase 60 Hertz

Operating Conditions:

- 380 gpm @ 74 ft. TDH
- 55% Efficiency (Pump + Motor)

2.) The E-Bid Reply Excel Spreadsheet has been revised and issued as Addendum #5. This will be the only form accepted unless directed in a future Addendum.

NOTE: The bid opening date has been changed to **November 9, 2016 at 3:00:00 PM**. The location of the opening has not been changed.

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

ADDENDUM #5 - E-BID #20160197

E-BID REPLY EXCEL SPREADSHEET

REPLACEMENT OF LIFT STATION #SP-30 CONSTRUCTION PROJECT

October 24, 2016

SCHEDULE "A"

COMPANY NAME: _____

Line Item	Pay Item No.	Description	Unit	Quan.	Unit Price	Total Cost
1	33.3030 -1	Mobilization/Demobilization	LS	1		$ -
2	33.3030 -2	Maintenance of Traffic (F&I)	LS	1		$ -
3	33.3030 -3	Pre-Construction Survey Lay-out (F&I)	LS	1		$ -
4	33.3030 -4	Post Construction Survey & As-Built Drawings (F&I)	LS	1		$ -
5	33.3030 -5	Erosion and Pollution Control (F&I)	LS	1		$ -
6	33.3030 -6	Density Testing (F&I)	EA	40		$ -
7	33.3030 -7	Concrete Slump & Compression Testing (F&I)	EA	3		$ -
8	33.3030 -8	Clearing & Grubbing (F&I)	LS	1		$ -
9	33.3030 -9	Fine Grade, 1" Below Finish Grade (F&I)	LS	1		$ -
10	33.3030 -10	2 Ply 40 ml Visqueen & Gravel (F&I)	SY	54		$ -
11	33.3030 -11	6" Concrete Slab (4000 psi w/ Fiber Mesh) (F&I)	SY	68		$ -
12	33.3030 -12	6" Concrete Driveway Turnout (4000 psi w/ Fiber Mesh) (F&I)	SY	107		$ -
13	33.3030 -13	Dewatering	LS	1		$ -
14	33.3030 -14	Existing Lift Station Bypass (F&I)	LS	1		$ -
15	33.3030 -15	Existing Lift Station Demolition (F&I)	LS	1		$ -
16	33.3030 -16	10" C900 DR-18 Sanitary Sewer (F&I)	LF	34		$ -
17	33.3030 -17	6" C900 DR18 Force Main (F&I)	LF	93		$ -
18	33.3030 -18	8" C900 DR18 Low Pressure Main (F&I)	LF	215		$ -
19	33.3030 -19	C-153, 350 PSI, D.I.P Fittings and Restraints (F&I)	TN	3.5		$ -
20	33.3030 -20	6" Check Valves	EA	3		$ -
21	33.3030 -21	6" Plug Valves	EA	3		$ -
22	33.3030 -22	2" Automatic Air Release Valve (F&I)	EA	1		$ -
23	33.3030 -23	Functional Testing - Force Main (F&I)	LS	1		$ -
24	33.3030 -24	Tie-in to existing Force Main (F&I)	LS	1		$ -
25	33.3030 -25	Cap Existing Force Main (F&I)	LS	1		$ -
26	33.3030 -26	Functional Testing - Sanitary Sewer System (F&I)	LS	1		$ -
27	33.3030 -27A	Lift Station Complete (F&I) with Flygt Pumps	LS	1		$ -
28	33.3030 -28	Electrical Service (Complete) (F&I)	LS	1		$ -
29	33.3030 -29	Control Panel with Fiber Optic Communication (F&I)	LS	1		$ -
30	33.3030 -30	6' Chain Link Fence, (w/2-10' Gates) (F&I)	LS	1		$ -
31	33.3030 -31	Temporary 6' Chain Link Fence (F&I)	LS	1		$ -
32	33.3030 -32	Seed and Mulch (F&I)	SY	972		$ -
33	33.3030 -33	Floratam Sod (F&I)	SY	379		$ -
34	33.3030 -34	Water Service Assembly (F&I)	LS	1		$ -
35	33.3030 -35	Cementitious Grout for Existing 6" FM (F&I)	LF	50		$ -
36	33.3030 -36	Cementitious Grout for Existing 6" LPM (F&I)	LF	265		$ -
37	33.3030 -37	Sanitary Manhole (F&I)	LS	1		$ -
38	33.3030 -38	Culvert (F&I)	LS	1		$ -
39	33.3030 -39	Site Fill and Grade (F&I)	CY	100		$ -
40	33.3030-40	8" Drain (F&I)	LF	26		$ -
41	33-3030-41	Cementitous Grout for Existing 8" Drain (F&I)	LF	76		$ -
42	33.3030-42	Tie-In to Existing 6" LPM (F&I)	LS	1		$ -
43	33.3030.43	Odor Scrubber (F&I)	LS	1		$ -
44					**BID TOTAL**	**$ -**

DEDUCT 27A	Lift Station Complete (F&I) with Flygt Pumps	LS	1		$ -
ADD 27 B	Lift Station Complete (F&I) with Grundfos Pumps	LS	1		$ -
				ALTERNATE TOTAL	**$ -**

Note: Unit prices are limited to two decimals. Example: $5.25 is acceptable & $5.2555 is not acceptable.

E-Bid Opening
BID #20160197
Replacement of Lift Station SP-30
November 9, 2016 @ 3:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	David Garland	PSL Utilities	dgarland@cityofpsl.com	T
				F
2.	Robyn Holder	PMD - City of PSL		T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F
8.				T

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7L
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Cheryl Shanaberger, Director-Procurement Management Dept.
Sherman Conrad, Parks & Recreation Director
Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170071 – Purchasing One (1) New 2017 Ford Transit Cargo Van

Submittal Date: 12/21/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principle A, Exceptional Municipal Services, "Providing resources to support City services and service levels".

BACKGROUND: The Parks & Recreation Department is in need of purchasing the following vehicle: one (1) new 2017 Ford Transit Cargo Van. The current vehicle has exceeded its life cycle. To avoid future maintenance cost and down time for this vehicle, replacement is recommended. The purchase of the new vehicle will be replacing PKM-03R1 that was relinquished in 2014.

ANALYSIS: Staff has reviewed the State Contract # 25100000-16-1 cost for one (1) new 2017 Ford Transit Cargo Van for $ 22,789.00. This is a cost savings of $827.00 less than the Florida Sheriff's Association Contract.

FINANCIAL INFORMATION: Funds are available in the General Fund/Building Maintenance/Vehicles

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, Good cause shown, Chapter 35.04(C), participate in the State Contract # 25100000-16-1, to purchase one (1) vehicle from Garber Auto Mall for a total cost of $22,789.00

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote from Garber Ford using the State Contract No. 25100000-16-1

*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.

RECEIVED
DEC 2 1 2016
CITY MANAGER'S OFFICE

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-16-1

Updated 12/1/2016

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)	Garber Ford Inc.				
Street Address:	3380 Highway 17				
City, State, Zip:	Green Cove Springs, FL 32043				
Contact Person:	Todd Brandt	Title:			
Original Quote Date:	12/12/16	Revised Quote Date:		Est. Delivery:	
Phone #'s: Primary:	(904) 264-2442	Secondary:			
Email Address:	tbrandt@garberautomall.com				
Fax #:	(904) 284-0054				
Vendor Purchase Order No.					

Requesting Customer Information

Agency/Organization Name:	CITY OF PORT ST LUCIE		
Contact Person:	SHERRI HAWES	Title:	
Phone #'s:	772.871.5221		
Email Address:	SHAWES@CITYOFPSL.COM		
Fax #:			

Secondary Customer Contact: (optional)

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

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101505	Group 3: Minivans Or Vans	96	Sub-Group B: VAN, CARGO

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2017 Ford Transit Cargo Van T-250 130" Med Rf 9000 GVWR Sliding RH Dr (R1C)	$ 22,414.00	0.00%

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
100A	XL WORK TRUCK PREFERRED GROUP		0	$ -	$ -
99M	3.7L TI-VCT FLEX FUEL V6 ENGINE		0	$ -	$ -
446	6-SPEED AUTOMATIC TRANSMISSION		0	$ -	$ -
YZ	SOLID EXTERIOR PAINT: OXFORD WHITE		0	$ -	$ -
VK	40/20/40 VINYL BENCH SEAT: MEDIUM EARTH GRAY		0	$ -	$ -
43B	BACK UP ALARM	$ 125.00	0.00%	$ -	$ 125.00
	RVIEW CAMERA AND POWER EQUIP: STANDARD		0	$ -	$ -
17B	REAR DOOR/PASSENGER DOOR FIXED GLASS	$ 250.00	0.00%	$ -	$ 250.00
			0	$ -	$ -
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Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-16-1

			0	$ -	$ -
			0	$ -	$ -
TOTAL COST: OEM OPTIONS				$ -	$ 375.00

Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -

Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
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				$ -	$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -

GRAND TOTAL PER REPRESENTATIVE MODEL	$ 22,789.00
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)	$0.00
Total Vehicles Quoted (Drop Down)	1
PO GRAND TOTAL	$ 22,789.00

Vendor Comments:	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.
Agency Comments:	Please confirm vehicle color. If no color is specified then the default is white.

Price Quote Form (PQF) - Motor Vehicles
Contract No.: 25100000-16-1
*UNSPSC = United Nations Standard Products and Services Commodity Code

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7M
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Procurement Management Director
Sherman Conrad, Parks & Recreation Director

FROM: Jason Bezak, Procurement Management Department

Agenda Item: Motion: E-Bid #20170005-Fireworks for the 4th of July

Submittal Date: 12/22/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 3 Balanced and Responsible Sustainable Growth, Objectives, NO. 5 – "Develop City Center/U.S. 1 as a major destination and activity center."

BACKGROUND: The Freedomfest Celebration is the most popular July 4th show offered on the Treasure Coast. Freedomfest is how the City of Port St. Lucie celebrates its pride in our nation and our community. The celebration begins at 2 p.m. with live bands, food, refreshments, games and activities for kids and families, arts & crafts vendors and much more. Freedomfest culminates with the area's largest and most dramatic fireworks display beginning at 9 p.m.

The Bid for Fireworks for the 4th of July was issued on October 29, 2016 to one-hundred-fifty-eight (158) potential suppliers with four (4) downloading the bid documents and being listed as plan holders. The E-Bid was opened on November 14, 2016 with three (3) firms submitting a proposal.

ANALYSIS: Staff reviewed the proposals and found that Creative Pyrotechnics, LLC meets City standards and provides the best value to the City. It should be noted that Creative Pyrotechnics, LLC provided the City's 4th of July Fireworks Display at the Civic Center last year and performed well.

FINANCIAL INFORMATION: Funds are available in General Fund/ Parks & Recreation/ Promotional Activities-Fireworks.

LEGAL INFORMATION: Reviewed by Ella Gilbert on 12/21/2016 and approved as to form.

STAFF RECOMMENDATION: Approval of award and Contract #20170005 Fireworks for the 4th of July with Creative Pyrotechnics, LLC in the amount of $34,300.00, plus a one-time $10.00 Indemnification Fee. The Contract period will be a Continuing Contract and annual expenditures will be as budget allows without future council approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

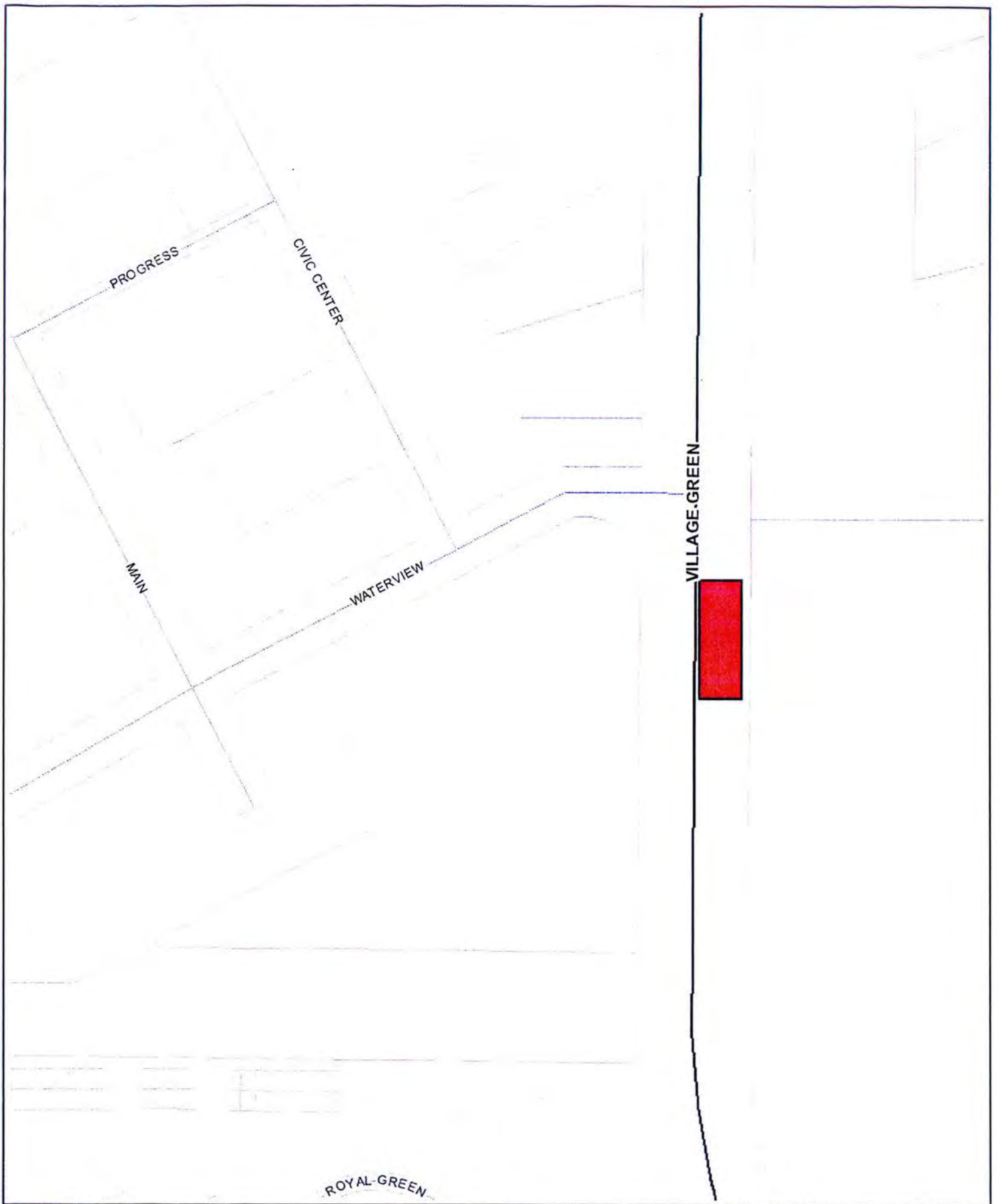
REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: Port St. Lucie Civic Center at 9221 SE Civic Center Place, Port St Lucie, FL 34952.

ATTACHMENTS: Location Map, Contract, Bid Tabulation Report, Winning Proposal, E-Bid, Sign In Sheets, Unsuccessful Proposals.

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

RECEIVED
DEC 2 2 2016
CITY MANAGER'S OFFICE



N

Freedomfest

Fireworks

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/22/2016

Scale:

0 0.0125 0.025 0.05

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CITY OF PORT SAINT LUCIE
CONTRACT #20170005

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 *Creative Pyrotechnics, LLC, 9050 16th Place Bay 2-3, Vero Beach, Florida, 32967,* Telephone No. 407-234-0270, 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: Jay Liss, Parks & Recreation
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL. 34983
Telephone: 772-871-5086
Email: jayl@cityofpsl.com

City Contract Administrator: Jason Bezak, Buyer
Procurement Management
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL. 34983
Telephone: 772-871-5224
Email: jbezak@cityofpsl.com

Contractor: E.J. Weppell, President
Creative Pyrotechnics, LLC
9050 16th Place Bay 2-3
Vero Beach, Florida, 32967
Telephone: 407-234-0270 Fax: N/A
Email: info@creativepyro.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20170005, and all agenda, are made part of this Contract for Fireworks for the 4th of July for the City of Port Saint Lucie.

Scope of Work: Provide a firework display on July 4th, 2017 and each 4th of July thereafter at the Civic Center located at 9221 SE Civic Center Place, Port St. Lucie, Florida. The display will be shot from Village Green starting at 9:00 p.m. (E.S.T.) and should last for approximately twenty-five (25) minutes. The current location has about a five hundred (500) foot fall out area which may limit the size of the shells.

Each Event the Contractor shall provide information regarding the firework display to the City and should be a minimum of:

- Shell Count, with a breakdown of total amount to be fired and how many shots per shell size will be involved in the firework display. For example; 1-2" Shell : 4,000 4" Shell : 400 ETC.
- Shell Brands
- Shell Types/Effects- ex: Crossettes, Spiders and Spinners etc.
- Total Show Length
- Equipment/ Materials/ Personnel Provided

Permits – No City permits are required for this work. However;

- The St Lucie County Fire District (SLCFD) requires a Fire Safety Permit to be filled out and returned. The cost of the Fire Safety Permit is $217.50. SLCFD will also need the following documents:
  - Certificate of Liability Insurance
  - Complete list of explosives to be blown up with SDS sheets
  - Name and number for on-site contacts
  - Technician resume, Photo ID & Federal Explosives License Permit
  - Aerial map of area where set up will be

  - Weather conditions will determine whether or not a detail crew will be required on site (additional fees may be charged if so)

HOURS OF SERVICE

The hours for each even shall be established and confirmed in writing in advance of said event by the City. All equipment operated at night shall comply with the noise levels established by the City.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be January 1st, 2017 and shall continue with automatic extensions unless amended, cancelled or rebid. The Contractor will be required to commence work under this Contract within ten (10) calendar days after written notification from the City per event. 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.

SECTION IV
RENEWAL OPTION

The Contract is a continuing contract with automatic extensions unless amended, cancelled or rebid. Upon each anniversary date the new budgeted amount will be established. The Contractor shall provide a complete list of fireworks to be approved.

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 event basis for the lump sum price, in the amount of $34,300.00 for Fiscal Year 2016/2017, future year expenditures will be based on each fiscal year's budget, plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein.

The City may entertain deposit requests by the Contractor given the nature of the work, however the City may reject deposit requests as it sees fit if said requests are not beneficial to the City. Deposit terms will be discussed after Bid is awarded.

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.

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.

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 or visa order #, Contract number, and release of liens.

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 shall bear interest from 30 calendar days after the due date at the rate of 0.5% per month on the unpaid balance.

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order 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	$5,000,000
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). 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 $5,000,000.00 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 #20170005 – Fireworks for the 4th of July 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, or 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.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall

include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

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

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

Adjustments- the Contractor 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 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).

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 Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Director, Procurement Management Department

By: _____
Authorized Representative of Creative Pyrotechnics, LLC

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

And known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____executed said instrument for the purposes therein expressed.
(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 #20170005
FIREWORKS FOR THE 4TH OF JULY
OPENED: 11/14/2016-2:00:00 P.M.

	COMPANY NAMES:		
Submitted Documents:	**Creative Pyrotechnics, LLC**	**Bay Fireworks**	**Zambelli Fireworks Manufacturing Company Inc.**
Total Price	34,300.00	35,000.00	35,000.00
Visa	Yes	Yes	No
Bid Reply	Yes	Yes	Yes
COI	Yes	Yes	Yes
License	Yes	Yes	Yes
W-9 Form	Yes	Yes	Yes
Drug Free	Yes	Yes	Yes
Checklist	Yes	Yes	Yes
Vendor Code of Ethics	Yes	Yes	Yes
How Long In Business	10 years	35 years	56 years
Local Preference	Yes	No	No
Employees on the Treasure Coast	10+	0	10
Present Location	Vero Beach, FL	Bethpage, NY	New Castle, PA
Employees for this Contract	4+	5+	5

Bids Received:	3
Planholders:	4
Suppliers Notified:	155
Supplemental Suppliers:	3
Non-Responsive Bidders:	0

CREATIVE PYROTECHNICS

CREATIVEPYRO.COM

Phone: 407-234-0270

City of Port Saint Lucie E-BID Cover Sheet

20170005

2.1 Samples – N/A

2.2 Standard Productions 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) – N/A

2.4 Return of Bid Guaranty – N/A

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 necessary Sign-In Forms.

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E-Bid Reply Sheet/Questionnaire # 20170005
Fireworks for the 4th of July

1. **COMPANY NAME**: Creative Pyrotechnics, LLC.

DIVISION OF: _____

PHYSICAL ADDRESS: 9050 16th Place Bay 2-3 Vero Beach, FL 32967

MAILING ADDRESS: 14747 Baltusrol Drive

CITY, STATE, ZIP CODE: Orlando, FL 32828

TELEPHONE NUMBER: ( ) 407-234-0270 FAX NO. ( ) _____

CONTACT PERSON: EJ Weppel E-MAIL: info@creativepyro.com

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

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

EJ Weppel IV
President

Vice President

Treasurer

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

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

Does firm have a drugfree workplace program? Yes (✓) No ( )
If no, is your company planning to implement such a program? _____

How many employees are living in the Treasure Coast Area? 10+

How many employees do you have available for this contract? 4+

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: 2.0 %
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.

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities 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 separated item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. 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.

Creative Pyrotechnics will provide all equipment, materials etc.

10. List three (3) Fireworks for the 4th of July Events similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, and 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: City of Palmetto 4th of July Fireworks

Description: 4th of July 2016 Fireworks Display

Location: Riverside Park (Green Bridge Pier)

Date of Completion: July 4th, 2016

Prime Contractor or Subcontractor: Creative Pyrotechnics, LLC

Client Name, Phone Number & Email: nhaisley@palmettofl.org

City of Palmetto, FL 941-723-4570 ext 7112 (Nixa Haisley)

Value of Total Contract: $40,000.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: Ø

Value of Change Orders: Ø

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: City of Stuart 4th of July Fireworks

Description: 4th of July 2016 Fireworks Display

Location: Executed from barge on River

Date of Completion: July 4th, 2016

Prime Contractor or Subcontractor: Creative Pyrotechnics, LLC.

Client Name, Phone Number & Email: City of Stuart, FL 772-288-5333 (Ben Hogarth) bhogarth@ci.stuart.fl.us

Value of Total Contract: $24,500.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: Ø

Value of Change Orders: Ø

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 3

Project Name: City of Apopka 4th of July Fireworks

Description : 4th of July 2016 Fireworks Display

Location: Northwest Recreation complex - 3710 Jason Dwelley Pkwy Apopka, FL 32712

Date of Completion: July 4th, 2016

Prime Contractor or Subcontractor: Creative Pyrotechnics, LLC

Client Name, Phone Number & Email:
City of Apopka 407-703-1641 (David Burgoon) dburgoon@apopka.net

Value of Total Contract: $30,000.00

Firm's Percentage of Total Contract: 100 %

Number of Change Orders: Ø

Value of Change Orders: Ø

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 (X)

If yes, 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 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. Submit Vendor's Technician Resume:

Resume of Shooter Steve Webber has been included as 1st document.

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

15. Submit Pamphlet of Explosives:

Product List has been included as 2nd Attachment.

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

16. Provide a list of fireworks that will be a minimum of 25 minutes long provided for the amount of $35,000.00:

1-2": 4,000
2.5": 360
3": 600
4": 400
5": 350
6": 125

SHELL BRANDS, TYPES, ETC ARE INCLUDED ON STANDARD PROPOSAL FORMAT as 3rd Attachment

11. CERTIFICATION

This bid is submitted by: I (print) EJ Weppel III 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:

President / Owner

Signature Title

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

(Balance of page left intentionally blank)

******* (THIS IS A SAMPLE ONLY - DO NOT EXECUTE) *******
CITY OF PORT SAINT LUCIE
CONTRACT #20170005

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*

CREATIVE PYROTECHNICS
CREATIVEPYRO.COM
1176 54TH AVENUE • VERO BEACH, FL. 32966
772-532-4072

STEVE WEBBER

SUMMARY OF QUALIFICATIONS

- NFPA 1123, 1124, and 1126 trained
- Experience with 1.3G and 1.4G pyrotechnics (indoor, outdoor, and close proximity venues)
- ATF clearance approved to posses, ship, transport, receive explosive materials
- CDL with Hazmat Endorsement

WORK OF EXPERIENCE

Displays Fired: over 30 displays
Displays Worked: over 50 displays

(Including, but not limited to the following list of venues, clients, and/or displays below)

Client: Space Coast Stadium
Location: Viera, FL.
Date: Multiple Dates - 2013 Season

Event Name: Private Wedding Display
Client: Omni Resort Hotel
Location: Champions Gate, FL
Date: 12/31/2013

Event Name: Waldorf Astoria Independence Day
Client: Hilton Hotels
Location: Orlando, FL
Date: 7/2/2013

Event Name: City of Debary
Client: CPPI, City of Debary, FL
Location: Debary, FL
Date: 7/4/2013

Event Name: Daytona Cubs
Client: Daytona Cubs Professional Baseball Club
Location: Daytona Beach, FL
Date: 7/23/2013

Event Name: "Jackie Robinson Day"
Client: United Way of Indian River County
Location: Historic Dodgertown
Date: 4/15/2014

Event Name: "Track Shack Events Fireworks"
Client: Track Shack Events
Location: Orlando, FL
Date: 4/17/2014

Event Name: "Bradenton Yacht Club Fireworks
Client: Bradenton Yacht Club
Location: Bradenton, FL
Date: 6/29/2014

Event Name: "Seminoles 4th of July Celebration"
Client: Seminole Tribe of Florida
Location: Hollywood, FL.
Date: **07/04/2014**

Event Name: Lindsay Hurley Fireworks
Client: Lindsay Hurley
Location: Naples Players Club & Spa
Date: 11/15/2014

Event Name: First Night St. Pete 2015
Client: First Night St. Pete
Location: St. Petersburg, FL
Date: 12/31/2014-1/1/2015

Event Name: Daytona Cubs
Client: Daytona Cubs Professional Baseball Club
Location: Daytona Beach, FL
Date: 4/9/2015

Event Name: Daytona Cubs
Client: Daytona Cubs Professional Baseball Club
Location: Daytona Beach, FL
Date: 4/11/2015

Event Name: Brevard Manatees Firework Nights
Client: Space Coast Stadium
Location: Viera, FL.
Date: 4/18/2015

Event Name: Jerry Seinfeld Comedy Show After Party Fireworks
Client: Big 3 Entertainment
Location: St. Petersburg, FL
Date: 4/29/2015

Event Name: Brevard Manatees Firework Nights
Client: Space Coast Stadium
Location: Viera, FL.
Date: 5/2/20

Event Name: Daytona Cubs
Client: Daytona Cubs Professional Baseball Club
Location: Daytona Beach, FL
Date: Various Display Dates

Event Name: Brevard Manatees Firework Nights
Client: Space Coast Stadium
Location: Viera, FL.
Date: 5/30/2015

Event Name: Winter Park Racquet Club Fireworks
Client: Dr. Walker
Location: Winter Park, FL.
Date: 6/6/15

Event Name: City of Sebastian 4th of July 2015
Client: City of Sebastian
Location: Sebastian, FL
Date: 7/4/15

Event: Omni Resort at ChampionsGate Fireworks
Client: Omni Resort at ChampionsGate
Location: Kissimmee, FL
Date: 9/5/2015

Event: Saint Edwards School Homecoming Fireworks
Client: Saint Edwards School
Location: Vero Beach, FL
Date: 10/16/2015

Event: Delray Beach First Night 2016
Client: City of Delray Beach, FL
Location: Delray Beach, FL
Date: NYE 2016

Event: Paradise Cove Orlando
Client: Private Wedding Client
Location: Orlando, Fl
Event Date: July 2nd, 2016

Event: City of Port St. Lucie 4th of July 2016
Client: City of Port St. Lucie
Location: Port St. Lucie, FL
Event Date: July 4th, 2016

Event: Stuart Air Show 2016
Client: Stuart Air Show
Location: Stuart, FL
Event Date: November 4th, 2016

Florida The Sunshine State

CDL CLASS C

W160-784-72-294-0

STEPHEN DAVID
WEBBER
1176 54TH AVE
VERO BEACH, FL 32966-4720
DOB: 08-14-1972 SEX: M
ISSUED: 06-03-2015 HGT: 5-03
EXPIRES: 08-14-2019
REST: 1
ENDORSE: H
REPLACED: 07-08-2015

ORGAN DONOR

SAFE DRIVER MOTORCYCLE ALSO

Operation of a motor vehicle constitutes consent to any sobriety test required by law

CREATIVE PYROTECHNICS

CREATIVEPYRO.COM

Phone: 407-234-0270

Product List for City of Port St. Lucie July 4th, 2017
Fireworks Display:

1-2": 4,000
2.5": 360
3": 600
4": 400
5": 350
6": 125

All Devices will be 100% electronically fired and will not exceed **6"** in Diameter.

CREATIVE PYROTECHNICS

CREATIVEPYRO.COM

Phone: 407-234-0270

City of Port St. Lucie 2017 Fireworks Display Proposal

Tuesday July 4th, 2017

A. Shell Count

- ✓ A total of **5,835** Display Shells/Shots will be provided for this display. The Shell Count is as follows:

1-2": **4,000**	4": **400**
2.5": **360**	5": **350**
3": **600**	6": **125**

B. Shell Brands, Shell Types

Shell Brands

- ✓ **All Shells included in the Display will be of the following brands:**

Lidu- Very High Quality Chinese Display Shells
Vulcan- High Quality Premium Brand Chinese Display Shells
Yung-Feng- Japanese Display Shells
Dancing- Premium Quality Chinese Display Shells
Caballer- Spanish Display Shells
AM Pyro- Domestic (Made in the USA) Display Shells

Shell Types/Effects

- ✓ Crossettes, Willows, Peony's, Tourbillions, Salutes
- ✓ Spiders, Waterfalls, Mines, Stars, Rings, Palm Trees
- ✓ Spinners, Whistles, Tiger Tails, Comets, Strobes, and more!

C. Total Show Length

- ✓ **Total Show Length is 25 Minutes**

D. Equipment/Materials/Personnel Provided

- ✓ Professional and Qualified Technicians to Setup Display
- ✓ Certified and Qualified Shooter to Fire Display
- ✓ Digital Firing System and Modules
- ✓ All Racks, Nails, Lumber, Materials, etc.
- ✓ Professional and Qualified Technicians to Tear-Down Display
- ✓ **Fireworks Permit**
- ✓ Transportation/Travel Needs
- ✓ Food
- ✓ Any other Miscellaneous Costs.

E. Liability Insurance

- ✓ **$5,000,000.00** General Liability Insurance will be provided by Creative Pyrotechnics for display.
- ✓ **$5,000,000.00** Auto Liability Insurance will be provided by Creative Pyrotechnics for display.

F. Cost/Budget

- ✓ **City of Port St. Lucie July 4th, 2017 Fireworks Display Total Cost:**

$35,000.00 All-Inclusive

G. Payment Schedule

- ✓ **$17,500.00** deposit payment
- ✓ **$17,500.00** balance payment

Proposal Created and Authorized on 11/8/2016 by: **E.J. Weppel**
Title: **President**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2016

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

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

PRODUCER

Ryder Rosacker McCue & Huston (MGD by Hull & Compa
509 W Koenig St
Grand Island NE 68802

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No): 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : JAMES RIVER INS CO	12203
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Creative Pyrotechnics LLC
14747 Baltuarol Dr
Orlando FL 32828

COVERAGES **CERTIFICATE NUMBER:** 1438333823 **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			00073669-0	9/6/2016	9/6/2017	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			00073670-1	9/6/2016	9/6/2017	EACH OCCURRENCE	$4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Blanket Additional Insured applies to the entities listed below per attached form FP5201-0112 when required by written agreement.
City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20170005- Fireworks for the 4th of July shall be listed as additionally insured.

CERTIFICATE HOLDER

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984-5099

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jodi Faulkner

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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: 2/9/2016 **EXPIRATION DATE:** 2/8/2018

PERSON: WEPPEL EJ

FEIN: 651274393

BUSINESS NAME AND ADDRESS:

CREATIVE PYROTECHNICS, LLC.

4260 AMELIA PLANTATION COURT

VERO BEACH FL 32967

SCOPES OF BUSINESS OR TRADE:

AMUSEMENT DEVICE
OPERATION NOC

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

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**1-FL-095-54-9F-00748**
Chief, Federal Explosives Licensing Center (FELC) Christopher R. Reeves		Expiration Date	**June 1, 2019**

Name
CREATIVE PYROTECHNICS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
14747 BALTUSROL DR
ORLANDO, FL 32828-

Type of License or Permit
54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

CREATIVE PYROTECHNICS LLC
14747 BALTUSROL DR
ORLANDO, FL 32828-

Licensee/Permittee/Responsible Person Signature	President/Owner Position Title
EJ Weppel Printed Name	6/20/2016 Date

Previous Edition is Obsolete CREATIVE PYROTECHNICS LLC 14747 BALTUSROL DR 32828 1-FL-095-54-9F-00748 June 1, 2019 54-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **CREATIVE PYROTECHNICS LLC**

Business Name:

License/Permit Number: **1-FL-095-54-9F-00748**

License/Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **June 1, 2019**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2016-2017

Registrant: CREATIVE PYROTECHNICS LLC
Attn: EJ WEPPEL IV
14747 BALTUSROL DRIVE
ORLANDO, FL 32828

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 052416 551 072Y **Effective: 07/01/2016** **Expires: 06/30/2017**

HM Company ID: 100257

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and
(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

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 Creative Pyrotechnics, LLC does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

11/8/2016

Date

VENDOR CODE OF ETHICS

E-BID #20170005
Fireworks for the 4th of July

"A City for All Ages"

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 Creative Pyrotechnics
Signature E Weppel
Printed Name and Title EI Weppel President
Date 11/8/2016

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

CHECKLIST
E-BID #20170005
Fireworks for the 4th of July

Name of Bidder: Creative Pyrotechnics

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/Questionnaire #20170005 with proper signatures upload to DemandStar

✓ 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.

✓ DrugFree 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 Questionnaire

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

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

✓ All price extensions and totals have been thoroughly checked

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

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.
Creative Pyrotechnics, 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.)
14747 Baltusrol Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32828

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
6 5 - 1 2 7 4 3 9 3

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 ▶ E. Weppl Date ▶ 11/8/2016

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.

ADDITIONAL INSURED—AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

☐ All Coverage Parts or
☒ Only the following checked Coverage Part(s)

☒ COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
N/A COVERAGE PART C - PROFESSIONAL LIABILITY
N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
N/A COVERAGE PART F - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

SECTION II – Who Is An Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this Policy by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or, "property damage" but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf.

Liability for the above acts or omissions includes the liability you are required to assume in a written contract or written agreement with an additional insured that is specifically related to "your work", provided that assumption of the additional insured's liability is permitted by law.

The insurance provided to the additional insured(s) under this endorsement is limited as follows:

1. In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations.

2. Any coverage provided by this endorsement to an additional insured(s) shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

3. With respect to the insurance afforded to the additional insured(s), the following additional exclusions apply:

   This insurance does not apply to "bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, (other than service, maintenance or repairs) on the project to be performed by

or on behalf of the additional insured(s) at the location of the covered operations, has been completed; or

b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;

provided that item 3.a. and 3.b. above shall not apply if such coverage is required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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"A City for All Ages"

CITY OF PORT ST. LUCIE

Fireworks for the 4th of July

Sealed Electronic Bid #20170005

(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 Electronic Bid (E-Bid) #20170005 for Fireworks on the 4th of July 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 November 14, 2016 at 2:00:00 p.m. E.S.T.

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

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

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

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

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

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to 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. Questions received after November 7, 2016 may not be answered, and will not be cause for additional compensation. The City will not be responsible for oral clarification of questions. To ensure fair consideration for all Bidder(s) it must clearly understand that Mr. Bezak is the only individual authorized to represent the City on this invitation to bid.

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/Questionnaire #20170005 pages 12-16 (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.

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SPECIFICATIONS
SEALED E-BID # 20170005
Fireworks for the 4th of July

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to a firework display lasting a minimum of twenty-five (25) minutes on July 4th, 2017 at the Civic Center located at 9221 SE Civic Center Place, Port St. Lucie, Florida. The City's budget for fiscal year 2016/2017 is thirty-five thousand ($35,000.00) dollars.

Please provide a pamphlet of information describing the firms understanding of the project and a detail list of the firework display that your firm will be providing for the $35,000.00.

Each Event the Contractor shall provide information regarding the firework display to the City and should at the least include:

- Shell Count, with a breakdown of total amount to be fired and how many shots per shell size will be involved in the firework display. For example; 1-2" Shell : 4,000 4" Shell : 400 ETC.
- Shell Brands
- Shell Types/Effects- ex: Crossettes, Spiders and Spinners etc.
- Total Show Length
- Equipment/ Materials/ Personnel Provided

It is the intent of the City to enter into a lump sum price contract with one (1) qualified Contractor to provide all labor, supervision, equipment, machinery, tools, materials, permits, transportation and utilities for Fireworks for the 4th of July in accordance with the Contract Documents. The Contract will be a continuing contract with automatic extensions unless amended, canceled or rebid. Annual expenditures will be as budget allows.

The Bidder shall have all the required licenses and certifications necessary to perform this work. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

<u>The St Lucie County Fire District (SLCFD) requires a Fire Safety Permit to be filled out and returned. The cost of the Fire Safety Permit is $217.50. SLCFD will also need the following documents</u>:

- Certificate of Liability Insurance
- Complete list of explosives to be blown up with SDS sheets
- Name and number for on-site contacts
- Technician resume, Photo ID & Federal Explosives License Permit
- Aerial map of area where set up will be

Weather conditions will determine whether or not a detail crew will be required on site (additional fees may be charged by SLCFD if so).

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

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

1. GENERAL REQUIREMENTS

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

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

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

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective E-Bid Reply Sheet/Questionnaire #20170005. 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 #20170005. Three (3) references shall be listed on the E-Bid Reply Sheet/Questionnaire #20170005 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
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply

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/ Questionnaire # 20170005 and any other documentation that is required by this bid. The E-Bid Reply Sheet/ Questionnaire # 20170005 should be typed or printed and signed. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) file. **No hard copies will be accepted.**

A. Request Bid Specifications and all Attachments, #20170005 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet/Questionnaire #20170005 & save to your hard drive, program is in Word Office 2007 Professional. Enter total lump sum price on the E-Bid Reply Sheet/ Questionnaire #20170005 and save.

C. Complete company information on E-Bid Reply Sheet/Questionnaire # 20170005

D. Totals shall agree with the E-Bid Reply Sheet/Questionnaire #20170005 that are to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Sheet/Questionnaire #20170005 uploaded on DemandStar and the dollar amounts listed on

the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet/Questionnaire #20170005 that is uploaded at time of submittal. Enter $0 or $35,000.00 on the web page.

E. Electronically sign the E-Bid Reply Sheet/Questionnaire # 20170005 where indicated.

File #1

F. Upload and submit in one (1) PDF filed the E-Bid Reply Sheet/Questionnaire #20170005, Insurance Certificate(s), License, Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet/Questionnaire #20170005.

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

YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

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

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

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

1.10 Subcontracting or Assigning of the Contract – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet/Questionnaire #20170005.

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 Sheet/Questionnaire #20170005, 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. 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 – No City permits are required for this work. However;

- The St Lucie County Fire District (SLCFD) requires a Fire Safety Permit to be filled out and returned. The cost of the Fire Safety Permit is $217.50. SLCFD will also need the following documents:
  - Certificate of Liability Insurance
  - Complete list of explosives to be blown up with SDS sheets
  - Name and number for on-site contacts
  - Technician resume, Photo ID & Federal Explosives License Permit
  - Aerial map of area where set up will be

- Weather conditions will determine whether or not a detail crew will be required on site (additional fees may be charged if so)

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

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

1.15 Intent to Perform - The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance.

Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specifications

2. SPECIFIC REQUIREMENTS

2.1 Samples – N/A

2.2 Standard Productions 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) – N/A

2.4 Return of Bid Guaranty – N/A

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 necessary Sign-In Forms.

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E-Bid Reply Sheet/Questionnaire # 20170005
Fireworks for the 4th of July

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? _____

How many employees do you have available for this contract? _____

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.

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities 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 separated item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. 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) Fireworks for the 4th of July Events similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, and value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: _____

Description: _____

_____

_____

Location: _____

Date 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: _____

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:

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 ( )

If yes, 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 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. Submit Vendor's Technician Resume:

_____

_____

_____

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

15. Submit Pamphlet of Explosives:

_____

_____

_____

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

16. Provide a list of fireworks that will be a minimum of 25 minutes long provided for the amount of $35,000.00:

_____

_____

_____

_____

_____

_____.

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)

(Balance of page left intentionally blank)

******* (THIS IS A SAMPLE ONLY - DO NOT EXECUTE) *******
CITY OF PORT SAINT LUCIE
CONTRACT #20170005

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), *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: Jay Liss, Parks & Recreation
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL. 34983
Telephone: 772-871-5086
Email: jayl@cityofpsl.com

City Contract Administrator: Jason Bezak
Procurement Management
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL. 34983
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 #20170005, and all agenda, are made part of this Contract for Fireworks for the 4th of July for the City of Port Saint Lucie.

Scope of Work: The City of Port St. Lucie is soliciting for a firm to provide a firework display on July 4th, 2017 at the Civic Center located at 9221 SE Civic Center Place, Port St. Lucie, Florida. The display will be shot from Village Green starting at 9:00 p.m. (E.S.T.) and should last for approximately twenty-five (25) minutes. The current location has about a five hundred (500) foot fall out area which may limit the size of the shells. The City's budget for this project is a maximum of thirty-five thousand ($35,000.00) dollars. Please provide a pamphlet of information describing the firms understanding of the project and a detail list of the firework display that your firm will be providing for the $35,000.00.

Each Event the Contractor shall provide information regarding the firework display to the City and should at the least include:

- Shell Count, with a breakdown of total amount to be fired and how many shots per shell size will be involved in the firework display. For example; 1-2" Shell : 4,000 4" Shell : 400 ETC.
- Shell Brands
- Shell Types/Effects- ex: Crossettes, Spiders and Spinners etc.
- Total Show Length
- Equipment/ Materials/ Personnel Provided

Permits – No City permits are required for this work. However;

- The St Lucie County Fire District (SLCFD) requires a Fire Safety Permit to be filled out and returned. The cost of the Fire Safety Permit is $217.50. SLCFD will also need the following documents:
  - Certificate of Liability Insurance
  - Complete list of explosives to be blown up with SDS sheets
  - Name and number for on-site contacts
  - Technician resume, Photo ID & Federal Explosives License Permit
  - Aerial map of area where set up will be

- Weather conditions will determine whether or not a detail crew will be required on site (additional fees may be charged if so)

HOURS OF SERVICE

The hours for each even shall be established and confirmed in writing in advance of said event by the City. All equipment operated at night shall comply with the noise levels established by the City.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be _____ and shall continue with automatic extensions unless amended, cancelled or rebid. The Contractor will be required to commence work under this Contract within ten (10) calendar days after written notification from the City per event. 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.

SECTION IV
RENEWAL OPTION

The Contract is a continuing contract with automatic extensions unless amended, cancelled or rebid. Upon each anniversary date the new budgeted amount will be established. The Contractor shall provide a complete list of fireworks to be approved.

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 event basis for the lump sum price, plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein.

The City may entertain deposit requests by the Contractor given the nature of the work, however the City can reject deposit requests as it sees fit if said requests are not beneficial to the City. Terms will be discussed after Bid is awarded.

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.

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.

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 or visa order #, Contract number, and release of liens.

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 shall bear interest from 30 calendar days after the due date at the rate of 0.5% per month on the unpaid balance.

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order 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	$5,000,000
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). 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 $5,000,000.00 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 #20170005 – Fireworks for the 4th of July 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, or 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.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or

accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

Adjustments- the Contractor 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 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).

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 Contractor thirty (30) day 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 XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (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 #20170005
Fireworks for the 4th of July

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 #20170005
Fireworks for the 4th of July

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/Questionnaire #20170005 with proper signatures upload to DemandStar

_____ 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 Questionnaire

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

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

_____ All price extensions and totals have been thoroughly checked

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

BID OPENING ATTENDANCE
SEALED E-BID # 20170005
Fireworks for the 4th of July
November 14, 2016 @ 2:00:00 p.m.

	Agency	Print Name	E-Mail
1	PMD	Jason Bezak	jbezak@cityofpsl.com
2	PMD	Gina Jolly	gjolly@cityofpsl.com
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7N
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: John Bolduc, Police Chief
Cheryl Shanaberger, Director- Procurement Management Dept.
Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170061 - Equipment for Police Vehicles

Submittal Date: 12/8/2016

STRATEGIC PLAN LINK: Goals 2020, Financially Sound City, High Performance City Organizations, Management in Progress 2015-2016 "Police Vehicle Replacement Plan": Annual Funding

BACKGROUND: The Police Department is purchasing thirty-five (35) vehicles to continue with the City's vehicle replacement program. These vehicles need to be equipped with the appropriate equipment, such as light bars, partitions, computer bases and stands, etc. The City's contract with First Vehicle Services includes the installation of all of the equipment at no additional cost. Therefore, the City purchases all of the equipment needed for each vehicle directly.

ANALYSIS: The Police Department has reviewed the Dana Safety Supply (DSS) and the Florida Sheriffs Association (FSA) Bid for the equipment needed. The Dana Safety Supply quote is $191,057.40 and is well under the FSA equipment pricing. The cost savings by equipping the vehicles with Dana Safety Supply is $43,403.57.

FINANCIAL INFORMATION: All equipment is budged within the General Fund/NPB District Support/Vehicles.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, equal to or lower than existing Florida Sheriffs Contract, Chapter 35.06, and award Contract #20170061to Dana Safety Supply (DSS) for a total of $191,057.40.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Dana Safety Supply Bid, Bid Comparison Sheets, Police Vehicle Equipment /Justification and 2017 Patrol Vehicle Equipment (for 2017 Interceptor Utility.)

*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
DEC 0 8 2010
CITY MANAGER'S OFFICE

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	192159-A
Customer No.	PORSLPD

Bill To	Ship To
PORT ST. LUCIE POLICE DEPARTMENT PORT ST. LUCIE POLICE DEPT. BUILDING C 121 SW PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984	PORT ST. LUCIE POLICE DEPARTMENT BUILDING C; ATT: PO# 121 SW PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984
Contact: **Telephone:** 772-871-5183MARY **E-mail:**	**Contact:** LISA SMITH **Telephone:** 772-807-4419 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/15/16	GROUND	QUOTED FREIGHT		CHARGE

Entered By	Salesperson	Ordered By	Resale Number
MIKE	MIKE NOLAND - ORLANDO	ROBERTO MANN	66-040 7562-54C

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
29	29	Y	IW8BBRRT WEC 48" WECAN LIBERTY II RED/BLUE W/TINTED LENS Warehouse: ORLAN SEE ATTACHED WIZARD **********	1,265.0000	36,685.00
29	29	Y	MKEZ83 WEC LIGHTBAR STRAP KIT- 2013+ FORD PIUT Warehouse: ORLAN ALSO 2011+ FORD EXPLORER **********	0.0000	0.00
70	70	Y	WEC-VTX609 Whelen Omni Vertex Directional Lighthead 9' Cable Clear Warehouse: ORLAN	56.0000	3,920.00
70	70	Y	WEC-VTX609 Whelen Omni Vertex Directional Lighthead 9' Cable Red Warehouse: ORLAN	56.0000	3,920.00
28	28	Y	P1000UINT13AOSB PG Pro Cell PKG Warehouse: ORLAN	1,593.8800	44,628.64
33	33	Y	RP34 WEC OUTER EDGE REAR PILLARS FOR PI UTILITY Warehouse: ORLAN	614.8000	20,288.40

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/15/16	GROUND	QUOTED FREIGHT		CHARGE

Entered By	Salesperson	Ordered By	Resale Number
MIKE	MIKE NOLAND - ORLANDO	ROBERTO MANN	66-040 7562-54C

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
33	33	Y	OEMCRNB WEC ADD 1 BLUE OUTER EDGE LIGHTHEAD Warehouse: ORLAN OUTER EDGE LIGHTHEAD ONLY FOR OE45UR6 AND OE34UR6.	0.0000	0.00
33	33	Y	OEMCRNR WEC ADD 1 RED OUTER EDGE LIGHTHEAD Warehouse: ORLAN OUTER EDGE LIGHTHEAD ONLY FOR OE45UR6 AND OE34UR6.	0.0000	0.00
35	35	Y	WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch Warehouse: ORLAN	295.9500	10,358.25
34	34	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: ORLAN	139.0000	4,726.00
34	34	Y	SAK52 WEC SPKR BRKT FOR 13+ EXPLORER, PIUT (DRIVER SIDE) Warehouse: ORLAN	0.0000	0.00
32	32	Y	PB47UINT16ION2RB OG 2 HEAD ALL 1/2 RED & 1/2 BLUE ION'S Warehouse: ORLAN	557.0000	17,824.00
70	70	Y	MCRNSC Whelen Micron Series Clear LED head with Black Flange Warehouse: ORLAN	65.0000	4,550.00

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Sales Quote

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Telephone: 800-845-0405

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Contact: **Telephone:** 772-871-5183MARY **E-mail:**	**Contact:** LISA SMITH **Telephone:** 772-807-4419 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/15/16	GROUND	QUOTED FREIGHT		CHARGE

Entered By	Salesperson	Ordered By	Resale Number
MIKE	MIKE NOLAND - ORLANDO	ROBERTO MANN	66-040 7562-54C

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
28	28	Y	G6300D PG DUAL GUNRACK FOR PRO-CELL PARTITION Warehouse: ORLAN DUAL WEAPON , VERTICAL MOUNT ON PRO-CELL HALF PARTITION INCLUDES STANDARD "H" OR "R" MOUNTING HEADS THERE WILL BE AN ADDITIONAL CHARGE OF $70.00 FOR EACH "U" UNIVERSAL LOCKING HEAD REQUIRED. ***MUST SPECIFY WEAPON TYPE, STYLE, AND ACCESSORIES*** **********1-AR LOCK 1-SHOTGUN LOCK	258.7100	7,243.88
33	33	Y	C-VS-1308-INUT HAVIS 21" CONSOLE FOR 2013+ FORD INTERCEPTOR SUV Warehouse: ORLAN CONSOLE INCLUDES ONE 12V LIGHTER PLUG AND THE FOLLOWING EQUIPMENT BRACKETS: 1) C-EB25MMT-1P 1) C-EB40-250 1) C-EB40-WS2-1P 1) AND WHAT EVER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION. **********	265.0000	8,745.00
33	33	Y	C-CUP2-1 DO NOT USE (USE C-CUP2-I) LETTER i Warehouse: ORLAN	28.0000	924.00

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Sales Quote

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GREENSBORO, NC 27409

Telephone: 800-845-0405

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Contact: **Telephone:** 772-871-5183MARY **E-mail:**	**Contact:** LISA SMITH **Telephone:** 772-807-4419 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/15/16	GROUND	QUOTED FREIGHT		CHARGE

Entered By	Salesperson	Ordered By	Resale Number
MIKE	MIKE NOLAND - ORLANDO	ROBERTO MANN	66-040 7562-54C

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
33	33	Y	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: ORLAN REPLACES C-ARM-3 ARMREST **********	80.5600	2,658.48
33	33	Y	C-LP-1 HAV SINGLE 12V OUTLET CIG PLUG Warehouse: ORLAN	18.7500	618.75
32	32	Y	C-HDM-214 HAV 8.5" TELESCOPING POLE, SIDE MOUNT Warehouse: ORLAN	79.6500	2,548.80
32	32	Y	C-MD-202 HAV LO-PROFILE TILT/SWIVEL MOTION DEVICE Warehouse: ORLAN	50.7500	1,624.00
32	32	Y	C-HDM-303 HAV FIXED ADAPTER, HEAVY DUTY MNT, 6 OFFSET BKT Warehouse: ORLAN	337.0095	10,784.30
4	4	Y	IX34UFZRB Whelen Inner Edge Red Driver/Blue Passenger, EXPL/ PI- Warehouse: ORLAN	587.0000	2,348.00
3	3	Y	G7000-2 PG VERT BUCKET SEAT DUAL WEAPON MOUNT Warehouse: ORLAN	355.5500	1,066.65

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Sales Quote

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GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	192159-A
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Contact: **Telephone:** 772-871-5183MARY **E-mail:**	**Contact:** LISA SMITH **Telephone:** 772-807-4419 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/15/16	GROUND	QUOTED FREIGHT		CHARGE

Entered By	Salesperson	Ordered By	Resale Number
MIKE	MIKE NOLAND - ORLANDO	ROBERTO MANN	66-040 7562-54C

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	KK-K9-F18-K HAV K9 TRANSPORT SYSTEM, 2015 FORD PI SUV Warehouse: ORLAN	1,837.0000	1,837.00
1	1	Y	G5000 PG UNIVERSAL ELECTRIC GUNLOCK WITH KEY OVERRI Warehouse: ORLAN SEE ATTACHED FORM FOR SPECIFICS ********** UNVERSAL LOCK	326.2500	326.25
33	33	N	FREIGHT INCOMING FREIGHT Warehouse: ORLAN	104.0000	3,432.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

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Subtotal	191,057.40
Freight	0.00
Order Total	191,057.40

Patrol Vehicle Equipment Comparison

Component	Type	Specifications /Notes	FSA Item # / Pg	FSA Price	DSS Price
Light bar	Whelen Liberty II	Liberty II Package (FSA add **7hrs** dealer labor, $135/hr)	WPLB-LED 1 Tier / Pg.34	$2,266.00	$1,265.00
Corner Strobes	Whelen	FSA:4 x Vertex Light Heads (Add 4 hrs Labor) + $246 DSS: 3xRed(56.00ea) 1xBlue(56.00ea)	W-Vertex / Pg.38	$786.00	$224.00
Rear Deck Lighting	Whelen	(FSA) Rear Deck LEDs (Add 1.3hrs dealer labor) Outer Edge Mounts to rear pillars	W-RDL / Pg.35	$489.00	$614.00
Partition	PG2600 Pro-Guard P1000	(FSA) $775 for partition add $385 for gun lock add $130 for Ext. panel Single Prisoner partition system(includes rear divider, window bars, plastic seat)	Cage 10S /Pg.95	$1,290.00	$1,593.00
Light/Siren Controller	Whelen	295SLSA6 (Included in FSA Lightbar package)	WPLB-LED 1 Tier / Pg.34	$0.00	$295.95
Siren Speaker	Whelen SA315P	Include mounting bracket (Included in FSA Lightbar package)	WPLB-LED 1 Tier / Pg.34	$0.00	$139.00
Push Bumper		ProGuard with integrated lighting Setina PPB300 $545 pg.95/ (Forward facing lights add $163 and 3hrs dealer lbr.)	SPB300 / Pg.95 W-GL / Pg. 35	$1,034.00	$557.00
Weapons Rack		Pro-cell Mount Vertical Gun Rack (Included with FSA partition choice)	Cage 10S /Pg.95	$0.00	$258.71
Console	Havis	C-VS-1508-INSE Includes armrest and cupholders.	HAVIS/ Pg.94	$596.00	$467.40
****Not available on FSA Bid****					
Window Bars		Steel vertical bars for rear windows(set of 2) Included with partition Pro Guard P1000 (DSS QUOTE)	**N/A**	$180.00	$0.00
Push Bumper Side Lights	Whelen Micron Series	2 x Clear synch able LED strobe lights for sides of push bumper ($65ea)	**N/A**	$130.00	$130.00
Computer base and stand	Havis PKG	Console Side base mount components	**N/A**	$155.35	$155.35
		Equipment cost per patrol vehicle		**$6,926.35**	**$5,699.41**
		Total equipment cost for 28 patrol vehicles		**$193,937.80**	**$159,583.48**

Sergeant Vehicle Equipment Comparison

Component	Type	Specifications /Notes	FSA Item # / Pg	FSA Price	DSS Price
Interior Front Visor LED	Whelen	Inner Edge Lighting System with takedowns (FSA add **7hrs** dealer labor, $135/hr)	WPUMP-LED 1 Tier / Pg.34	$3,134.00	$587.00
Corner Strobes	Whelen	FSA:4 x Vertex Light Heads (Included in FSA Lighting package) DSS: 3xRed(56.00ea) 1xBlue(56.00ea)	WPUMP-LED 1 Tier / Pg.34	$0.00	$224.00
Rear Deck Lighting	Whelen	Outer Edge System (FSA Included in FSA Lighting package)	WPUMP-LED 1 Tier / Pg.34	$0.00	$614.00
		Outer Edge System mounts under lip of rear spoiler			
Light/Siren Controller	Whelen	295SLSA6 (Included in FSA Lighting package)	WPUMP-LED 1 Tier / Pg.30	$0.00	$295.95
Siren Speaker	Whelen SA315P	Include mounting bracket (Included in FSA Lighting package)	WPUMP-LED 1 Tier / Pg.30	$0.00	$139.00
Push Bumper		ProGuard with integrated lighting	SPB300 / Pg.100	$1,034.00	$557.00
		Setina PPB300 / (Forward facing lights add $163 and 3hrs dealer lbr.)	W-GL / Pg. 31		
Console	Havis	C-VS-1508-INSE Includes armrest and cupholders.	HAVIS/ Pg.94	$596.00	$467.40
****Not available on FSA Bid****					
Weapons Rack		Self Supporting Weapons Mount	**N/A**	$355.55	$355.55
Push Bumper Side Lights	Whelen Micron	2 x Clear synch able LED strobe lights for sides of push bumper ($65ea)	**N/A**	$130.00	$130.00
Computer base and stand	Havis PKG	Console Side base mount components	**N/A**	$155.35	$155.35
		Equipment cost per patrol sergeant vehicle		**$5,404.90**	**$3,525.25**
		Total equipment cost for 3 patrol sergeant vehicles		**$16,214.70**	**$10,575.75**

K9 Vehicle Equipment Comparison

Component	Type	Specifications /Notes	FSA Item # / Pg	FSA Price	DSS Price
Light bar	Whelen Liberty II	Liberty II Package (FSA add **7hrs** dealer labor, $135/hr)	WPLB-LED 1 Tier / Pg.34	$2,266.00	$1,265.00
Corner Strobes	Whelen	FSA:4 x Vertex Light Heads (Add 3 hrs Labor) + $270 DSS: 3xRed(56.00ea) 1xBlue(56.00ea)	W-Vertex / Pg.38	$786.00	$224.00
Rear Deck Lighting	Whelen	(FSA) Rear Deck LEDs (Add 1.3hrs dealer labor)	W-RDL / Pg.35	$489.00	$614.00
		Outer Edge Mounts under lip of rear spoiler			

K9 Insert		Full width aluminum K9 Insert	K-9 / Pg.96	$2,500.00	$1,837.00
Light/Siren Controller	Whelen	295SLSA6 (Included in FSA Lightbar package)	WPLB-LED 1 Tier / Pg.34	$0.00	$295.95
Siren Speaker	Whelen SA315P	Include mounting bracket (Included in FSA Lightbar package)	WPLB-LED 1 Tier / Pg.34	$0.00	$139.00
Push Bumper		ProGuard with integrated lighting Setina PPB300 / (Forward facing lights add $200 and 3hrs dealer lbr.)	SPB300 / Pg.95 W-GL / Pg. 35	$1,034.00	$557.00
Weapons Rack		Pro-cell Mount Vertical Gun Rack (Included with FSA partition choice)	Cage 10S /Pg.102	$0.00	$264.00
Console	Havis	C-VS-1508-INSE Includes armrest and cupholders.	HAVIS/ Pg.94	$596.00	$467.40
****Not available on FSA Bid****					
Push Bumper Side Lights	Whelen Micron Series	2 x Clear synch able LED strobe lights for sides of push bumper ($69ea)	**N/A**	$130.00	$130.00
Computer base and stand	Havis PKG	Console Side base	**N/A**	$155.35	$155.35
			Equipment cost per K9 vehicle	**$7,956.35**	**$5,948.70**
			Total equipment cost for 1 K9 vehicle	**$7,956.35**	**$5,948.70**

Lieutenant Vehicle Equipment Comparison

Component	Type	Specifications /Notes	FSA Item # / Pg	FSA Price	DSS Price
Interior Front Visor LED	Whelen	Inner Edge Lighting System with takedowns (FSA add **7hrs** dealer labor, $135/hr)	WPUMP-LED 1 Tier / Pg.34	$3,134.00	$587.00
Corner Strobes	Whelen	FSA:4 x Vertex Light Heads (Included in FSA Lighting package) DSS: 3xRed(56.00ea) 1xBlue(56.00ea)	WPUMP-LED 1 Tier / Pg.34	$0.00	$224.00
Rear Deck Lighting	Whelen	Outer Edge System (FSA Included in FSA Lighting package) Outer Edge System mounts under lip of rear spoiler	WPUMP-LED 1 Tier / Pg.34	$0.00	$614.00
Light/Siren Controller	Whelen	295SLSA6 (Included in FSA Lighting package)	WPUMP-LED 1 Tier / Pg.30	$0.00	$295.95
Siren Speaker	Whelen SA315P	Include mounting bracket (Included in FSA Lighting package)	WPUMP-LED 1 Tier / Pg.30	$0.00	$139.00
Console	Havis	C-VS-1508-INSE Includes armrest and cupholders.	HAVIS/ Pg.101	$596.00	$467.40
****Not available on FSA Bid****					
N/A	**N/A**	**N/A**	**N/A**		
			Equipment cost per patrol sergeant vehicle	**$3,730.00**	**$2,327.35**
			Total equipment cost for 3 patrol sergeant vehicles	**$3,730.00**	**$2,327.35**

Port St. Lucie Police Department

memorandum

TO:	**Cheryl Shanaberger, Director** **Procurement Management Department**
THRU:	**John A. Bolduc** **Chief of Police** JAB MC
FROM:	**Roberto Mann** **Fleet and Radio Systems Coordinator**
DATE:	**December 2, 2016**
SUBJECT:	***Police Vehicle Equipment/Justification***

Please let this memorandum serve as justification to proceed with the purchase of patrol vehicle equipment directly from an equipment vender, Dana Safety Supply (DSS).

For FY '16/'17 the Neighborhood Policing Bureau (2130) will be ordering 33 Patrol SUVs. New equipment will need to be ordered for these vehicles in the following configurations:
-27 x Patrol SUVs
-3 x Patrol Sergeant SUVs
-1 x Patrol Lieutenant SUVs
-1 x Patrol K-9 SUV

The Patrol SUVs vehicles will have their equipment installed by our contracted maintenance garage, First Vehicle Services. Since FVS will be fielding the vehicles, per the city's contract with them, we do not need to purchase installation from a vendor or the FSA bid.

When comparing the equipment prices of DSS to the FSA Bid Award; the pricing for the equipment through the vender's (DSS) quote is well under the Florida Sheriffs Association Cooperative Bid pricing. For instance; equipping a patrol vehicle through the FSA bid will cost $6,926.35 per vehicle (including the cost of purchasing equipment not available through the FSA bid).The cost of equipping a vehicle through Dana Safety Supply is $5,699.41 per vehicle. This is a difference of $1,226.94 less per vehicle than the cost of equipping the vehicles utilizing the FSA contract. A total of $34,354 would be saved when purchasing through the vendor, for the 28 patrol vehicles alone. Similar savings have been calculated for the sergeant, K9 vehicle and lieutenant vehicle(s):

NPB Vehicle Equipment Purchase Fiscal Year 2015-2016

Equipment Costs Summarized Comparison					
Vehicle Type	**FSA bid cost per vehicle**	**DSS quote cost per vehicle**	**Difference per vehicle**	**# of vehicles**	**Total difference**
Patrol	$6,926.35	$5,699.41	$1,226.94	28	$34,354.32
Patrol Sergeant	$5,404.90	$3,525.25	$1,879.65	3	$5,638.95
Patrol K9	$7,956.35	$5,948.70	$2,007.65	1	$2,007.65
Lieutenant	$3,730.00	$2,327.35	$1,402.65	1	$1,402.65
				Total savings vs. FSA pricing	**$43,403.57**

*Breakdowns of costs listed on Attachment 1

To summarize, we request to waive the sealed bidding process for the following reasons:

- The prices provided by DSS are substantially cheaper than purchasing through the FSA or State bid
- The State Bid does not include aftermarket equipment pricing.
- Utilizing the FSA bid would still require the purchase of equipment from an equipment vender, since there are numerous pieces of equipment, needed for a patrol vehicle, that are not quoted on the FSA bid.
- The FSA bid does not quote the purchase of the equipment alone without labor hours.(i.e. Equipment has to be purchased for installation by the dealership)
- We have used DSS as the equipment and/or installation vender for the past 5 years. They consistently provide quality service and are always the lowest priced vender of police equipment.

/RM

Attachments:
(1)Vehicle Equipment Cost, Breakdown Comparisons
(2) FSA Ford Interceptor Utility Specification #6
(3) FSA Equipment Pricing List for Duval Ford
(4) Dana Safety Supply Equipment Quote

2017 Patrol Vehicle Equipment (**For 2017 Interceptor Utility**)							
Item	**Description**	**Quantity Per Type**					**Total Pieces Needed**
		PTL(28)	**SGT(3)**	**K9(1)**	**LT(1)**	**Spare**	
Light Bar	Whelen Liberty II -~48", Blue and Red Lenses(blue over driver), Take down and Alley Lights LED, Standard traffic advise	28	0	1	0	0	29
Corner Strobe	Whelen Vertex CLEAR	56	6	2	2	4	70
Corner Strobe	Whelen Vertex RED	56	6	2	2	4	70
Rear Deck Lighting	Whelen Outer Edge **PILLAR MOUNTED**	28	3	1	1	0	33
Partition	Single Prisoner Partition-ProGuard P1000	28	0	0	0	0	28
Light/Siren Control	Whelen 295SLSA6	28	3	1	1	2	35
Siren Speaker	SA315P Siren Speaker w/ Bracket	28	3	1	1	1	34
Push Bumper	Push Bumper w/ integrated Ion lights ProGuard	28	3	1	0	0	32
Push Bumper Side Lights	CLEAR Whelen Microns	56	6	2	2	4	70
Dual Weapons Rack	Dual Weapons rack, attaches to dual partition, ProGuard G6300D (1xAR Lock, 1 x Shotgun lock	28	0	0	0	0	28
Console	Havis C-VS-1308-INUT Cup holders, armrest C-ARM-103, Fit siren/ light control box. Fit Motorola XTS 2500/APX6500, full radio not just control head. Include additional 12V power outlets.	28	3	1	1	0	33
Computer Base/Stand	Computer base and stand to mount to side of console:**C-HDM-214, C-MD-202, C-HDM-303 (No mount needed)**	28	3	1	0	0	32
Front Visor Lighting	Whelen Inner Edge -**Front** for Interceptor Utility	0	3	0	1	0	4
Stand Alone Weapons Ra	Pro-Guard Self-supporting Mount,Dual Gun Rack	0	3	0	0	0	3
K-9 Vehicle Insert	Havis KK-K9-F18-K	0	0	1	0	0	1
Weapons rack for K9 rac	Should mount horizontally to K9 Insert, include universal gun lock	0	0	1	0	0	1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 70
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: John Bolduc, Police Chief
Cheryl Shanaberger, Director-Procurement Management Dept.
Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170048– One (1) New Police Vehicle for Special Investigation Division

Submittal Date: 12/5/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 1, Financially Sound City, High Performance City Organizations, Management in Progress 2015-2016 "Police Vehicle Replacement Plan": Annual Funding.

BACKGROUND: The Police Department is purchasing one (1) new 2017 Ford Expedition 4x2 to continue with the City's vehicle replacement program. The vehicle will be used in the Special Investigation Division SID.

ANALYSIS: The Police Department has reviewed the Florida Sheriff's Contract cost of $31,467.00 for 2017 year model. The State Contract cost is for 2016 models and 2017 models are not available. Fuel Comparison was done for all vehicles and the Ford Expedition (U1F)/100A) having fifteen (15) miles per gallon (mpg) in the City and twenty one (21) mpg on the Highway.

FINANCIAL INFORMATION: The funds are available in the General Fund/Special Investigation Division for one (1) vehicle.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, equal to or lower than existing State Contract, Chapter 35.06, participate in the Florida Sheriffs Association & Florida Association of Counties Contracts # FSA16-VEH24.0, to purchase 1 vehicle from Hub City Ford for a total of $31,467.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Florida Sheriffs Association Contract #FSA16-Veh24.0, FSA Vehicle Specifications #32, quote from Hub City Ford and Summary of Fuel Comparison.

*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.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
FULL SIZE 4-DOOR UTILITY VEHICLES - 4X2 (Specification #32)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Western	$33,744.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Northern	$33,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Central	$33,494.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Southern	$33,794.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	★Western	$24,627.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	★Northern	$24,527.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	★Central	$24,527.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	★Southern	$24,527.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Western	$29,899.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Northern	$29,899.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Central	$29,999.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Southern	$30,099.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Western	$36,993.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Northern	$36,893.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Central	$36,843.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Southern	$36,993.00
DeLand Nissan	2017 Nissan Armada (26117)	Western	$37,128.00
Rountree-Moore Nissan	2017 Nissan Armada (26117)	Northern	$36,965.00
DeLand Nissan	2017 Nissan Armada (26117)	Central	$37,046.00
DeLand Nissan	2017 Nissan Armada (26117)	Southern	$37,171.00
	2017 Toyota Sequoia (7917)	Western	-- NB --
	2017 Toyota Sequoia (7917)	Northern	-- NB --

2017 Toyota Sequoia (7917)	Central	-- NB --
2017 Toyota Sequoia (7917)	Southern	-- NB --

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

FULL SIZE 4-DOOR UTILITY VEHICLES - 4X2
SPECIFICATION #32

2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)
2017 Dodge Durango SXT (WDDL75)
2017 Ford Expedition (U1F/100A)
2017 GMC Yukon (TC15706)
2017 Nissan Armada (26117)
2017 Toyota Sequoia (7917)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/TRANSAXLE:

   a. Manufacturer's standard automatic transmission/transaxle.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Manufacturer's standard air conditioning with 134A system.
   b. Manufacturer's standard tinted glass all around.
   c. Manufacturer's standard AM/FM stereo.
   d. Power windows, power door locks, cruise control and tilt steering wheel.
   e. Manufacturer's standard floor covering.
   f. Seating: Manufacturer's standard front and rear seats.
   g. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

a. Manufacturer's standard tires and wheels.
b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
b. Manufacturer's standard fuel tank.
c. Full perimeter frame, ladder type.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FULL SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #32

2017 Ford Expedition (U1F/100A)

The Ford Expedition (U1F/100A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$29,899.00	$29,899.00	$29,999.00	$30,099.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Expedition (U1F/100A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$29,899.00	$29,899.00	$29,999.00	$30,099.00

Order Code	Delete Options	All Zones
	Deep tinted glass	NA
	On-Star	NA
	Satellite radio	NA

Order Code	Add Options	All Zones
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	CNG model - specify	NA
	Bi-fuel model - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
536 [1]	Transmission oil cooler *REQ TRAILER TOW PKG* [1]	Incl.[1]
	Alternator, 130-Amp *250 AMP* [1]	Std[1]
X3L [1]	Limited slip differential	$319.00[1]
TATF [1]	Tremco anti-theft - foot activated, dealer installed	$279.00[1]
SSVA [1]	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less	$279.00[1]
U1H-200A [1]	Manufacturer's model upgrade package (specify pkg. bid)	$5,924.00[1]
WH [1]	Seat trim upgrade - specify *REQ UPGRADE PKG (REQ 201A PKG)* [1]	$3,145.00[1]
202A [1]	Remote vehicle start *REQ UPGRADE PKG & 202A* [1]	$6,745.00[1]
AK-KF [1]	Additional Key(s) or Key Fob(s) when applicable	$275.00[1]
	Console	Std
	Bucket seats	Std
	Cloth 2nd row seat	Std
	Third row seat	Std
	Floor carpet with color keyed floor mats	Std
	Air conditioning - front and rear	Std
	Privacy glass, factory installed	Std
	Side air protection (may affect cage availability)	Std
VVSS [1]	Vent visors - stick-on style	$144.00[1]
RSFS [1]	Rainshields - flange style	$144.00[1]
	Body side molding	NA
	Running boards	Std

VEHICLE:	Expedition (U1F/100A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$29,899.00	$29,899.00	$29,999.00	$30,099.00

43D [1]	Daytime running lights – NO Thank you	$44.00 [1]
	Immobilize daytime running lights	NA
	Mirrors, camper type	Std
WGG [1]	Wrap-around grille guard	NA [1]
	Tow hooks	NA
	Standard towing package	Std
536 [1]	Heavy duty towing package, includes HD class III receiver with 2" ball	$696.00 [1]
	All terrain tires	Std
NFT [1]	Nitrogen filled tires including spare tire	$199.00 [1]
	Full size spare tire and rim	Std
153 [1]	Front license bracket	NC [1]
50F [1]	Backup alarm, factory installed *FLEET CONVENIENCE PKG(INC POWER ADJUSTABLE PEDALS& REVERSE SENSING SYSTEM)* [1]	$394.00 [1]
BAD [1]	Backup alarm, dealer installed	$179.00 [1]
	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	NA [1]
	Setina PB100A12 – 12" Aluminum Push Bumper	NA
	Setina PB100A16 – 16" Aluminum Push Bumper	NA
	Setina PB300 Push Bumper	NA
	Go Rhino 5000 Series Push Bumpers	NA
	Rear Transport Seat – Laguna System 3P	NA
	Rear Transport Seat – Pro Gard 6000 Series	NA
	Rear Transport Seat with extended seat belt – Patriot PSCV1	NA
	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed	NA
	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed	NA
	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat	NA
	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed	NA
	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices.	NA
	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position.	NA
	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle.	NA

VEHICLE:	Expedition (U1F/100A)				
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	
ZONE:	Western	Northern	Central	Southern	
BASE PRICE:	$29,899.00	$29,899.00	$29,999.00	$30,099.00	
101A [1]	Optional equipment - specify *SYNC (BLUETOOTH)* [1]				$1,074.00 [1]
	Optional equipment - specify				NA
	Optional equipment - specify				NA
	Optional equipment - specify				NA
	Optional equipment - specify				NA
LRPH [1]	Labor rate per hour				$96.00 [1]
TEMP TAG [1]	Temporary tag				$36.00 [1]
TER [1]	Transfer existing registration (must provide tag number)				$100.00 [1]
NST [1]	New state tag (specify state, county, city, sheriff, etc.)				$165.00 [1]
	Maintenance Plan - specify				NA
	Maintenance Plan - specify				NA
	Maintenance Plan - specify				NA
6/100 [1]	Warranty - specify *POWERTRAIN CARE WITH (0) DED* [1]				$1,740.00 [1]
6/100 [1]	Warranty - specify *BASE CARE WITH (0) DED* [1]				$2,130.00 [1]
6/100 [1]	Warranty - specify *EXTRA CARE WITH (0) DED* [1]				$2,585.00 [1]

Fleet Department
windrow1@windrowfleetsales.com

HUB City Ford

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

11/30/2012
MARY BETH LEE
PORT ST LUCIE POLICE DEPT
772-871-5183
772-873-6520

Contract # FSA16-VEL-24.0

MARYBETH.LEE@CITYOFPSI.COM

Exterior Vehicle Color		Emergency Lighting		Driver side	Passenger side
BLACK		Color	Lights		
Interior Vehicle Color	EBONY	Color	Lenses		

We Appreciate your interest in the 2012/2013 Florida Sheriff's Association of counties purchasing contract.
Listed below are items we discussed.

		Price
	2017 FORDEXPEDITION 4 X 2 (U1F) SPEC # 32	$29,999.00
50F	FLEET CONVENIENCE PKG	$394.00
	POWER ADJUSTABLE PEDALS	INC
	REVERSE SENSING STSTEM	INC
101A	101A EQUIPMENT PKG (SYNC- BLUETOOTH)	$1,074.00
		$31,467.00

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

All vehicles will be ordered WHITE unless agency chooses a different color.
Please return quote along with purchase order.

U.S. DEPARTMENT OF ENERGY | Energy Efficiency & Renewable Energy

Office of Transportation & Air Quality | U.S. ENVIRONMENTAL PROTECTION AGENCY

www.fueleconomy.gov
the official U.S. government source for fuel economy information

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	2017 Ford Expedition 2WD X	2017 Chevrolet Tahoe C1500 2WD X
Personalize	3.5 L, 6 cyl, Automatic (S6), Turbo MSRP: $46,225 - $63,307	5.3 L, 8 cyl, Automatic 6-spd MSRP: $47,215 - $62,030
EPA Fuel Economy	**Regular Gasoline** **18** MPG 15 21 combined city/highway city highway 5.6 gal/100mi Gasoline 504 miles Total Range	**Regular Gasoline** **19** MPG 16 23 combined city/highway city highway 5.3 gal/100mi Gasoline Only 494 miles Total Range
		E85 **14** MPG 12 17 combined city/highway city highway 7.1 gal/100mi E85 Only 364 miles Total Range
Unofficial MPG Estimates from Vehicle Owners Learn more about "My MPG" Disclaimer	User MPG estimates are not yet available for this vehicle	User MPG estimates are not yet available for this vehicle
You save or spend* Note: The average 2017 vehicle gets 26 MPG	**You SPEND** **$2,750** more in fuel costs over 5 years compared to the average new vehicle	**You SPEND** **$2,250** more in fuel costs over 5 years compared to the average new vehicle
Annual Fuel Cost*	$1,800	Gas: $1,700 E85: $1,950
Cost to Drive 25 Miles	$3.00	Gas: $2.84 E85: $3.29
Cost to Fill the Tank	$60	Gas: $56 E85: $48
Tank Size	28.0 gallons	26.0 gallons

Add a Vehicle

*Based on 45% highway, 55% city driving, 15,000 annual miles and current fuel prices. Personalize. Five year cost savings for flexible fuel vehicles assume you drive on gasoline only.

MSRP and tank size data provided by Edmunds.com, Inc.

Range on a tank and refueling costs assume 100% of fuel in tank will be used before refueling.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7P
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Sherman Conrad, Parks & Recreation Director
Cheryl Shanaberger, Director-Procurement Management Dept.
Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170019 – Purchasing Five (5) New Ford Vehicles

Submittal Date: 12/5/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principle A, Exceptional Municipal Services, "Providing resources to support City services and service levels".

BACKGROUND: The Parks & Recreation Department is in need of purchasing the following vehicles: one (1) new 2017 Ford Escape, two (2) new 2017 F150 ½ ton 4x2 pickup trucks, and two (2) new 2017 Ford F150 ½ ton Extended Cab 4x4 XIE pickup trucks. The current vehicles have over 150,000 miles and have exceeded their life cycle. To avoid future maintenance cost and down time for these vehicles, replacement is recommended. The purchase of the new vehicles will be replacing Pk-8791, PK-5569, PK-2608, PK-9923 and PK-9511

ANALYSIS: Staff has reviewed the Florida Sheriff's Contract # FSA16-VEL24.0 cost for one (1) new 2017 Ford Escape 4x2 is $18,309.00, two (2) new 2017 Ford F150 ½ ton 4x2 pickup truck is $22,225.00 each, totaling $44,450.00, two (2) new 2017 Ford F150 ½ ton extended cab 4x4 XIE pickup trucks is $27,506.00 each, totaling $55,012.00. The State Contract pricing is for 2016 vehicles. The new vehicles would be a cost avoidance to the City.

FINANCIAL INFORMATION: Funds are available in the General Fund/Parks & Recreation/Vehicles

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, equal to or lower than existing State Contract, Chapter 35.06, participate in the Florida Sheriffs Association & Florida

Association of Counties Contract # FSA16-VEL24.0, to purchase five (5) vehicles from Hub City Ford for a total cost, of $117,771.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote from Hub City Ford and Florida Sheriff Association Vehicle Specifications

*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

DEC 0 7 2016

CITY MANAGER'S OFFICE

Fleet Department
windrow1@windrowfleetsales.com

HUB City Ford

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

11-4-2016
SHERRI HAWES
CITY OF PORT ST LUCIE
772-871-5221
772-871-7337

Shawes@cityofpsl.com

CONTRACT# FSA16-VEL-24

	Emergency Lighting:		Driver Side	Passenger Side
Exterior Vehicle Color	Color: WHITE	Lights:		
Interior Vehicle Color	Color:	Lenses:		

We Appreciate your interest in the 2017/2018 Florida Sheriff's Association of Counties purchasing contract.
Listed below are items we have discussed.

	2017 FORD ESCAPE (U0F) SPEC #28	$17960.00
AK-KF	ADDITIONAL KEY OR KEY FOB	$275.00
50C	HEAVY DUTY RUBBER FLOOR MATS	$74.00
	TOTAL	**$18,309.00**

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

4060 South Ferdon Blvd., Crestview, FL 32536

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #28

2017 Ford Escape (U0F)

The Ford Escape (U0F) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,860.00	$17,860.00	$17,960.00	$18,060.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Escape (U0F)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,860.00	$17,860.00	$17,960.00	$18,060.00

Order Code	Delete Options	All Zones
	Cruise control	NA
	On-Star	NA
	Power windows	NA
	Power door locks	NA
	Satellite radio	NA
	Tilt steering wheel	NA

Order Code	Add Options	All Zones
	Battery, 650-cca or greater	NA
	Bi-fuel model - specify	NA
	CNG model - specify	NA
	CNG conversion (discuss with dealer)	NA
	Engine upgrade - specify	NA
	Factory external engine oil cooler	NA
	LPG conversion (discuss with dealer)	NA
	Limited slip differential	NA
AK-KF [1]	Additional Key(s) or Key Fob(s) when applicable	$275.00 [1]
	AM/FM radio with single CD	Std
50Q [1]	Cargo area cover	$89.00 [1]
5 [1]	5" round dome lamp between sunvisors	$179.00 [1]
UOG-200A [1]	Manufacturer's model upgrade package (specify pkg. bid) *SE PKG* [1]	$3,299.00 [1]
50C [1]	Heavy duty rubber floor mats	$74.00 [1]
924 [1]	Privacy glass, factory installed	$274.00 [1]
	Rear window defogger	Std
	Rear window washer/wiper with intermittent feature	Std
	Remote keyless entry	Std
U0G-200A [1]	Seat trim upgrade - specify *UPGRADE PKG* [1]	Incl. [1]
	Side air protection (may affect cage availability)	Std
TATF [1]	Tremco anti-theft - foot activated, dealer installed	$396.00 [1]
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC [1]	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	NA [1]
942 [1]	Daytime running lights	$44.00 [1]

VEHICLE:	Escape (U0F)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,860.00	$17,860.00	$17,960.00	$18,060.00

	Front license bracket	NA
	Fog lamps *REQ UPGRADE PKG* [1]	Std[1]
	Full size spare tire and rim	NA
	Immobilize daytime running lights	NA
NFT [1]	Nitrogen filled tires including spare tire	$199.00[1]
RSFS [1]	Rainshields - flange style	$144.00[1]
	Running boards	NA
	Tow hooks	NA
	Outside tire carrier	Std
VVSS [1]	Vent visors - stick-on style	$144.00[1]
62S [1]	Optional equipment - specify *FLEET CARGO MANAGEMENT SYSTEM (INTERIOR CARGO COVEER - PERIMETER ALARM - POWER CONVERTER 110V OUTLET - ROOF-RACK SIDE RAILS & ROOF-RAIL CROSSBARS* [1]	$394.00[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH [1]	Labor rate per hour	$96.00[1]
TEMP TAG [1]	Temporary tag	$36.00[1]
TER [1]	Transfer existing registration (must provide tag number)	$100.00[1]
NST [1]	New state tag (specify state, county, city, sheriff, etc.)	$165.00[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 [1]	Warranty - specify *POWERRTRAIN CARE WITH (0) DED* [1]	$1,740.00[1]
6/100 [1]	Warranty - specify *BASE CARE WITH (0) DED* [1]	$2,130.00[1]
6/100 [1]	Warranty - specify *EXTRA CARE WITH (00 DED* [1]	$2,585.00[1]

Fleet Department
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HUB City Ford

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11-28-2016
SHERRI HAWES
CITY OF PORT ST LUCIE
772-871-5221
772-871-7337

Shawes@cityofpsl.com

CONTRACT# FSA16-VEL-24

	Emergency Lighting:		Driver Side	Passenger Side
Exterior Vehicle Color	Color:	Lights:		
Interior Vehicle Color	Color:	Lenses:		

We Appreciate your interest in the 2017/2018 Florida Sheriff's Association of Counties purchasing contract.
Listed below are items we have discussed.

	2017 FORD F-150 (F1C) 4X2 SPEC #49	$18199.00
99P	ENGINE UPGRADE 2.7 V-6 ECOBOOST ENG	$794.00
67T	ELECTRIC BRAKE CONTROLLER	$274.00
85A	POWER WINDOWS/DOOR LOCKS	$969.00
AK-KF	ADDITIONAL KEY	$275.00
96P	BEDLINER	$349.00
53A	HEAVY DUTY TOWING PKG UP TO 5,000 LBS	$596.00
85H	BACKUP ALARM FACTORY INSTALLED	$124.00
76C	BACKUP CAMERA WITH 3.5" LCD FACTORY INSTALLED	$249.00
ATB	ALUMINUM TOOL BOX	$396..00
		$22225.00
	X 2	
	TOTAL	**$44450.00**

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

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Please return quote along with purchase order.

4060 South Ferdon Blvd., Crestview, FL 32536

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON PICKUP TRUCK - 4X2 SPECIFICATION #49

2017 Ford F-150 (F1C)

The Ford F-150 (F1C) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$18,099.00	$18,099.00	$18,199.00	$18,299.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-150 (F1C)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$18,099.00	$18,099.00	$18,199.00	$18,299.00

Order Code	Delete Options	All Zones
	AM/FM stereo radio	NA
	Air conditioning	NA
	Full size spare tire and rim	NA

Order Code	Add Options	All Zones
99P [1]	Engine upgrade - specify *2.7L V-6 ECOBOOST ENG* [1]	$794.00 [1]
99F [1]	Engine upgrade - specify *5.0L V-8 ENG OR 3.5L V-6 ECOBOOST ENG $2894.00* [1]	$1,594.00 [1]
98G [1]	Bi-fuel model - specify *REQ 5.0L V8 ENG GASEOUS PREP ENG* [1]	$314.00 [1]
98G [1]	CNG Model - Specify *REQ 5.0L V-8 ENG GASEOUS PREP ENG* [1]	$314.00 [1]
98G-CNG [1]	CNG Conversion (discuss with dealer) *REQ 5.0L V8 ENG GASEOUS PREP ENG* [1]	$13,996.00 [1]
98G-LPG [1]	LPG Conversion (discuss with dealer) *REQ 5.0L V-8 ENG GASEOUS PREP ENG* [1]	$13,996.00 [1]
	Battery, 650 cca or greater	NA
	Dual batteries	NA
627 [1]	7,700 lbs. GVWR *REQ TRAILER TOW PKG & 5.0L V-8 ENG & 141 W/BASE (7600LBS GVWR)* [1]	$3,889.00 [1]
67T [1]	Electric brake controller *REQ TRAILER TOW PKG* [1]	$274.00 [1]
	Traction control	Std
XL6 [1]	Limited slip differential	$569.00 [1]
300A [1]	Manufacturer's model upgrade package (specify pkg. bid) *XLT PKG* [1]	$5,394.00 [1]
C [1]	Seat trim upgrade - specify	NC [1]
85A [1]	Power windows/door locks	$969.00 [1]
50S [1]	Speed control	$224.00 [1]
	Tilt steering wheel	Std
	Passenger dome lamp	Std
	Bucket seats in lieu of bench seat	NA
168 [1]	Carpet in lieu of rubber floor covering	$144.00 [1]
FM [1]	Floor mats *WEATHER TECK FLOOR MATS* [1]	$396.00 [1]
924 [1]	Deep tinted glass	$99.00 [1]
	Sliding rear window	NA

VEHICLE:	F-150 (F1C)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$18,099.00	$18,099.00	$18,199.00	$18,299.00

58B [1]	AM/FM radio with single CD	$289.00 [1]
	On-Star	NA
58C [1]	Satellite radio	$484.00 [1]
AK-KF [1]	Additional Key(s) or Key Fob(s) when applicable	$275.00 [1]
18B [1]	Cab Steps *18B(BLACK PLATFORM RUNNING BOARDS) 18E (BLACK TUBULAR RUNNING BOARDS)$299.00* [1]	$249.00 [1]
	Side air bags	Std
141 W/BASE [1]	Long bed in lieu of short bed	$299.00 [1]
LH6" SP [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	$696.00 [1]
LH-RH6" SP [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	$896.00 [1]
VVSS [1]	Vent visors - stick-on style	$144.00 [1]
RSFS [1]	Rainshields - flange style	$144.00 [1]
BS [1]	Bug shield	$396.00 [1]
54M-54Y [1]	Trailer tow mirrors	$394.00 [1]
WGG [1]	Wrap-around grille guard	$1,696.00 [1]
ATB [1]	Aluminum tool box	$396.00 [1]
96P [1]	Bedliner	$349.00 [1]
96W [1]	Spray-on bedliner (Rhino, Line-X or approved equivalent)	$494.00 [1]
	Tow hooks	NA
53B [1]	Class IV hitch and ball *INC 2" BALL PIN & CLIP* [1]	$192.00 [1]
8LB-W [1]	8,000 lb. winch with remote	$1,696.00 [1]
53A [1]	Heavy duty towing package up to 5,000 lbs. with appropriate hitch *INC 2" BALL PIN & CLIP* [1]	$596.00 [1]
53A [1]	Heavy duty towing package up to 7,200 lbs. with appropriate hitch *INC 2" BALL PIN & CLIP REQ 3.5L V6 ECOBOOST ENG* [1]	$596.00 [1]
FTC [1]	Fiberglass tonneau cover (painted to match)	$1,696.00 [1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match)	$1,896.00 [1]
942 [1]	Daytime running lights	$44.00 [1]
	Immobilize daytime running lights	NA
NFT [1]	Nitrogen filled tires including spare tire	$199.00 [1]
	Full size spare tire and rim	Std
	Midbox body option	NA
STC [1]	Steel truck cap	$6,996.00 [1]
CSH [1]	Cab shield headache rack (protects back of cab)	$896.00 [1]
PREP [1]	Pipe rack w/expanded metal basket over cab (for pickup bed)	$1,696.00 [1]
	Pipe rack w/expended metal basket over cab (for utility body)	NA
SLRS [1]	Single ladder rack side mounted (specify street or curbside)	$1,296.00 [1]

VEHICLE:	F-150 (F1C)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$18,099.00	$18,099.00	$18,199.00	$18,299.00

153 [1]	Front license bracket	NC[1]
85H [1]	Backup alarm, factory installed	$124.00[1]
BAD [1]	Backup alarm, dealer installed	$124.00[1]
76C [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed	$249.00[1]
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	$696.00[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH [1]	Labor rate per hour	$96.00[1]
TEMP TAG [1]	Temporary tag	$36.00[1]
TER [1]	Transfer existing registration (must provide tag number)	$100.00[1]
NST [1]	New state tag (specify state, county, city, sheriff, etc.)	$165.00[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 [1]	Warranty - specify *POWERTRAIN CARE WITH (0) DED* [1]	$1,740.00[1]
6/100 [1]	Warranty - specify *BASSE CARE WITH (0) DED* [1]	$2,130.00[1]
6/100 [1]	Warranty - specify *EXTRA CARE WITH (0) DED* [1]	$2,585.00[1]

Fleet Department
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HUB City Ford

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11-4-2016
SHERRI HAWES
CITY OF PORT ST LUCIE
772-871-5221
772-871-7337

Shawes@cityofpsl.com

CONTRACT# FSA16-VEL-24

	Emergency Lighting:		Driver Side	Passenger Side
Exterior Vehicle Color	Color:	Lights:		
Interior Vehicle Color	Color:	Lenses:		

We Appreciate your interest in the 2017/2018 Florida Sheriff's Association of Counties purchasing contract.
Listed below are items we have discussed.

	2017 FORD F-150 (X1E) 4X4 SPEC #52	$22699.00
XL6	LIMITED SLIP DIFFERENTIAL	$100.00
99F	ENGINE UPGRADE 5.0 V-8 ENGINE	$1594.00
67T	ELECTRIC BRAKE CONTROLLER	$274.00
AK-FK	ADDITIONAL KEY	$275.00
163	163 WHEEL BASE	1844.00
53A	HEAVY DUTY TOWING PKG	$596.00
85H	BACKUP ALARM, FACTORY INSTALLED	$124.00
		$27,506.00
	TOTAL X 2	**$ 55,012.00**

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #52

2017 Ford F-150 (X1E)

The Ford F-150 (X1E) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$22,599.00	$22,599.00	$22,699.00	$22,799.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

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NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-150 (X1E)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$22,599.00	$22,599.00	$22,699.00	$22,799.00

Order Code	Delete Options	All Zones
	AM/FM stereo radio	NA
	Air conditioning	NA
	Full size spare tire and rim	NA
XL6 [1]	Limited slip differential on 4-wheel drive	$100.00 [1]

Order Code	Add Options	All Zones
99P [1]	Engine upgrade - specify *2.7L V-6 ENG ECOBOOST ENG* [1]	$794.00 [1]
99F [1]	Engine upgrade - specify *5.0L V-8 ENG OR 3.5L V-6 ECOBOOST ENG $2894.00* [1]	$1,594.00 [1]
98G [1]	Bi-fuel model - specify *REQ 5.0L V-8 ENG GASEOUS PREP ENG* [1]	$314.00 [1]
98G [1]	CNG model - specify *REQ 5.0L V-8 ENG GASEOUS PREP ENG* [1]	$314.00 [1]
98G-CMG [1]	CNG conversion (discuss with dealer)	$13,996.00 [1]
98G-LPG [1]	LPG conversion (discuss with dealer)	$13,996.00 [1]
	Battery, 650 cca or greater	NA
	Dual batteries	NA
627 [1]	7,700 lbs. GVWR *REQ 5.L V-8 ENG &TRAILER TOW PKG & 163 W/BASE* [1]	$3,889.00 [1]
67T [1]	Electric brake controller *REQ TRAILER TOW PKG* [1]	$274.00 [1]
	Traction control	Std
300A [1]	Manufacturer's model upgrade package (specify pkg. bid) *XLT PKG* [1]	$4,189.00 [1]
C [1]	Seat trim upgrade - specif	NC [1]
85A [1]	Power windows/door locks	$1,169.00 [1]
50S [1]	Speed control	$224.00 [1]
	Tilt steering wheel	Std
	Passenger dome lamp	Std
W [1]	Bucket seats in lieu of bench seat *CLOTH40/CONSOLE/40FT SEATS* [1]	$294.00 [1]
168 [1]	Carpet in lieu of rubber floor covering	$144.00 [1]
FM [1]	Floor mats *WEATHER TECK FLOOR MATES* [1]	$396.00 [1]
924 [1]	Deep tinted glass	$99.00 [1]
435 [1]	Sliding rear window	$449.00 [1]
58B [1]	AM/FM radio with single CD	$289.00 [1]

VEHICLE:	F-150 (X1E)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$22,599.00	$22,599.00	$22,699.00	$22,799.00

	On-Star	NA
58C [1]	Satellite radio	$484.00 [1]
AK-KF [1]	Additional Key(s) or Key Fob(s) when applicable	$275.00 [1]
	Side air bags	Std
18B [1]	Cab Steps	$249.00 [1]
163 W/BASE [1]	Long bed in lieu of short bed *REQ 5.0L V-8 ENG* [1]	$1,844.00 [1]
LH6 [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	$696.00 [1]
LH-RH6 [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	$896.00 [1]
VVSS [1]	Vent visors - stick-on style	$144.00 [1]
RSFS [1]	Rainshields - flange style	$144.00 [1]
BS [1]	Bug shield	$396.00 [1]
54M-54Y [1]	Trailer tow mirrors	$394.00 [1]
WGG [1]	Wrap-around grille guard	$1,696.00 [1]
ATB [1]	Aluminum tool box	$396.00 [1]
96P [1]	Bedliner	$349.00 [1]
96W [1]	Spray-on bedliner (Rhino, Line-X or approved equivalent)	$494.00 [1]
	Tow hooks	Std
53B [1]	Class IV hitch and ball *INC 2" BALL PIN & CLIP* [1]	$192.00 [1]
8LB-W [1]	8,000 lb. winch with remote	$1,696.00 [1]
53A [1]	Heavy duty towing package up to 5,000 lbs. with appropriate hitch *INC 2" BALL PIN & CLIP* [1]	$596.00 [1]
53A [1]	Heavy duty towing package up to 7,200 lbs. with appropriate hitch *INC 2" BALL PIN & CLIP REQ 3.5L ECOBOOST ENG* [1]	$596.00 [1]
413 [1]	Skid plates	$159.00 [1]
	Shift on the Fly	Std
FTC [1]	Fiberglass tonneau cover (painted to match)	$1,696.00 [1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match)	$1,896.00 [1]
942 [1]	Daytime running lights	$44.00 [1]
	Immobilize daytime running lights	NA
	All terrain tires in lieu of all season tires	Std
NFT [1]	Nitrogen filled tires including spare tire	$199.00 [1]
	Full size spare tire and rim	Std
	Midbox body option	NA
STC [1]	Steel truck cap	$6,996.00 [1]
CSH [1]	Cab shield headache rack (protects back of cab)	$896.00 [1]
PREP [1]	Pipe rack w/expanded metal basket over cab (for pickup bed)	$1,696.00 [1]

VEHICLE:	F-150 (X1E)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$22,599.00	$22,599.00	$22,699.00	$22,799.00

	Pipe rack w/expanded metal basket over cab (for utility body)	NA
SLRS [1]	Single ladder rack side mounted (specify street or curbside)	$1,296.00 [1]
153 [1]	Front license bracket	NC [1]
85H [1]	Backup alarm, factory installed	$124.00 [1]
BAD [1]	Backup alarm, dealer installed	$124.00 [1]
76C [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	$249.00 [1]
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	$696.00 [1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH [1]	Labor rate per hour	$96.00 [1]
NST [1]	New state tag (specify state, county, city, sheriff, etc.)	$165.00 [1]
TER [1]	Transfer existing registration (must provide tag number)	$100.00 [1]
TEMP TAG [1]	Temporary tag	$36.00 [1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 [1]	Warranty - specify *POWERTRAIN CARE WITH (0) DED* [1]	$1,910.00 [1]
6/100 [1]	Warranty - specify *BASE CARE WITH (0) DED* [1]	$2,355.00 [1]
6/100 [1]	Warranty - specify *EXTRA CARE WITH (0) DED* [1]	$2,850.00 [1]

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7Q
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: James Angstadt, Director of Public Works
Cheryl Shanaberger, Director-Procurement Management Dept.
Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170029 – Purchase Four (4) new 2017 Ford F-250 3/4 ton Extended Cab Pickup Truck 4x4

Submittal Date: 12/20/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 1, Financially Sound City, High Performance City Organizations, "Maintain high customer satisfaction with City Services".

BACKGROUND: The Public Works Department is in need of purchasing Four (4) new 2017 Ford F-250 3/4 Ton Extended Cab Pickup Truck 4x4. The current vehicles have over 150,000 miles and have exceeded their life cycle. To avoid future maintenance cost and down time for these vehicles, replacement is recommended. The purchase of the new vehicles will be replacing PW-5915 & PW-3807 in the Traffic Operations Division and PW-0049 & PW-6522 Drainage Division.

ANALYSIS: Staff has reviewed the Florida Sheriff's Contract # FSA16-VEL24.0 cost for four (4) new 2017 Ford F250 3/4 ton extended cab pickup truck 4X4 totaling $140,976.00. The State Contract pricing is for 2016 vehicles.

FINANCIAL INFORMATION: Funds are available in the Public Works /Road & Bridge CIP/ Traffic Control and Improvement/ Vehicles and Stormwater/ Street & Drainage/Vehicles.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, Chapter 35.04 (c), Good cause show, participate in the Florida Sheriffs Association & Florida Association of

Counties Contract # FSA16-VEL24.0, to purchase four (4) vehicles from Duval Ford for a total amount $ 140,976.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote from Duval Ford and Florida Sheriff Association Vehicle Specifications #58.

*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
DEC 2 0 2016
CITY MANAGER'S OFFICE

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Ford F-250 SD (X2B)

The Ford F-250 SD (X2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

Order Code	Delete Options	All Zones
SWB [1]	6' cargo box in lieu of 8'	NC[1]
58Y [1]	AM/FM stereo radio *Na with model upgrade* [1]	$20.00[1]
M57 [1]	Air conditioning	$300.00[1]
66D [1]	Cargo box and rear bumper *PICKUP BOX DELETE (66D) (Included with Body Options) Optional XL and XLT Pickups,Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Not available with: 20" Wheels and Tires, FX4 Off-Road Package (17X) Deletes: Pickup Box and Tie-down hooks,Tailgate, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp* [1]	$100.00[1]
51X [1]	Full size spare tire and rim	$50.00[1]
DX3E [1]	Limited slip differential on 4-wheel drive	$50.00[1]

Order Code	Add Options	All Zones
99T [1]	Engine upgrade - specify *6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140)* [1]	$8,594.00[1]
98R [1]	Engine upgrade - specify *Operator Commanded Regeneration with Active regeneration Inhibit (req. 99T). The DPF requires periodic maintenance, called regeneration, for proper diesel emissions control. The vehicle will automatically initiate this maintenance process with a Passive or Active Regeneration depending on the operational use and how much it is driven at speeds above 30 mph. The vehicle may be equipped with Operator Commanded Regeneration (OCR) designed for applications where the vehicle is rarely, if ever, driven above 15-20 mph.* [1]	$249.00[1]
98F [1]	Bi-fuel model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
98F [1]	CNG model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
CNG [1]	CNG conversion (discuss with dealer) ** REQUIRES 6.2L V8 Engine, AND 98F; includes freight transfer * SULEV Systems. OBD - II Compliant CARB & EPA Certified,Dedicated and Bi-Fuel Systems Available , In-Bed and Underbody Packages Available, Standard CNG Systems 24 GGE* [1]	$11,850.00[1]
LPG [1]	LPG conversion (discuss with dealer) *Roush clean tech Under Bed Tank 21 gal gge. Includes additional transportation. Must add 98F & 31p-D9E Ford Ship through at $132* [1]	$11,850.00[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

86M [1]	Battery, auxiliary HD *Dual Batteries (78 Amp.) on 6.2L Gas. FOR optional battery mounted in service body compartment use $596 which includes proper battery cabling and battery box* [1]	$209.00 [1]
	Increase to 9,900 lbs. GVWR *10000 GVWR* [1]	Std [1]
52B [1]	Electric brake controller *Trailer Brake Controller (TBC) (Verified to be compatible w/select Electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector) Included in model upgrade package XLT.* [1]	$269.00 [1]
	Traction control *AdvanceTrac® with RSC® (Roll Stability Control™)* [1]	Std [1]
X2B.603A [1]	Manufacturer's model upgrade package (specify pkg. bid) *All XL content, plus: BoxLink (includes four (4) premium locking cleats) Bumper – front & rear, chrome, Grille two bar, bright chrome Wheels, 4.2" LCD Productivity Screen in Cluster, Floor covering – color-coordinated, full carpet, Floor mats carpet, Power Equipment, power tailgate lock* Front, high-series cloth 40/20/40 split bench under-seat storage, w/center armrest,cupholder and storage driver and passenger w/covered mirrors* Windows – rear, fixed privacy glass* Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals, Rear View Camera, Remote keyless entry and Perimeter, anti-theft alarm, Cruise control (steering wheel-mounted), SYNC,4.2" LCD Center screen,AppLink, USB port *AM/FM Single-CD/MP3 SiriusXM®, Trailer Brake Controller (incl. Smart Trailer Tow Connector)* [1]	$4,400.00 [1]
LS [1]	Seat trim upgrade - specify *Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only)* [1]	$354.00 [1]
90L [1]	Power windows/door locks *Available on XL; standard on XLT. Not available with: Air conditioning delete (M57-572) Includes: Accessory delay Manual-telescoping, manual-folding trailer tow mirrors with power/heated glass, heated convex spotter mirrors, integrated clearance lamps/turn signals (XL and XLT only) MyKey Perimeter alarm Power front windows with one-touch-up/-down, Power locks, Remote Keyless SecuriLock PATS. Deletes: Passenger-side lock cylinder.* [1]	$914.00 [1]
525 [1]	Speed control/tilt steering wheel *Tilt wheel is Standard. Speed control included with model upgrade package and 96v/ OR 17s* [1]	$234.00 [1]
4S [1]	Bucket seats in lieu of bench seat *Cloth 40/Mini-Console/40, manual lumbar (driver's side only)* [1]	$614.00 [1]
AS [1]	40/20/40 seat in vinyl *HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)* [1]	Std [1]
1S [1]	40/20/40 seat in cloth *Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only). With upgrade package (3S) Included: Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)* [1]	$99.00 [1]
16F [1]	Carpet in lieu of rubber floor covering *Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. ADD $1179: STX APPEARANCE PACKAGE (17S)Availability: Optional on XL Not available with: XL Value Package (96V) Includes: AM/FM Stereo Single-CD/MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab Bright Chrome Grille, Bright Hub Covers (SRW only), Chrome Front and Rear Step Bumpers, Cruise Control (steering wheel-mounted), STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)* [1]	$59.00 [1]
16S [1]	Floor mats *All Weather Mats, requires upgrade package. Carpet mats included in upgrade packages. For Weathertech floor liners use $339* [1]	$89.00 [1]
TINT [1]	Deep tinted glass *(924) Rear privacy glass included with model upgrade and (435) option. Option is for dealer installed privacy tint.* [1]	$345.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

435 [1]	Sliding rear window *Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L Power Equipment Group; 924 Privacy Glass is standard on XLT; includes Driver/Passenger sun visors w/illuminated vanity covered mirrors)* [1]	$404.00 [1]
585 [1]	AM/FM radio with single CD *AM/FM Stereo Single-CD/MP3 Player (includes aux audio input jack)* [1]	$274.00 [1]
	On-Star	NA
39S [1]	Satellite radio *Req. 91M SYNC® at $364 (add CD Radio 585 for $274 as required by sync) Included in XLT model vehicle.* [1]	$184.00 [1]
3K [1]	Additional Key(s) or Key Fob(s) when applicable *Extra ignition/ door Key per vehicle by Key Code. Additional Remote available where applicable for an additional $200. Use $340 when ordering extra key and 90L or XLT model.* [1]	$140.00 [1]
	Side air bags	Std
18B [1]	Cab steps *Black Platform Running Boards.* [1]	$369.00 [1]
LSL [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$495.00 [1]
2SL [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$796.00 [1]
VV [1]	Vent visors - stick-on style	$175.00 [1]
RS [1]	Rainshields - flange style	$175.00 [1]
BS [1]	Bug shield	$175.00 [1]
	Trailer tow mirrors *Manual Tow mirrors std. (54k) Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals) included wth 90L* [1]	Std [1]
WGG [1]	Wrap-around grille guard *Full Wrap around Grill Guard, Sterling or Warn brand. Includes winch plate. Requires 67h HD service suspension package at $124: Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).* [1]	$1,296.00 [1]
62X [1]	Heavy duty aluminum tool box *Factory toolbox requires upgrade package XLT. NA with XL Base Vehicle. Aluminum toolbox, Single Lid locking; Delta, American, or Equal is available on all series; dealer installed $395* [1]	$529.00 [1]
85L [1]	Bedliner *Plastic Drop in liner* [1]	$349.00 [1]
85S [1]	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) *For Linex Brand HD Bed liner, use $575, Code LINX* [1]	$494.00 [1]
41P [1]	Skid plates *Skid Plates, Transfer Case & Fuel Tank* [1]	$99.00 [1]
213 [1]	Shift on the fly *Electronic-Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console)* [1]	$184.00 [1]
TCD [1]	All terrain tread tires *LT265 OWL AT 17 , LT245/75Rx17E BSW A/T (TBM $ 164). ADD $200 for remount OWL to Black side wall facing out.* [1]	$454.00 [1]
N2 [1]	Nitrogen filled tires including spare tire	$245.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

SpaceKap [1]	Steel truck cap *SpaceKap - 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,435. Add Service Pkg for $2,885.* [1]	$8,990.00[1]
	Tow hooks	Std
LG12 [1]	1,200 lb. lift gate *Thieman or Tommy Gate for Pickup bed or Service Body* [1]	$2,996.00[1]
8KW [1]	8,000 lb. winch with remote *Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings* [1]	$1,285.00[1]
HD TOW [1]	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. *Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add $245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.* [1]	$725.00[1]
LINX SB [1]	Spray-on bedliner for utility body *For rear bumper add $100. For Drop down doors both sides add $175. HD LINEX Brand.* [1]	$855.00[1]
RSB C2 [1]	Knapheide, Reading or approved equivalent utility body - specify *Reading Classic II: See (31b) Reading ship through. Flip top lids add $900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.* [1]	$5,875.00[1]
KSB 696J [1]	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add $800, master locks add $500, cabinet lights $500,power locks $850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit*[1]	$5,500.00[1]
RSB SL [1]	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add $900. Includes 66d bed credit.* [1]	$5,350.00[1]
PC [1]	Powder coating for utility body *Reading Brand only* [1]	NC[1]
FTC [1]	Fiberglass tonneau cover (painted to match) *May substitute Retrax bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty* [1]	$1,495.00[1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match) *A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.* [1]	$1,715.00[1]
942 [1]	Daytime running lights *Permanent Daytime Running Lamps (942) replace the standard Daytime Running Lamps (DRL - On/Off Cluster Controllable)* [1]	$44.00[1]
DRL [1]	Immobilize daytime running lights *(On/Off Cluster Controllable)* [1]	Std[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

CS [1]	Cab shield headache rack (protects back of cab) *Solid Steel Bulkhead with Mesh Window. Use $450 when taking credit for stake front. For lighting plates add $225* [1]	$545.00 [1]
PRPU [1]	Pipe rack w/expanded metal basket over cab (for pickup bed) *Customizable options available* [1]	$1,790.00 [1]
PRSB [1]	Pipe rack w/expended metal basket over cab (for utility body) *Customizable options available* [1]	$1,846.00 [1]
SLR [1]	Single ladder rack side mounted (specify street or curbside) *Single Side* [1]	$796.00 [1]
	Front license bracket *Dealer Installed: $100* [1]	Std [1]
76C [1]	Backup alarm, factory installed *Exterior Back up Chime* [1]	$139.00 [1]
BUA [1]	Backup alarm, dealer installed *Whelen, or Ecco Brand* [1]	$139.00 [1]
871 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed *Rear View Camera (Electrochromic Mirror w/video display on XL; XL with 96V Value Package, XLT and Lariat display in center stack Screen; NA w/66D Pick Up Box Delete or 557 Airbag Delete) FOR (873): $199 Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D); req. 96V Value Pkg. or 585 AM/FM Stereo Single/CD for Fleet on XL)* [1]	$369.00 [1]
872 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Rear Camera and Final assembly by dealer. Screen in Mirror (872) Add two hours labor.* [1]	$414.00 [1]
LapTop [1]	Optional equipment - specify *HaVis Premium PKG-PSM-242 package includes a heavy-duty vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm. The heavy-duty vehicle specific mounting base mounts to existing OEM seat bolts for easy installation (C-HDM-142) Heavy-duty height adjustable poles bolt to the vehicle specific base, precision machined parts eliminate metal-to-metal contact and allow for smooth movement during height adjustment. (C-HDM-202) Swing arms with motion adapters are ideal for computer usage from both the driver and front passenger seats. (C-MD-102) Side support arms add upper pole support for premium top level stability. (C-HDM-401)* [1]	$680.00 [1]
SafeT [1]	Optional equipment - specify *First Aid, Fire Extinguisher and DOT LED rechargeable warning lights. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) $229 (59H*)* [1]	$525.00 [1]
31v,31B [1]	Optional equipment - specify *Second Stage Manufacturer ship through for Reading (31b) at $543 and Knapheide (31v) at $260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer.* [1]	~~$543.00~~ [1] $260.00
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00 [1]
Discount [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICKUP IS $3675. Chassis Cab & Cutaway vehicles use $2230. DIESEL Chassis Cab & Cutaway vehicles use $3525 ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $3715. Chassis Cab & Cutaway vehicles use $2280. DIESEL Chassis Cab & Cutaway vehicles use $3580. ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $4320. GAS Chassis Cab & Cutaway vehicles use $2845. For DIESEL Chassis Cab & Cutaway vehicles use $4515. ADD $500 FOR Police, Emergency and Fire Use* [1]	$2,400.00[1]
GB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile, 3000 hr. Chassis GAS BaseCare "Ford Protect" at zero deductible use $2640. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible use $3225. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]
GE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS ExtraCare "Ford Protect" at zero deductible use $2945. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible use $3655. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS PremiumCare "Ford Protect" at zero deductible use $3415. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible use $4235. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]
GB575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL BaseCare "Ford Protect" at zero deductible is $2925. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible is $3950. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

GE575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL ExtraCare "Ford Protect" at zero deductible is $3210. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible is $4525. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL PremiumCare "Ford Protect" at zero deductible is $3740. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible is $5320. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]

Federal Signal - SpectraLux Low Profile Part# - SIFZS-XXXXXXX	Federal Signal - SpectraLux ILS Low profile split front including driver and passenger side. Specify vehicle type.	$702	4
Federal Signal - MicroPulse Ultra Part# MPS620U-XX	Federal Signal - MicroPulse 6 and side marker mount for Chevy Caprice	$89	4
Federal Signal 2 head corner strobe kit. Part # 416200-XX	Corner LED Kit – Two Head Signal LED Kit (LDHF311 Includes 2 Spherical heads in 10' or 30' lengths with inline flasher; Nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$135	2
Federal Signal 4 head corner strobe kit. Part # 416400-XX	Corner LED Kit – Four Head Signal LED Kit (LDHF311. Includes 4 spherical heads in 10' or 30' lenghts with inline flasher, nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$328	4
SoundOff Compass Fender Light	Side Fender Lights for Ford PI sedan or Chevy Caprice, housing fits oem openening on side fender lights, can be purchased with GHOST or INTERSECTOR lighthead.	$328	4
ELUC2S010x (ea) kit price to inclu	Corner LED Kits – Soundoff Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$267	4
W-VERTEX	Corner LED Kits – (4) Whelen Vertex Series Hemispherical LED Light Head, choice of colors, red, blue, amber, white or combination - please specify colors. For surface mount where applicable add $50	$246 +50 $296.00	4 x135.00 $540.00

Comment Section:

For lighting prep time, please included one half hour x labor rate within representative specification. One half hour per vehicle.

A La Carte EXTRAS:

Underbody LEDs			
HG2 RUNNER 72	HG2 Emergency Lighting 72" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 68	HG2 Emergency Lighting 68" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 60	HG2 Emergency Lighting 60" 2 Piece Side Runner Lighting	$526	3
HG2 RUNNER 48	HG2 Emergency Lighting 48" 2 Piece Side Runner Lighting	$491	3
HG2 FRAME	HG2 Emergency Lighting Crossfire License Plate Frame	$350	1
ENL148-L/R	SoundOff - Pair of 48" single color undercarriage / rocker panel lights	$495	3.00
ENL160-L/R	SoundOff - Pair of 60" single color undercarriage / rocker panel lights	$715	3.00
FN-8816	Feniex - Pair of 64" single color undercarriage / rocker panel lights	$737	3.00
FN-8816D	Feniex - Pair of 64" dual color undercarriage / rocker panel lights	$1,045	3.00
TCRHS5	Whelen - Pair of 50" single color undercarriage / rocker panel lights (for sedans and SUVs)	$1,424	3.00
TCRHS6	Whelen - Pair of 60" single color undercarriage / rocker panel lights (for trucks)	$1,705	3.00
TCRHD5	Whelen - Pair of 50" dual color undercarriage / rocker panel lights (for sedans and SUVs)	$1,738	3.00
TCRHD6	Whelen - Pair of 60" dual color undercarriage / rocker panel lights (for trucks)	$2,090	3.00
TCRHT5	Whelen - Pair of 50" trio color undercarriage / rocker panel lights (for sedans and SUVs)	$2,068	3.00
TCRHT6	Whelen - Pair of 60" trio color undercarriage / rocker panel lights (for trucks)	$2,475	3.00

Radio Antennae Packages (includes coax cable, adapter, and antenna)

DUVAL MOTOR COMPANY DBA DUVAL FORD LLC

WWW.DUVALFORD.COM

Pricing Sheet for Emergency Vehicle Lighting

Bid FSA16-VEL24.0 & FSA16-VEH 14.0

See individual Specification for Labor rate. Labor Rate x Labor Hours equals total Installation

Order Code	Add Options	Price	Labor Hrs.
Duval Ford guarantees the lowest price per final built vehicle. Send us any currrent contract quote for our competitive pricing guarantee! Duval Ford only uses certified UL, GXL, SXL wire and heat rated loom and connectors. Duval Ford absorbs this additonal cost to guarantee a quality install. 904-387-6541			
Premium Lightbar Package:			
FPLB - LED	Federal Signal (Model LGD45)	$1,733	7
FPLB _LED	Federal Signal (Model INTG44)	$2,805	7
SOPLB – LED DUAL COLOR	SoundOff Signal (Model ENFLB-SILVER)	$2,247	7
SOPLB – LED-TRI COLOR	SoundOff Signal (Model ENFLB-GOLD)	$2,758	7
STPLB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,625	7
STPLB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,839	7
WPLB – LED 1 TIER	Whelen (Model S8FSA1)	$1,921	7
WPLB – LED 2 TIER	Whelen (Model F8FSA1)	$2,563	7
WPLB – LED 3 TIER	Whelen (Model IG381FSA)	$3,438	7
Medium Lightbar Package:			
FMLB – LED	Federal Signal (Model LPX45Z)	$1,337	7
SOMLB – LED	SoundOff Signal (Model ENFLB- Bronze)	$1,738	7
STMLB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,551	7
STMLB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,735	7
WMLB – LED	Whelen (Model J8FSA1)	$1,562	7
Economic Lightbar Package:			
FELB – LED	Federal Signal (Model LPX45D)	$1,315	7
SOELB – LED	SoundOff Signal (Model EMG2000)	$1,525	7
STELB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,408	7
STELB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,619	7
WELB – LED	Whelen (Model F914G4)	$1,408	7
Premium Unmarked Patrol Package:			
FPUMP – LED	Federal Signal: Deluxe Unmarked Patrol Package	$2,189	7
HG2PUMP-LED	HG2 - Emergency Lighting: Premium Unmarked Patrol Package	$3,299	7
SOPUMP – LED	SoundOff Signal: Deluxe Unmarked Patrol Package	$2,074	7
STPUMP-LED	STAR Emergency Lighting Deluxe unmarked patrol package	$2,021	7
WPUMP – LED	Whelen: Deluxe Unmarked Patrol Package	$2,189	7
Economic Unmarked Patrol Package:			
FEUMP – LED	Federal Signal: Basic LED Unmarked Patrol Package	$1,221	7
HG2EUMP - LED	HG2 - Emergency Lighting: Economic Unmarked Patrol Package	$2,529	7
SOEUMP – LED	SoundOff Signal: Basic LED Unmarked Patrol Package	$1,278	7
STEUMP-LED	STAR Emergency Lighting Economy unmarked patrol package	$1,546	7
WEUMP – LED	Whelen: Basic All LED Unmarked Patrol Package	$1,282	7
Administrative Vehicle Package:			
FAVP	Federal Signal: Administrative Vehicle Package	$1,029	7
HG2AVP	HG2 Emergency Lighting: Administrative Unmarked Patrol Package	$1,869	7
SOAVP	SoundOff Signal: Administrative Vehicle Package	$1,278	7

STAVP-LED	STAR Emergency Lighting Administrative Vehicle Package	$1,184	7
WAVP	Whelen: Administrative Vehicle Package	$1,232	7
A La Carte Lights:			
CENCOM	Whelen Cencom - upgrade from 295slsa6, deluxe siren, microprocessor controlled	$281	2
WHELEN UP TA DUO	Whelen - upgrade WPLB 1 tier Premium Lightbar with DUO Color Traffic Advisor	$336	0
WHELEN UP FULLDUO	Whelen - upgrade WPLB 1 tier Premium Lightbar with Full DUO Color lightheads	$699	0
WHELEN UP FULL TRIO	Whelen - upgrade WPLB 1 tier Premium Lightbar with Full Trio Color lightheads	$1,517	0
WHELEN UP MED.DUO	Whelen - upgrade WMLB Medium Lightbar with DUO Color Traffic Advisor	$105	0
WHELEN UP ECO. DUO	Whelen - upgrade WELB Economy Lightbar with DUO Color Traffic Advisor	$105	0
WHELEN UP FOOT	Whelen - upgrade any Whelen Lightbar to fully adjustable mounting foot	$198	0
WHELEN UP DUO FRONT	Whelen - upgrade WPLB 1 tier Premium Lightbar with Front DUO Color lightheads	$336	0
Federal Signal - SpectraLux Viper	Federal Signal - Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	$211	3
W-RDL	Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	$219	2
L - SPOT	Left-hand pillar mounted 6" spotlight with clear halogen bulb	$215	2
LR - SPOT	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb	$438	3
Federal Signal - IMPAXX-IPX3 (2)	Federal Signal - LED, GEN 3 minimum, grille lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal or approved equivalent)	$101	3
Federal Signal - MicroPulse Ultra	Federal Signal- LED, GEN 3 minimum, rear view mirror flashing lights - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$44	3
Federal Signal - UltraStar Strobe B	Federal Signal - Roof-mount amber strobe beacon (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$109	2
Federal Signal - UltraStar LED Bea	Federal Signal - Roof-Mount Amber LED strobe beacon (Whelen, D&R Electronics or approved equivalent)	$130	2
Federal Signal - IMPAXX-IPX3 (2)	Federal Signal -LED, GEN 3 minimum, trunk lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$101	2
Federal Signal - Latitude Part# - S	Federal Signal - Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	$259	2
Federal Signal - ES100 and bracke	Federal Signal - 100-Watt, Compact Cast Siren Speaker with U-Bracket	$164	1
Federal Signal - SmartSiren Platin	Federal Signal Smart Siren - upgrade, deluxe siren, microprocessor controlled; w/RMK (ext. cable) and MNCT-SB (microphone) included	$648	0
W-GL	LED, GEN 3 minimum, grille lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal or approved equivalent)	$163	3

W-RML	LED, GEN 3 minimum, rear view mirror flashing lights - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$219	2
W-RBS	Roof-mount amber strobe beacon (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$66	2
W-RBL	Roof-Mount Amber LED strobe beacon (Whelen, D&R Electronics or approved equivalent)	$127	2
W-TLL	LED, GEN 3 minimum, trunk lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$163	2
INCLUDED WITH WHELEN LIGHT	LED, GEN 3 minimum, integral directional arrow activated in lightbar (with controller if required) - LED lights may be blue, red, amber or any combination - specify color. Requires purchase of lightbar.	$0	2
TRAFFIC ADVISOR	Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	$374	2
ETSSL100-L	100-Watt, Compact Cast Siren Speaker with U-Bracket	$141	1
ETSA481CSP	SoundOff Signal ETSA481CSP - deluxe siren	$329	2
ETSA482RSP	SoundOff Signal ETSA482RSP- upgrade, 200 watt dual tone remote siren with lighting and arrow controls	$463	2
W-UGCC	Whelen Cencom - upgrade, deluxe siren, microprocessor controlled	$281	2
FLHP-XXX	Federal Signal - Headlight flashers, solid state	$47	1
W-UHF2150	Whelen - Headlight flashers, solid state	$32	1
ETFBSSN-P	SoundOff Signal – Tail light flashers	$42	1
SOUNDOFF ENT2B3x	Soundoff Signal - Intersector LED undermirror Light	$130	4
SOUNDOFF EPL8000	SoundOff Signal – EPL8000 Full Featured Interior Lightbar Eight 6-LED modules. with optional Two 6-LED Flashing Take-Downs Meets SAE specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	$834	5
FEDSIG PB	Federal Signal - Push Bumber - Ford Police Interceptor Utility including top channel.	$270	3
WHELEN HOWLER	Whelen Low Frequency Supplemental Siren, with Vehicle Mounting Bracket, available for: Ford Sedan and SUV Interceptor, Expedition, F250/F350, E-Series Van, Taurus and Explorer, Chevy Impala, Caprice, Tahoe, Suburban, Express, Silverado, Dodge Charger, and 4500	$435	2
SIGNAL D44	Signal D-44 Cyclone 100 Watt Speaker - Patent Pending Cyclonic Expansion chambers, rugged glass filled nylon housing	$142	1
CNSM4F-2647802	Federal Signal LED warning light with SignalMaster directional capability, multi-color capability, and full flood capability. 4 head front model.	$400	2
SIGNAL 9016	Signal 9016 LED Series StarBeam M-Tech LED Mini-Bar 20 flash patterns, and mounting kit. Please specify color(s).	$274	2
SIGNAL DL15	Interior Mount LED Light 12 LED Array, Gen 3 LED, Cig Plug w/ lighted on/off switch, flash pattern select button, 30 flash patterns, and mounting kit (Signal Vehicle Products DL15-12 or equivalent). Please specify color(s).	$240	2

SIGNAL LCS8	Combination 200 Watt Siren and 8 function light control panel including traffic director, dual color lighted keypad, 4 position progressive slide switch, LED speaker diagnostics, PA with noise canceling microphone (Signal Vehicle Products LCS 800 or equivalent).	$435	2
SIGNAL SPLIT PHANTOM	Low Profile Split Interior Front Mount LED Lightbar, 1" High Profile, No Drill Mounting with Vehicle Specific Mounting Kits (included), 35 flash patterns with pattern select button, Cig Plug w/ lighted on/off switch (Signal Vehicle Products "Split Phantom" ULB24 or equivalent) Please specify color(s).	$497	4
SIGNAL ULB44	Low Profile Interior Front Mount LED Lightbar, 1" High Profile, No Drill Mounting with Vehicle Specific Mounting Kits (included), 35 flash patterns with pattern select button, Red Map Light, Cig Plug w/ lighted on/off switch (Signal Vehicle Products "Phantom" ULB44 or equivalent). Please specify color(s).	$369	3
WHELEN I8	Whelen Full Featured Interior Lightbar Eight 3-LED Lamps, Upper Front Unit Mounted in a Rugged Housing That Fits Snugly Against the Front Window of the Vehicle, Two Piece, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs (one in each housing) Meets SAE and California Title XIII specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	$692	3
WHELEN UP 6	Upgrade Whelen Interior Lightbar to Eight 6-LED Lamps	$451	0
Federal Signal - MicroPulse Wide Angle and bracket. Part # MPSW9-X and MPSMW9-1	Federal Signal - MicroPulse Wide Angle Light. Product utilizes 9 LEDs providing 180 degree light source. Available in red, blue, white, and amber.	$125	3
Federal Signal - IMPAXX - IPX6 Part # IPX620B-XX	Federal Signal - LED warning light, dual color, with 12 LEDs per light head. Amber, blue, red, white, and green LEDs available.	$89	2
Federal Signal - SpectraLux ILS Part # SILSS-XXXXXXX	Federal Signal - SpectraLux ILS. Front split headliner. Ideal for slick-top applications. Red and blue with white flood feature.	$702	3
STSB4020	STAR 6 pos switch box. US Made	$98	2
STSB4040	STAR switch box w progressive slide feature	$121	2
STLCS850	STAR 200 Watt command center control Lights/siren/PA. US Made.	$534	2
STULB9LDC	STAR Mini Phantom. Dual Color LED Lineum Technology. All color combos. All white takedowns	$161	3
STULB28	STAR Phantom interior bar Lineum Technology. Thin profile. Dual color. 31 flash patterns.	$549	3
STULB38	STAR LED Gen 6 Lineum Technology Dual color traffic director undercover rear window bar	$329	3
STDLITE-2	STAR Micro LED Gen 6 Ultra low profile 3/8" thick. All color combos. 2 lights/2brackets	$154	3
STD-44-16	STAR Cyclone Speaker plus bracket. Rear facing driver. 100 watts. Patented. US Made	$138	3
STDLX6-2	STAR 6 LED high Intensity Gen 4. 25 patterns. 2 lights/2 brackets. All colors. US Made.	$150	3
Corner Strobe Kits:			
Federal Signal -Part #s SL4FXX,SL6FXX, SL8FXX	Federal Signal - Latitude Series warning light with Solaris 4,6, and 8 head models 3 LEDs per position, 10 flash patterns, 5 year warranty	$293	4

Federal Signal - SpectraLux Low Profile Part# - SIFZS-XXXXXXX	Federal Signal - SpectraLux ILS Low profile split front including driver and passenger side. Specify vehicle type.	$702	4
Federal Signal - MicroPulse Ultra Part# MPS620U-XX	Federal Signal - MicroPulse 6 and side marker mount for Chevy Caprice	$89	4
Federal Signal 2 head corner strobe kit. Part # 416200-XX	Corner LED Kit – Two Head Signal LED Kit (LDHF311 Includes 2 Spherical heads in 10' or 30' lengths with inline flasher; Nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$135	2
Federal Signal 4 head corner strobe kit. Part # 416400-XX	Corner LED Kit – Four Head Signal LED Kit (LDHF311. Includes 4 spherical heads in 10' or 30' lenghts with inline flasher, nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$328	4
SoundOff Compass Fender Light	Side Fender Lights for Ford PI sedan or Chevy Caprice, housing fits oem openening on side fender lights, can be purchased with GHOST or INTERSECTOR lighthead.	$328	4
ELUC2S010x (ea) kit price to inclu	Corner LED Kits – Soundoff Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$267	4
W-VERTEX	Corner LED Kits – (4) Whelen Vertex Series Hemispherical LED Light Head, choice of colors, red, blue, amber, white or combination - please specify colors. For surface mount where applicable add $50	$246.50 $296.00	4 x 135 $540.00

Comment Section:

For lighting prep time, please included one half hour x labor rate within representative specification. One half hour per vehicle.

A La Carte EXTRAS:

Underbody LEDs			
HG2 RUNNER 72	HG2 Emergency Lighting 72" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 68	HG2 Emergency Lighting 68" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 60	HG2 Emergency Lighting 60" 2 Piece Side Runner Lighting	$526	3
HG2 RUNNER 48	HG2 Emergency Lighting 48" 2 Piece Side Runner Lighting	$491	3
HG2 FRAME	HG2 Emergency Lighting Crossfire License Plate Frame	$350	1
ENL148-L/R	SoundOff - Pair of 48" single color undercarriage / rocker panel lights	$495	3.00
ENL160-L/R	SoundOff - Pair of 60" single color undercarriage / rocker panel lights	$715	3.00
FN-8816	Feniex - Pair of 64" single color undercarriage / rocker panel lights	$737	3.00
FN-8816D	Feniex - Pair of 64" dual color undercarriage / rocker panel lights	$1,045	3.00
TCRHS5	Whelen - Pair of 50" single color undercarriage / rocker panel lights (for sedans and SUVs)	$1,424	3.00
TCRHS6	Whelen - Pair of 60" single color undercarriage / rocker panel lights (for trucks)	$1,705	3.00
TCRHD5	Whelen - Pair of 50" dual color undercarriage / rocker panel lights (for sedans and SUVs)	$1,738	3.00
TCRHD6	Whelen - Pair of 60" dual color undercarriage / rocker panel lights (for trucks)	$2,090	3.00
TCRHT5	Whelen - Pair of 50" trio color undercarriage / rocker panel lights (for sedans and SUVs)	$2,068	3.00
TCRHT6	Whelen - Pair of 60" trio color undercarriage / rocker panel lights (for trucks)	$2,475	3.00

Radio Antennae Packages (includes coax cable, adapter, and antenna)

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Ford F-250 SD (X2B)

The Ford F-250 SD (X2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

Order Code	Delete Options	All Zones
SWB [1]	6' cargo box in lieu of 8'	NC[1]
58Y [1]	AM/FM stereo radio *Na with model upgrade* [1]	$20.00[1]
M57 [1]	Air conditioning	$300.00[1]
66D [1]	Cargo box and rear bumper *PICKUP BOX DELETE (66D) (Included with Body Options) Optional XL and XLT Pickups.Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Not available with: 20" Wheels and Tires, FX4 Off-Road Package (17X) Deletes: Pickup Box and Tie-down hooks,Tailgate, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp* [1]	$100.00[1]
51X [1]	Full size spare tire and rim	$50.00[1]
DX3E [1]	Limited slip differential on 4-wheel drive	$50.00[1]

Order Code	Add Options	All Zones
99T [1]	Engine upgrade - specify *6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140)* [1]	$8,594.00[1]
98R [1]	Engine upgrade - specify *Operator Commanded Regeneration with Active regeneration Inhibit (req. 99T). The DPF requires periodic maintenance, called regeneration, for proper diesel emissions control. The vehicle will automatically initiate this maintenance process with a Passive or Active Regeneration depending on the operational use and how much it is driven at speeds above 30 mph. The vehicle may be equipped with Operator Commanded Regeneration (OCR) designed for applications where the vehicle is rarely, if ever, driven above 15–20 mph.* [1]	$249.00[1]
98F [1]	Bi-fuel model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
98F [1]	CNG model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
CNG [1]	CNG conversion (discuss with dealer) ** REQUIRES 6.2L V8 Engine, AND 98F; includes freight transfer * SULEV Systems, OBD - II Compliant CARB & EPA Certified,Dedicated and Bi-Fuel Systems Available , In-Bed and Underbody Packages Available, Standard CNG Systems 24 GGE* [1]	$11,850.00[1]
LPG [1]	LPG conversion (discuss with dealer) *Roush clean tech Under Bed Tank 21 gal gge. Includes additional transportation. Must add 98F & 31p-D9E Ford Ship through at $132* [1]	$11,850.00[1]

VEHICLE:	F-250 SD (X2B)			
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BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

86M [1]	Battery, auxiliary HD *Dual Batteries (78 Amp.) on 6.2L Gas. FOR optional battery mounted in service body compartment use $596 which includes proper battery cabling and battery box* [1]	$209.00 [1]
	Increase to 9,900 lbs. GVWR *10000 GVWR* [1]	Std [1]
52B [1]	Electric brake controller *~~Trailer Brake Controller (TBC)~~ (Verified to be compatible w/select Electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector) Included in model upgrade package XLT.* [1]	$269.00 [1]
	Traction control *AdvanceTrac® with RSC® (Roll Stability Control™)* [1]	Std [1]
X2B.603A [1]	Manufacturer's model upgrade package (specify pkg. bid) *All XL content, plus: BoxLink (includes four (4) premium locking cleats) Bumper – front & rear, chrome, Grille two bar, bright chrome Wheels, 4.2" LCD Productivity Screen in Cluster, Floor covering – color-coordinated, full carpet, Floor mats carpet, Power Equipment, power tailgate lock* Front, high-series cloth 40/20/40 split bench under-seat storage, w/center armrest,cupholder and storage driver and passenger w/covered mirrors* Windows – rear, fixed privacy glass* Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals, Rear View Camera, Remote keyless entry and Perimeter, anti-theft alarm, Cruise control (steering wheel-mounted), SYNC,4.2" LCD Center screen,AppLink, USB port *AM/FM Single-CD/MP3 SiriusXM®, Trailer Brake Controller (incl. Smart Trailer Tow Connector)* [1]	$4,400.00 [1]
LS [1]	Seat trim upgrade - specify *Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only)* [1]	$354.00 [1]
90L [1]	Power windows/door locks *Available on XL; standard on XLT. Not available with: Air conditioning delete (M57-572) Includes: Accessory delay Manual-telescoping, manual-folding trailer tow mirrors with power/heated glass, heated convex spotter mirrors, integrated clearance lamps/turn signals (XL and XLT only) MyKey Perimeter alarm Power front windows with one-touch-up/-down, Power locks, Remote Keyless SecuriLock PATS. Deletes: Passenger-side lock cylinder.* [1]	$914.00 [1]
525 [1]	Speed control/tilt steering wheel *Tilt wheel is Standard. Speed control included with model upgrade package and 96v/ OR 17s* [1]	$234.00 [1]
4S [1]	Bucket seats in lieu of bench seat *Cloth 40/Mini-Console/40, manual lumbar (driver's side only)* [1]	$614.00 [1]
AS [1]	40/20/40 seat in vinyl *HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)* [1]	Std [1]
1S [1]	40/20/40 seat in cloth *Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only). With upgrade package (3S) Included: Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)* [1]	$99.00 [1]
16F [1]	Carpet in lieu of rubber floor covering *Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. ADD $1179: STX APPEARANCE PACKAGE (17S)Availability: Optional on XL Not available with: XL Value Package (96V) Includes: AM/FM Stereo Single-CD/MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab Bright Chrome Grille, Bright Hub Covers (SRW only), Chrome Front and Rear Step Bumpers, Cruise Control (steering wheel-mounted), STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)* [1]	$59.00 [1]
16S [1]	Floor mats *All Weather Mats, requires upgrade package. Carpet mats included in upgrade packages. For Weathertech floor liners use $339* [1]	$89.00 [1]
TINT [1]	Deep tinted glass *~~(924) Rear privacy glass~~ included with model upgrade and (435) option. Option is for dealer installed privacy tint.* [1]	$345.00 [1]

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435 [1]	Sliding rear window *Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L Power Equipment Group; 924 Privacy Glass is standard on XLT; includes Driver/Passenger sun visors w/illuminated vanity covered mirrors)* [1]	$404.00 [1]
585 [1]	AM/FM radio with single CD *AM/FM Stereo Single-CD/MP3 Player (includes aux audio input jack)* [1]	$274.00 [1]
	On-Star	NA
39S [1]	Satellite radio *Req. 91M SYNC® at $364 (add CD Radio 585 for $274 as required by sync) Included in XLT model vehicle.* [1]	$184.00 [1]
3K [1]	Additional Key(s) or Key Fob(s) when applicable *Extra ignition/ door Key per vehicle by Key Code. Additional Remote available where applicable for an additional $200. Use $340 when ordering extra key and 90L or XLT model.* [1]	$140.00 [1]
	Side air bags	Std
18B [1]	Cab steps *Black Platform Running Boards.* [1]	$369.00 [1]
LSL [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$495.00 [1]
2SL [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$796.00 [1]
VV [1]	Vent visors - stick-on style	$175.00 [1]
RS [1]	Rainshields - flange style	$175.00 [1]
BS [1]	Bug shield	$175.00 [1]
	Trailer tow mirrors *Manual Tow mirrors std. (54k) Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals) included wth 90L* [1]	Std [1]
WGG [1]	Wrap-around grille guard *Full Wrap around Grill Guard, Sterling or Warn brand. Includes winch plate. Requires 67h HD service suspension package at $124; Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).* [1]	$1,296.00 [1]
62X [1]	Heavy duty aluminum tool box *Factory toolbox requires upgrade package XLT, NA with XL Base Vehicle. Aluminum toolbox, Single Lid locking; Delta, American, or Equal is available on all series; dealer installed $395* [1]	$529.00 [1]
85L [1]	Bedliner *Plastic Drop in liner* [1]	$349.00 [1]
85S [1]	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) *For Linex Brand HD Bed liner, use $575, Code LINX* [1]	$494.00 [1]
41P [1]	Skid plates *Skid Plates, Transfer Case & Fuel Tank* [1]	$99.00 [1]
213 [1]	Shift on the fly *Electronic-Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console)* [1]	$184.00 [1]
TCD [1]	All terrain tread tires *LT265 OWL AT 17 , LT245/75Rx17E BSW A/T (TBM S 164). ADD $200 for remount OWL to Black side wall facing out.* [1]	$454.00 [1]
N2 [1]	Nitrogen filled tires including spare tire	$245.00 [1]

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SpaceKap [1]	Steel truck cap *SpaceKap - 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,435. Add Service Pkg for $2,885.* [1]	$8,990.00[1]
	Tow hooks	Std
LG12 [1]	1,200 lb. lift gate *Thieman or Tommy Gate for Pickup bed or Service Body* [1]	$2,996.00[1]
8KW [1]	8,000 lb. winch with remote *Warn Winch with Remote. Requires WGG - Grill Guard with winch plate. Options available at different ratings* [1]	$1,285.00[1]
HD TOW [1]	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. *Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add $245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.* [1]	$725.00[1]
LINX SB [1]	Spray-on bedliner for utility body *For rear bumper add $100. For Drop down doors both sides add $175. HD LINEX Brand.* [1]	$855.00[1]
RSB C2 [1]	Knapheide, Reading or approved equivalent utility body - specify *Reading Classic II: See (31b) Reading ship through. Flip top lids add $900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.* [1]	$5,875.00[1]
KSB 696J [1]	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add $800, master locks add $500, cabinet lights $500,power locks $850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit*[1]	$5,500.00[1]
RSB SL [1]	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add $900. Includes 66d bed credit.* [1]	$5,350.00[1]
PC [1]	Powder coating for utility body *Reading Brand only* [1]	NC[1]
FTC [1]	Fiberglass tonneau cover (painted to match) *May substitute Retrax bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty* [1]	$1,495.00[1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match) *A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.* [1]	$1,715.00[1]
942 [1]	Daytime running lights *Permanent Daytime Running Lamps (942) replace the standard Daytime Running Lamps (DRL - On/Off Cluster Controllable)* [1]	$44.00[1]
DRL [1]	Immobilize daytime running lights *(On/Off Cluster Controllable)* [1]	Std[1]

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CS [1]	Cab shield headache rack (protects back of cab) *Solid Steel Bulkhead with Mesh Window. Use $450 when taking credit for stake front. For lighting plates add $225* [1]	$545.00 [1]
PRPU [1]	Pipe rack w/expanded metal basket over cab (for pickup bed) *Customizable options available* [1]	$1,790.00 [1]
PRSB [1]	Pipe rack w/expended metal basket over cab (for utility body) *Customizable options available* [1]	$1,846.00 [1]
SLR [1]	Single ladder rack side mounted (specify street or curbside) *Single Side* [1]	$796.00 [1]
	Front license bracket *Dealer Installed: $100* [1]	Std [1]
76C [1]	Backup alarm, factory installed *Exterior Back up Chime* [1]	$139.00 [1]
BUA [1]	Backup alarm, dealer installed *Whelen, or Ecco Brand* [1]	$139.00 [1]
871 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed *Rear View Camera (Electrochromic Mirror w/video display on XL; XL with 96V Value Package, XLT and Lariat display in center stack Screen; NA w/66D Pick Up Box Delete or 557 Airbag Delete) FOR (873); $199 Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D); req. 96V Value Pkg. or 585 AM/FM Stereo Single/CD for Fleet on XL)* [1]	$369.00 [1]
872 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Rear Camera and Final assembly by dealer. Screen in Mirror (872) Add two hours labor.* [1]	$414.00 [1]
LapTop [1]	Optional equipment - specify *HaVis Premium PKG-PSM-242 package includes a heavy-duty vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm. The heavy-duty vehicle specific mounting base mounts to existing OEM seat bolts for easy installation (C-HDM-142) Heavy-duty height adjustable poles bolt to the vehicle specific base. precision machined parts eliminate metal-to-metal contact and allow for smooth movement during height adjustment. (C-HDM-202) Swing arms with motion adapters are ideal for computer usage from both the driver and front passenger seats. (C-MD-102) Side support arms add upper pole support for premium top level stability. (C-HDM-401)* [1]	$680.00 [1]
SafeT [1]	Optional equipment - specify *First Aid, Fire Extinguisher and DOT LED rechargeable warning lights. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) $229 (59H*)* [1]	$525.00 [1]
31v.31B [1]	Optional equipment - specify *Second Stage Manufacturer ship through for Reading (31b) at $543 and Knapheide (31v) at $260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer.* [1]	~~$543.00~~ [1] $260.00
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR). Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00 [1]
Discount [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00 [1]

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LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10 [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICKUP IS $3675. Chassis Cab & Cutaway vehicles use $2230. DIESEL Chassis Cab & Cutaway vehicles use $3525 ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $3715. Chassis Cab & Cutaway vehicles use $2280. DIESEL Chassis Cab & Cutaway vehicles use $3580. ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $4320. GAS Chassis Cab & Cutaway vehicles use $2845. For DIESEL Chassis Cab & Cutaway vehicles use $4515. ADD $500 FOR Police, Emergency and Fire Use* [1]	$2,400.00[1]
GB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile, 3000 hr. Chassis GAS BaseCare "Ford Protect" at zero deductible use $2640. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible use $3225. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]
GE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS ExtraCare "Ford Protect" at zero deductible use $2945. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible use $3655. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS PremiumCare "Ford Protect" at zero deductible use $3415. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible use $4235. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]
GB575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL BaseCare "Ford Protect" at zero deductible is $2925. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible is $3950. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]

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GE575 [1] Diesel Warranty - specify $2,350.00[1]

5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr Chassis DIESEL ExtraCare "Ford Protect" at zero deductible is $3210. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible is $4525. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck [1]

GP575 [1] Diesel Warranty - specify $3,240.00[1]

5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr Chassis DIESEL PremiumCare "Ford Protect" at zero deductible is $3740. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible is $5320. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck [1]

Federal Signal - SpectraLux Low Profile Part# - SIFZS-XXXXXXX	Federal Signal - SpectraLux ILS Low profile split front including driver and passenger side. Specify vehicle type.	$702	4
Federal Signal - MicroPulse Ultra Part# MPS620U-XX	Federal Signal - MicroPulse 6 and side marker mount for Chevy Caprice	$89	4
Federal Signal 2 head corner strobe kit. Part # 416200-XX	Corner LED Kit – Two Head Signal LED Kit (LDHF311 Includes 2 Spherical heads in 10' or 30' lengths with inline flasher; Nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$135	2
Federal Signal 4 head corner strobe kit. Part # 416400-XX	Corner LED Kit – Four Head Signal LED Kit (LDHF311. Includes 4 spherical heads in 10' or 30' lenghts with inline flasher, nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$328	4
SoundOff Compass Fender Light	Side Fender Lights for Ford PI sedan or Chevy Caprice, housing fits oem openening on side fender lights, can be purchased with GHOST or INTERSECTOR lighthead.	$328	4
ELUC2S010x (ea) kit price to inclu	Corner LED Kits – Soundoff Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$267	4
W-VERTEX	Corner LED Kits – (4) Whelen Vertex Series Hemispherical LED Light Head, choice of colors, red, blue, amber, white or combination - please specify colors. For surface mount where applicable add $50	$246 +50 $296.00	4 x135.00 $540.00

Comment Section:

For lighting prep time, please included one half hour x labor rate within representative specification. One half hour per vehicle.

A La Carte EXTRAS:

Underbody LEDs			
HG2 RUNNER 72	HG2 Emergency Lighting 72" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 68	HG2 Emergency Lighting 68" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 60	HG2 Emergency Lighting 60" 2 Piece Side Runner Lighting	$526	3
HG2 RUNNER 48	HG2 Emergency Lighting 48" 2 Piece Side Runner Lighting	$491	3
HG2 FRAME	HG2 Emergency Lighting Crossfire License Plate Frame	$350	1
ENL148-L/R	SoundOff - Pair of 48" single color undercarriage / rocker panel lights	$495	3.00
ENL160-L/R	SoundOff - Pair of 60" single color undercarriage / rocker panel lights	$715	3.00
FN-8816	Feniex - Pair of 64" single color undercarriage / rocker panel lights	$737	3.00
FN-8816D	Feniex - Pair of 64" dual color undercarriage / rocker panel lights	$1,045	3.00
TCRHS5	Whelen - Pair of 50" single color undercarriage / rocker panel lights (for sedans and SUVs)	$1,424	3.00
TCRHS6	Whelen - Pair of 60" single color undercarriage / rocker panel lights (for trucks)	$1,705	3.00
TCRHD5	Whelen - Pair of 50" dual color undercarriage / rocker panel lights (for sedans and SUVs)	$1,738	3.00
TCRHD6	Whelen - Pair of 60" dual color undercarriage / rocker panel lights (for trucks)	$2,090	3.00
TCRHT5	Whelen - Pair of 50" trio color undercarriage / rocker panel lights (for sedans and SUVs)	$2,068	3.00
TCRHT6	Whelen - Pair of 60" trio color undercarriage / rocker panel lights (for trucks)	$2,475	3.00

Radio Antennae Packages (includes coax cable, adapter, and antenna)

DUVAL MOTOR COMPANY DBA DUVAL FORD LLC

WWW.DUVALFORD.COM

Pricing Sheet for Emergency Vehicle Lighting

Bid FSA16-VEL24.0 & FSA16-VEH 14.0

See individual Specification for Labor rate. Labor Rate x Labor Hours equals total Installation

Order Code	Add Options	Price	Labor Hrs.
Duval Ford guarantees the lowest price per final built vehicle. Send us any currrent contract quote for our competitive pricing guarantee! Duval Ford only uses certified UL, GXL, SXL wire and heat rated loom and connectors. Duval Ford absorbs this additonal cost to guarantee a quality install. 904-387-6541			
Premium Lightbar Package:			
FPLB - LED	Federal Signal (Model LGD45)	$1,733	7
FPLB _LED	Federal Signal (Model INTG44)	$2,805	7
SOPLB – LED DUAL COLOR	SoundOff Signal (Model ENFLB-SILVER)	$2,247	7
SOPLB – LED-TRI COLOR	SoundOff Signal (Model ENFLB-GOLD)	$2,758	7
STPLB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,625	7
STPLB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,839	7
WPLB – LED 1 TIER	Whelen (Model S8FSA1)	$1,921	7
WPLB – LED 2 TIER	Whelen (Model F8FSA1)	$2,563	7
WPLB – LED 3 TIER	Whelen (Model IG381FSA)	$3,438	7
Medium Lightbar Package:			
FMLB – LED	Federal Signal (Model LPX45Z)	$1,337	7
SOMLB – LED	SoundOff Signal (Model ENFLB- Bronze)	$1,738	7
STMLB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,551	7
STMLB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,735	7
WMLB – LED	Whelen (Model J8FSA1)	$1,562	7
Economic Lightbar Package:			
FELB – LED	Federal Signal (Model LPX45D)	$1,315	7
SOELB – LED	SoundOff Signal (Model EMG2000)	$1,525	7
STELB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,408	7
STELB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,619	7
WELB – LED	Whelen (Model F914G4)	$1,408	7
Premium Unmarked Patrol Package:			
FPUMP – LED	Federal Signal: Deluxe Unmarked Patrol Package	$2,189	7
HG2PUMP-LED	HG2 - Emergency Lighting: Premium Unmarked Patrol Package	$3,299	7
SOPUMP – LED	SoundOff Signal: Deluxe Unmarked Patrol Package	$2,074	7
STPUMP-LED	STAR Emergency Lighting Deluxe unmarked patrol package	$2,021	7
WPUMP – LED	Whelen: Deluxe Unmarked Patrol Package	$2,189	7
Economic Unmarked Patrol Package:			
FEUMP – LED	Federal Signal: Basic LED Unmarked Patrol Package	$1,221	7
HG2EUMP - LED	HG2 - Emergency Lighting: Economic Unmarked Patrol Package	$2,529	7
SOEUMP – LED	SoundOff Signal: Basic LED Unmarked Patrol Package	$1,278	7
STEUMP-LED	STAR Emergency Lighting Economy unmarked patrol package	$1,546	7
WEUMP – LED	Whelen: Basic All LED Unmarked Patrol Package	$1,282	7
Administrative Vehicle Package:			
FAVP	Federal Signal: Administrative Vehicle Package	$1,029	7
HG2AVP	HG2 Emergency Lighting: Administrative Unmarked Patrol Package	$1,869	7
SOAVP	SoundOff Signal: Administrative Vehicle Package	$1,278	7

STAVP-LED	STAR Emergency Lighting Administrative Vehicle Package	$1,184	7
WAVP	Whelen: Administrative Vehicle Package	$1,232	7
A La Carte Lights:			
CENCOM	Whelen Cencom - upgrade from 295slsa6, deluxe siren, microprocessor controlled	$281	2
WHELEN UP TA DUO	Whelen - upgrade WPLB 1 tier Premium Lightbar with DUO Color Traffic Advisor	$336	0
WHELEN UP FULLDUO	Whelen - upgrade WPLB 1 tier Premium Lightbar with Full DUO Color lightheads	$699	0
WHELEN UP FULL TRIO	Whelen - upgrade WPLB 1 tier Premium Lightbar with Full Trio Color lightheads	$1,517	0
WHELEN UP MED.DUO	Whelen - upgrade WMLB Medium Lightbar with DUO Color Traffic Advisor	$105	0
WHELEN UP ECO. DUO	Whelen - upgrade WELB Economy Lightbar with DUO Color Traffic Advisor	$105	0
WHELEN UP FOOT	Whelen - upgrade any Whelen Lightbar to fully adjustable mounting foot	$198	0
WHELEN UP DUO FRONT	Whelen - upgrade WPLB 1 tier Premium Lightbar with Front DUO Color lightheads	$336	0
Federal Signal - SpectraLux Viper	Federal Signal - Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	$211	3
W-RDL	Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	$219	2
L - SPOT	Left-hand pillar mounted 6" spotlight with clear halogen bulb	$215	2
LR - SPOT	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb	$438	3
Federal Signal - IMPAXX-IPX3 (2)	Federal Signal - LED, GEN 3 minimum, grille lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal or approved equivalent)	$101	3
Federal Signal - MicroPulse Ultra	Federal Signal- LED, GEN 3 minimum, rear view mirror flashing lights - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$44	3
Federal Signal - UltraStar Strobe E	Federal Signal - Roof-mount amber strobe beacon (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$109	2
Federal Signal - UltraStar LED Bea	Federal Signal - Roof-Mount Amber LED strobe beacon (Whelen, D&R Electronics or approved equivalent)	$130	2
Federal Signal - IMPAXX-IPX3 (2)	Federal Signal -LED, GEN 3 minimum, trunk lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$101	2
Federal Signal - Latitude Part# - S	Federal Signal - Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	$259	2
Federal Signal - ES100 and bracke	Federal Signal - 100-Watt, Compact Cast Siren Speaker with U-Bracket	$164	1
Federal Signal - SmartSiren Platin	Federal Signal Smart Siren - upgrade, deluxe siren, microprocessor controlled; w/RMK (ext. cable) and MNCT-SB (microphone) included	$648	0
W-GL	LED, GEN 3 minimum, grille lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal or approved equivalent)	$163	3

W-RML	LED, GEN 3 minimum, rear view mirror flashing lights - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$219	2
W-RBS	Roof-mount amber strobe beacon (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$66	2
W-RBL	Roof-Mount Amber LED strobe beacon (Whelen, D&R Electronics or approved equivalent)	$127	2
W-TLL	LED, GEN 3 minimum, trunk lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$163	2
INCLUDED WITH WHELEN LIGHT	LED, GEN 3 minimum, integral directional arrow activated in lightbar (with controller if required) - LED lights may be blue, red, amber or any combination - specify color. Requires purchase of lightbar.	$0	2
TRAFFIC ADVISOR	Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	$374	2
ETSSL100-L	100-Watt, Compact Cast Siren Speaker with U-Bracket	$141	1
ETSA481CSP	SoundOff Signal ETSA481CSP - deluxe siren	$329	2
ETSA482RSP	SoundOff Signal ETSA482RSP- upgrade, 200 watt dual tone remote siren with lighting and arrow controls	$463	2
W-UGCC	Whelen Cencom - upgrade, deluxe siren, microprocessor controlled	$281	2
FLHP-XXX	Federal Signal - Headlight flashers, solid state	$47	1
W-UHF2150	Whelen - Headlight flashers, solid state	$32	1
ETFBSSN-P	SoundOff Signal – Tail light flashers	$42	1
SOUNDOFF ENT2B3x	Soundoff Signal - Intersector LED undermirror Light	$130	4
SOUNDOFF EPL8000	SoundOff Signal – EPL8000 Full Featured Interior Lightbar Eight 6-LED modules. with optional Two 6-LED Flashing Take-Downs Meets SAE specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	$834	5
FEDSIG PB	Federal Signal - Push Bumber - Ford Police Interceptor Utility including top channel.	$270	3
WHELEN HOWLER	Whelen Low Frequency Supplemental Siren, with Vehicle Mounting Bracket, available for: Ford Sedan and SUV Interceptor, Expedition, F250/F350, E-Series Van, Taurus and Explorer, Chevy Impala, Caprice, Tahoe, Suburban, Express, Silverado, Dodge Charger, and 4500	$435	2
SIGNAL D44	Signal D-44 Cyclone 100 Watt Speaker - Patent Pending Cyclonic Expansion chambers, rugged glass filled nylon housing	$142	1
CNSM4F-2647802	Federal Signal LED warning light with SignalMaster directional capability, multi-color capability, and full flood capability. 4 head front model.	$400	2
SIGNAL 9016	Signal 9016 LED Series StarBeam M-Tech LED Mini-Bar 20 flash patterns, and mounting kit. Please specify color(s).	$274	2
SIGNAL DL15	Interior Mount LED Light 12 LED Array, Gen 3 LED, Cig Plug w/ lighted on/off switch, flash pattern select button, 30 flash patterns, and mounting kit (Signal Vehicle Products DL15-12 or equivalent). Please specify color(s).	$240	2

SIGNAL LCS8	Combination 200 Watt Siren and 8 function light control panel including traffic director, dual color lighted keypad, 4 position progressive slide switch, LED speaker diagnostics, PA with noise canceling microphone (Signal Vehicle Products LCS 800 or equivalent).	$435	2
SIGNAL SPLIT PHANTOM	Low Profile Spilt Interior Front Mount LED Lightbar, 1" High Profile, No Drill Mounting with Vehicle Specific Mounting Kits (included), 35 flash patterns with pattern select button, Cig Plug w/ lighted on/off switch (Signal Vehicle Products "Split Phantom" ULB24 or equivalent) Please specify color(s).	$497	4
SIGNAL ULB44	Low Profile Interior Front Mount LED Lightbar, 1" High Profile, No Drill Mounting with Vehicle Specific Mounting Kits (included), 35 flash patterns with pattern select button, Red Map Light, Cig Plug w/ lighted on/off switch (Signal Vehicle Products "Phantom" ULB44 or equivalent). Please specify color(s).	$369	3
WHELEN I8	Whelen Full Featured Interior Lightbar Eight 3-LED Lamps, Upper Front Unit Mounted in a Rugged Housing That Fits Snugly Against the Front Window of the Vehicle, Two Piece, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs (one in each housing) Meets SAE and California Title XIII specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	$692	3
WHELEN UP 6	Upgrade Whelen Interior Lightbar to Eight 6-LED Lamps	$451	0
Federal Signal - MicroPulse Wide Angle and bracket. Part # MPSW9-X and MPSMW9-1	Federal Signal - MicroPulse Wide Angle Light. Product utilizes 9 LEDs providing 180 degree light source. Available in red, blue, white, and amber.	$125	3
Federal Signal - IMPAXX - IPX6 Part # IPX620B-XX	Federal Signal - LED warning light, dual color, with 12 LEDs per light head. Amber, blue, red, white, and green LEDs available.	$89	2
Federal Signal - SpectraLux ILS Part # SILSS-XXXXXXX	Federal Signal - SpectraLux ILS. Front split headliner. Ideal for slick-top applications. Red and blue with white flood feature.	$702	3
STSB4020	STAR 6 pos switch box. US Made	$98	2
STSB4040	STAR switch box w progressive slide feature	$121	2
STLCS850	STAR 200 Watt command center control Lights/siren/PA. US Made.	$534	2
STULB9LDC	STAR Mini Phantom. Dual Color LED Lineum Technology. All color combos. All white takedowns	$161	3
STULB28	STAR Phantom interior bar Lineum Technology. Thin profile. Dual color. 31 flash patterns.	$549	3
STULB38	STAR LED Gen 6 Lineum Technology Dual color traffic director undercover rear window bar	$329	3
STDLITE-2	STAR Micro LED Gen 6 Ultra low profile 3/8" thick. All color combos. 2 lights/2brackets	$154	3
STD-44-16	STAR Cyclone Speaker plus bracket. Rear facing driver. 100 watts. Patented. US Made	$138	3
STDLX6-2	STAR 6 LED high Intensity Gen 4. 25 patterns. 2 lights/2 brackets. All colors. US Made.	$150	3
Corner Strobe Kits:			
Federal Signal -Part #s SL4FXX,SL6FXX, SL8FXX	Federal Signal - Latitude Series warning light with Solaris 4,6, and 8 head models 3 LEDs per position, 10 flash patterns, 5 year warranty	$293	4

Federal Signal - SpectraLux Low Profile Part# - SIFZS-XXXXXXX	Federal Signal - SpectraLux ILS Low profile split front including driver and passenger side. Specify vehicle type.	$702	4
Federal Signal - MicroPulse Ultra Part# MPS620U-XX	Federal Signal - MicroPulse 6 and side marker mount for Chevy Caprice	$89	4
Federal Signal 2 head corner strobe kit. Part # 416200-XX	Corner LED Kit – Two Head Signal LED Kit (LDHF311 Includes 2 Spherical heads in 10' or 30' lengths with inline flasher; Nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$135	2
Federal Signal 4 head corner strobe kit. Part # 416400-XX	Corner LED Kit – Four Head Signal LED Kit (LDHF311. Includes 4 spherical heads in 10' or 30' lenghts with inline flasher, nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$328	4
SoundOff Compass Fender Light	Side Fender Lights for Ford PI sedan or Chevy Caprice, housing fits oem openening on side fender lights, can be purchased with GHOST or INTERSECTOR lighthead.	$328	4
ELUC2S010x (ea) kit price to inclu	Corner LED Kits – Soundoff Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$267	4
W-VERTEX	Corner LED Kits – (4) Whelen Vertex Series Hemispherical LED Light Head, choice of colors, red, blue, amber, white or combination - please specify colors. For surface mount where applicable add **$50**	$246 $50.00 296.00	4 x 135.00 $540.00
Comment Section:			

For lighting prep time, please included one half hour x labor rate within representative specification. One half hour per vehicle.

A La Carte EXTRAS:

Underbody LEDs			
HG2 RUNNER 72	HG2 Emergency Lighting 72" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 68	HG2 Emergency Lighting 68" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 60	HG2 Emergency Lighting 60" 2 Piece Side Runner Lighting	$526	3
HG2 RUNNER 48	HG2 Emergency Lighting 48" 2 Piece Side Runner Lighting	$491	3
HG2 FRAME	HG2 Emergency Lighting Crossfire License Plate Frame	$350	1
ENL148-L/R	SoundOff - Pair of 48" single color undercarriage / rocker panel lights	$495	3.00
ENL160-L/R	SoundOff - Pair of 60" single color undercarriage / rocker panel lights	$715	3.00
FN-8816	Feniex - Pair of 64" single color undercarriage / rocker panel lights	$737	3.00
FN-8816D	Feniex - Pair of 64" dual color undercarriage / rocker panel lights	$1,045	3.00
TCRHS5	Whelen - Pair of 50" single color undercarriage / rocker panel lights (for sedans and SUVs)	$1,424	3.00
TCRHS6	Whelen - Pair of 60" single color undercarriage / rocker panel lights (for trucks)	$1,705	3.00
TCRHD5	Whelen - Pair of 50" dual color undercarriage / rocker panel lights (for sedans and SUVs)	$1,738	3.00
TCRHD6	Whelen - Pair of 60" dual color undercarriage / rocker panel lights (for trucks)	$2,090	3.00
TCRHT5	Whelen - Pair of 50" trio color undercarriage / rocker panel lights (for sedans and SUVs)	$2,068	3.00
TCRHT6	Whelen - Pair of 60" trio color undercarriage / rocker panel lights (for trucks)	$2,475	3.00
Radio Antennae Packages (includes coax cable, adapter, and antenna)			

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Ford F-250 SD (X2B)

The Ford F-250 SD (X2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

Order Code	Delete Options	All Zones
SWB [1]	6' cargo box in lieu of 8'	NC[1]
58Y [1]	AM/FM stereo radio *Na with model upgrade* [1]	$20.00[1]
M57 [1]	Air conditioning	$300.00[1]
66D [1]	Cargo box and rear bumper *PICKUP BOX DELETE (66D) (Included with Body Options) Optional XL and XLT Pickups,Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Not available with: 20" Wheels and Tires, FX4 Off-Road Package (17X) Deletes: Pickup Box and Tie-down hooks,Tailgate, Rear bumper, Spare wheel, tire, carrier and jack. 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp* [1]	$100.00[1]
51X [1]	Full size spare tire and rim	$50.00[1]
DX3E [1]	Limited slip differential on 4-wheel drive	$50.00[1]

Order Code	Add Options	All Zones
99T [1]	Engine upgrade - specify *6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140)* [1]	$8,594.00[1]
98R [1]	Engine upgrade - specify *Operator Commanded Regeneration with Active regeneration Inhibit (req. 99T). The DPF requires periodic maintenance, called regeneration, for proper diesel emissions control. The vehicle will automatically initiate this maintenance process with a Passive or Active Regeneration depending on the operational use and how much it is driven at speeds above 30 mph. The vehicle may be equipped with Operator Commanded Regeneration (OCR) designed for applications where the vehicle is rarely, if ever, driven above 15–20 mph.* [1]	$249.00[1]
98F [1]	Bi-fuel model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
98F [1]	CNG model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
CNG [1]	CNG conversion (discuss with dealer) ** REQUIRES 6.2L V8 Engine, AND 98F; includes freight transfer * SULEV Systems, OBD - II Compliant CARB & EPA Certified,Dedicated and Bi-Fuel Systems Available , In-Bed and Underbody Packages Available, Standard CNG Systems 24 GGE* [1]	$11,850.00[1]
LPG [1]	LPG conversion (discuss with dealer) *Roush clean tech Under Bed Tank 21 gal gge. Includes additional transportation. Must add 98F & 31p-D9E Ford Ship through at $132* [1]	$11,850.00[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

86M [1]	Battery, auxiliary HD *Dual Batteries (78 Amp.) on 6.2L Gas. FOR optional battery mounted in service body compartment use $596 which includes proper battery cabling and battery box* [1]	$209.00 [1]
	Increase to 9,900 lbs. GVWR *10000 GVWR* [1]	Std [1]
52B [1]	Electric brake controller *Trailer Brake Controller (TBC) (Verified to be compatible w/select Electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector) Included in model upgrade package XLT.* [1]	$269.00 [1]
	Traction control *AdvanceTrac® with RSC® (Roll Stability Control™)* [1]	Std [1]
X2B.603A [1]	Manufacturer's model upgrade package (specify pkg. bid) *All XL content, plus: BoxLink (includes four (4) premium locking cleats) Bumper – front & rear, chrome, Grille two bar, bright chrome Wheels, 4.2" LCD Productivity Screen in Cluster, Floor covering – color-coordinated, full carpet, Floor mats carpet, Power Equipment, power tailgate lock* Front, high-series cloth 40/20/40 split bench under-seat storage, w/center armrest,cupholder and storage driver and passenger w/covered mirrors* Windows – rear, fixed privacy glass* Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals, Rear View Camera, Remote keyless entry and Perimeter, anti-theft alarm, Cruise control (steering wheel-mounted), SYNC,4.2" LCD Center screen,AppLink, USB port *AM/FM Single-CD/MP3 SiriusXM®, Trailer Brake Controller (incl. Smart Trailer Tow Connector)* [1]	$4,400.00 [1]
LS [1]	Seat trim upgrade - specify *Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only)* [1]	$354.00 [1]
90L [1]	Power windows/door locks *Available on XL; standard on XLT. Not available with: Air conditioning delete (M57-572) Includes: Accessory delay Manual-telescoping, manual-folding trailer tow mirrors with power/heated glass, heated convex spotter mirrors, integrated clearance lamps/turn signals (XL and XLT only) MyKey Perimeter alarm Power front windows with one-touch-up/-down, Power locks, Remote Keyless SecuriLock PATS. Deletes: Passenger-side lock cylinder.* [1]	$914.00 [1]
525 [1]	Speed control/tilt steering wheel *Tilt wheel is Standard. Speed control included with model upgrade package and 96w/ OR 17s* [1]	$234.00 [1]
4S [1]	Bucket seats in lieu of bench seat *Cloth 40/Mini-Console/40, manual lumbar (driver's side only)* [1]	$614.00 [1]
AS [1]	40/20/40 seat in vinyl *HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)* [1]	Std [1]
1S [1]	40/20/40 seat in cloth *Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only). With upgrade package (3S) Included: Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)* [1]	$99.00 [1]
16F [1]	Carpet in lieu of rubber floor covering *Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. ADD $1179; STX APPEARANCE PACKAGE (17S)Availability: Optional on XL Not available with: XL Value Package (96V) Includes: AM/FM Stereo Single-CD/MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab Bright Chrome Grille, Bright Hub Covers (SRW only), Chrome Front and Rear Step Bumpers, Cruise Control (steering wheel-mounted), STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (64B) (F-250/F-350 SRW)* [1]	$59.00 [1]
16S [1]	Floor mats *All Weather Mats, requires upgrade package. Carpet mats included in upgrade packages. For Weathertech floor liners use $339* [1]	$89.00 [1]
TINT [1]	Deep tinted glass *(924) Rear privacy glass included with model upgrade and (435) option. Option is for dealer installed privacy tint.* [1]	$345.00 [1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

435 [1]	Sliding rear window *Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L Power Equipment Group; 924 Privacy Glass is standard on XLT; includes Driver/Passenger sun visors w/illuminated vanity covered mirrors)* [1]	$404.00 [1]
585 [1]	AM/FM radio with single CD *AM/FM Stereo Single-CD/MP3 Player (includes aux audio input jack)* [1]	$274.00 [1]
	On-Star	NA
39S [1]	Satellite radio *Req. 91M SYNC® at $364 (add CD Radio 585 for $274 as required by sync) Included in XLT model vehicle.* [1]	$184.00 [1]
3K [1]	Additional Key(s) or Key Fob(s) when applicable *Extra ignition/ door Key per vehicle by Key Code. Additional Remote available where applicable for an additional $200. Use $340 when ordering extra key and 90L or XLT model.* [1]	$140.00 [1]
	Side air bags	Std
18B [1]	Cab steps *Black Platform Running Boards.* [1]	$369.00 [1]
LSL [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$495.00 [1]
2SL [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$796.00 [1]
VV [1]	Vent visors - stick-on style	$175.00 [1]
RS [1]	Rainshields - flange style	$175.00 [1]
BS [1]	Bug shield	$175.00 [1]
	Trailer tow mirrors *Manual Tow mirrors std. (54k) Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals) included wth 90L* [1]	Std [1]
WGG [1]	Wrap-around grille guard *Full Wrap around Grill Guard, Sterling or Warn brand. Includes winch plate. Requires 67h HD service suspension package at $124: Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).* [1]	$1,296.00 [1]
62X [1]	Heavy duty aluminum tool box *Factory toolbox requires upgrade package XLT. NA with XL Base Vehicle. Aluminum toolbox, Single Lid locking; Delta, American, or Equal is available on all series; dealer installed $395* [1]	$529.00 [1]
85L [1]	Bedliner *Plastic Drop in liner* [1]	$349.00 [1]
85S [1]	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) *For Linex Brand HD Bed liner, use $575, Code LINX* [1]	$494.00 [1]
41P [1]	Skid plates *Skid Plates, Transfer Case & Fuel Tank* [1]	$99.00 [1]
213 [1]	Shift on the fly *Electronic-Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console)* [1]	$184.00 [1]
TCD [1]	All terrain tread tires *LT265 OWL AT 17 , LT245/75Rx17E BSW A/T (TBM $ 164). ADD $200 for remount OWL to Black side wall facing out.* [1]	$454.00 [1]
N2 [1]	Nitrogen filled tires including spare tire	$245.00 [1]

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SpaceKap [1]	Steel truck cap *SpaceKap - 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,435. Add Service Pkg for $2,885.* [1]	$8,990.00[1]
	Tow hooks	Std
LG12 [1]	1,200 lb. lift gate *Thieman or Tommy Gate for Pickup bed or Service Body* [1]	$2,996.00[1]
8KW [1]	8,000 lb. winch with remote *Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings* [1]	$1,285.00[1]
HD TOW [1]	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. *Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add $245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.* [1]	$725.00[1]
LINX SB [1]	Spray-on bedliner for utility body *For rear bumper add $100. For Drop down doors both sides add $175. HD LINEX Brand.* [1]	$855.00[1]
RSB C2 [1]	Knapheide, Reading or approved equivalent utility body - specify *Reading Classic II: See (31b) Reading ship through. Flip top lids add $900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.* [1]	$5,875.00[1]
KSB 696J [1]	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add $800, master locks add $500, cabinet lights $500,power locks $850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit*[1]	$5,500.00[1]
RSB SL [1]	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add $900. Includes 66d bed credit.* [1]	$5,350.00[1]
PC [1]	Powder coating for utility body *Reading Brand only* [1]	NC[1]
FTC [1]	Fiberglass tonneau cover (painted to match) *May substitute Retrax bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty* [1]	$1,495.00[1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match) *A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.* [1]	$1,715.00[1]
942 [1]	Daytime running lights *Permanent Daytime Running Lamps (942) replace the standard Daytime Running Lamps (DRL - On/Off Cluster Controllable)* [1]	$44.00[1]
DRL [1]	Immobilize daytime running lights *(On/Off Cluster Controllable)* [1]	Std[1]

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CS [1]	Cab shield headache rack (protects back of cab) *Solid Steel Bulkhead with Mesh Window. Use $450 when taking credit for stake front. For lighting plates add $225* [1]	$545.00 [1]
PRPU [1]	Pipe rack w/expanded metal basket over cab (for pickup bed) *Customizable options available* [1]	$1,790.00 [1]
PRSB [1]	Pipe rack w/expended metal basket over cab (for utility body) *Customizable options available* [1]	$1,846.00 [1]
SLR [1]	Single ladder rack side mounted (specify street or curbside) *Single Side* [1]	$796.00 [1]
	Front license bracket *Dealer Installed: $100* [1]	Std [1]
76C [1]	Backup alarm, factory installed *Exterior Back up Chime* [1]	$139.00 [1]
BUA [1]	Backup alarm, dealer installed *Whelen, or Ecco Brand* [1]	$139.00 [1]
871 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed *Rear View Camera (Electrochromic Mirror w/video display on XL; XL with 96V Value Package, XLT and Lariat display in center stack Screen; NA w/66D Pick Up Box Delete or 557 Airbag Delete) FOR (873): $199 Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D); req. 96V Value Pkg. or 585 AM/FM Stereo Single/CD for Fleet on XL)* [1]	$369.00 [1]
872 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Rear Camera and Final assembly by dealer. Screen in Mirror (872) Add two hours labor.* [1]	$414.00 [1]
LapTop [1]	Optional equipment - specify *HaVis Premium PKG-PSM-242 package includes a heavy-duty vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm. The heavy-duty vehicle specific mounting base mounts to existing OEM seat bolts for easy installation (C-HDM-142) Heavy-duty height adjustable poles bolt to the vehicle specific base. precision machined parts eliminate metal-to-metal contact and allow for smooth movement during height adjustment. (C-HDM-202) Swing arms with motion adapters are ideal for computer usage from both the driver and front passenger seats. (C-MD-102) Side support arms add upper pole support for premium top level stability. (C-HDM-401)* [1]	$680.00 [1]
SafeT [1]	Optional equipment - specify *First Aid, Fire Extinguisher and DOT LED rechargeable warning lights. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) $229 (59H*)* [1]	$525.00 [1]
31v,31B [1]	Optional equipment - specify *Second Stage Manufacturer ship through for Reading (31b) at $543 and Knapheide (31v) at $260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer.* [1]	$543.00 [1] $260.00
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00 [1]
Discount [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00 [1]

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LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICKUP IS $3675. Chassis Cab & Cutaway vehicles use $2230. DIESEL Chassis Cab & Cutaway vehicles use $3525 ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $3715. Chassis Cab & Cutaway vehicles use $2280. DIESEL Chassis Cab & Cutaway vehicles use $3580. ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $4320, GAS Chassis Cab & Cutaway vehicles use $2845. For DIESEL Chassis Cab & Cutaway vehicles use $4515. ADD $500 FOR Police, Emergency and Fire Use* [1]	$2,400.00[1]
GB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile, 3000 hr. Chassis GAS BaseCare "Ford Protect" at zero deductible use $2640. 5 year, 100,000 mile 4000 hr Chassis BaseCare "Ford Protect" at zero deductible use $3225. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]
GE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS ExtraCare "Ford Protect" at zero deductible use $2945. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible use $3655. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS PremiumCare "Ford Protect" at zero deductible use $3415. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible use $4235. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]
GB575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL BaseCare "Ford Protect" at zero deductible is $2925. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible is $3950. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]

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BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

GE575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL ExtraCare "Ford Protect" at zero deductible is $3210. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible is $4525. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL PremiumCare "Ford Protect" at zero deductible is $3740. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible is $5320. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]

Federal Signal - SpectraLux Low Profile Part# - SIFZS-XXXXXXX	Federal Signal - SpectraLux ILS Low profile split front including driver and passenger side. Specify vehicle type.	$702	4
Federal Signal - MicroPulse Ultra Part# MPS620U-XX	Federal Signal - MicroPulse 6 and side marker mount for Chevy Caprice	$89	4
Federal Signal 2 head corner strobe kit. Part # 416200-XX	Corner LED Kit – Two Head Signal LED Kit (LDHF311 Includes 2 Spherical heads in 10' or 30' lengths with inline flasher; Nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$135	2
Federal Signal 4 head corner strobe kit. Part # 416400-XX	Corner LED Kit – Four Head Signal LED Kit (LDHF311. Includes 4 spherical heads in 10' or 30' lenghts with inline flasher, nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$328	4
SoundOff Compass Fender Light	Side Fender Lights for Ford PI sedan or Chevy Caprice, housing fits oem openening on side fender lights, can be purchased with GHOST or INTERSECTOR lighthead.	$328	4
ELUC2S010x (ea) kit price to inclu	Corner LED Kits – Soundoff Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$267	4
W-VERTEX	Corner LED Kits – (4) Whelen Vertex Series Hemispherical LED Light Head, choice of colors, red, blue, amber, white or combination - please specify colors. For surface mount where applicable add $50	$246 +50 $296.00	4 x135.00 $540.00

Comment Section:

For lighting prep time, please included one half hour x labor rate within representative specification. One half hour per vehicle.

A La Carte EXTRAS:

Underbody LEDs			
HG2 RUNNER 72	HG2 Emergency Lighting 72" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 68	HG2 Emergency Lighting 68" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 60	HG2 Emergency Lighting 60" 2 Piece Side Runner Lighting	$526	3
HG2 RUNNER 48	HG2 Emergency Lighting 48" 2 Piece Side Runner Lighting	$491	3
HG2 FRAME	HG2 Emergency Lighting Crossfire License Plate Frame	$350	1
ENL148-L/R	SoundOff - Pair of 48" single color undercarriage / rocker panel lights	$495	3.00
ENL160-L/R	SoundOff - Pair of 60" single color undercarriage / rocker panel lights	$715	3.00
FN-8816	Feniex - Pair of 64" single color undercarriage / rocker panel lights	$737	3.00
FN-8816D	Feniex - Pair of 64" dual color undercarriage / rocker panel lights	$1,045	3.00
TCRHS5	Whelen - Pair of 50" single color undercarriage / rocker panel lights (for sedans and SUVs)	$1,424	3.00
TCRHS6	Whelen - Pair of 60" single color undercarriage / rocker panel lights (for trucks)	$1,705	3.00
TCRHD5	Whelen - Pair of 50" dual color undercarriage / rocker panel lights (for sedans and SUVs)	$1,738	3.00
TCRHD6	Whelen - Pair of 60" dual color undercarriage / rocker panel lights (for trucks)	$2,090	3.00
TCRHT5	Whelen - Pair of 50" trio color undercarriage / rocker panel lights (for sedans and SUVs)	$2,068	3.00
TCRHT6	Whelen - Pair of 60" trio color undercarriage / rocker panel lights (for trucks)	$2,475	3.00

Radio Antennae Packages (includes coax cable, adapter, and antenna)

DUVAL MOTOR COMPANY DBA DUVAL FORD LLC

WWW.DUVALFORD.COM

Pricing Sheet for Emergency Vehicle Lighting

Bid FSA16-VEL24.0 & FSA16-VEH 14.0

See individual Specification for Labor rate. Labor Rate x Labor Hours equals total Installation

Order Code	Add Options	Price	Labor Hrs.
Duval Ford guarantees the lowest price per final built vehicle. Send us any currrent contract quote for our competitive pricing guarantee! Duval Ford only uses certified UL, GXL, SXL wire and heat rated loom and connectors. Duval Ford absorbs this additonal cost to guarantee a quality install. 904-387-6541			
Premium Lightbar Package:			
FPLB - LED	Federal Signal (Model LGD45)	$1,733	7
FPLB _LED	Federal Signal (Model INTG44)	$2,805	7
SOPLB – LED DUAL COLOR	SoundOff Signal (Model ENFLB-SILVER)	$2,247	7
SOPLB – LED-TRI COLOR	SoundOff Signal (Model ENFLB-GOLD)	$2,758	7
STPLB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,625	7
STPLB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,839	7
WPLB – LED 1 TIER	Whelen (Model S8FSA1)	$1,921	7
WPLB – LED 2 TIER	Whelen (Model F8FSA1)	$2,563	7
WPLB – LED 3 TIER	Whelen (Model IG381FSA)	$3,438	7
Medium Lightbar Package:			
FMLB – LED	Federal Signal (Model LPX45Z)	$1,337	7
SOMLB – LED	SoundOff Signal (Model ENFLB- Bronze)	$1,738	7
STMLB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,551	7
STMLB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,735	7
WMLB – LED	Whelen (Model J8FSA1)	$1,562	7
Economic Lightbar Package:			
FELB – LED	Federal Signal (Model LPX45D)	$1,315	7
SOELB – LED	SoundOff Signal (Model EMG2000)	$1,525	7
STELB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,408	7
STELB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,619	7
WELB – LED	Whelen (Model F914G4)	$1,408	7
Premium Unmarked Patrol Package:			
FPUMP – LED	Federal Signal: Deluxe Unmarked Patrol Package	$2,189	7
HG2PUMP-LED	HG2 - Emergency Lighting: Premium Unmarked Patrol Package	$3,299	7
SOPUMP – LED	SoundOff Signal: Deluxe Unmarked Patrol Package	$2,074	7
STPUMP-LED	STAR Emergency Lighting Deluxe unmarked patrol package	$2,021	7
WPUMP – LED	Whelen: Deluxe Unmarked Patrol Package	$2,189	7
Economic Unmarked Patrol Package:			
FEUMP – LED	Federal Signal: Basic LED Unmarked Patrol Package	$1,221	7
HG2EUMP - LED	HG2 - Emergency Lighting: Economic Unmarked Patrol Package	$2,529	7
SOEUMP – LED	SoundOff Signal: Basic LED Unmarked Patrol Package	$1,278	7
STEUMP-LED	STAR Emergency Lighting Economy unmarked patrol package	$1,546	7
WEUMP – LED	Whelen: Basic All LED Unmarked Patrol Package	$1,282	7
Administrative Vehicle Package:			
FAVP	Federal Signal: Administrative Vehicle Package	$1,029	7
HG2AVP	HG2 Emergency Lighting: Administrative Unmarked Patrol Package	$1,869	7
SOAVP	SoundOff Signal: Administrative Vehicle Package	$1,278	7

STAVP-LED	STAR Emergency Lighting Administrative Vehicle Package	$1,184	7
WAVP	Whelen: Administrative Vehicle Package	$1,232	7
A La Carte Lights:			
CENCOM	Whelen Cencom - upgrade from 295slsa6, deluxe siren, microprocessor controlled	$281	2
WHELEN UP TA DUO	Whelen - upgrade WPLB 1 tier Premium Lightbar with DUO Color Traffic Advisor	$336	0
WHELEN UP FULLDUO	Whelen - upgrade WPLB 1 tier Premium Lightbar with Full DUO Color lightheads	$699	0
WHELEN UP FULL TRIO	Whelen - upgrade WPLB 1 tier Premium Lightbar with Full Trio Color lightheads	$1,517	0
WHELEN UP MED.DUO	Whelen - upgrade WMLB Medium Lightbar with DUO Color Traffic Advisor	$105	0
WHELEN UP ECO. DUO	Whelen - upgrade WELB Economy Lightbar with DUO Color Traffic Advisor	$105	0
WHELEN UP FOOT	Whelen - upgrade any Whelen Lightbar to fully adjustable mounting foot	$198	0
WHELEN UP DUO FRONT	Whelen - upgrade WPLB 1 tier Premium Lightbar with Front DUO Color lightheads	$336	0
Federal Signal - SpectraLux Viper	Federal Signal - Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	$211	3
W-RDL	Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	$219	2
L - SPOT	Left-hand pillar mounted 6" spotlight with clear halogen bulb	$215	2
LR - SPOT	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb	$438	3
Federal Signal - IMPAXX-IPX3 (2)	Federal Signal - LED, GEN 3 minimum, grille lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal or approved equivalent)	$101	3
Federal Signal - MicroPulse Ultra	Federal Signal- LED, GEN 3 minimum, rear view mirror flashing lights - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$44	3
Federal Signal - UltraStar Strobe E	Federal Signal - Roof-mount amber strobe beacon (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$109	2
Federal Signal - UltraStar LED Bea	Federal Signal - Roof-Mount Amber LED strobe beacon (Whelen, D&R Electronics or approved equivalent)	$130	2
Federal Signal - IMPAXX-IPX3 (2)	Federal Signal -LED, GEN 3 minimum, trunk lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$101	2
Federal Signal - Latitude Part# - S	Federal Signal - Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	$259	2
Federal Signal - ES100 and bracke	Federal Signal - 100-Watt, Compact Cast Siren Speaker with U-Bracket	$164	1
Federal Signal - SmartSiren Platin	Federal Signal Smart Siren - upgrade, deluxe siren, microprocessor controlled; w/RMK (ext. cable) and MNCT-SB (microphone) included	$648	0
W-GL	LED, GEN 3 minimum, grille lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal or approved equivalent)	$163	3

W-RML	LED, GEN 3 minimum, rear view mirror flashing lights - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$219	2
W-RBS	Roof-mount amber strobe beacon (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$66	2
W-RBL	Roof-Mount Amber LED strobe beacon (Whelen, D&R Electronics or approved equivalent)	$127	2
W-TLL	LED, GEN 3 minimum, trunk lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$163	2
INCLUDED WITH WHELEN LIGHT	LED, GEN 3 minimum, integral directional arrow activated in lightbar (with controller if required) - LED lights may be blue, red, amber or any combination - specify color. Requires purchase of lightbar.	$0	2
TRAFFIC ADVISOR	Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	$374	2
ETSSL100-L	100-Watt, Compact Cast Siren Speaker with U-Bracket	$141	1
ETSA481CSP	SoundOff Signal ETSA481CSP - deluxe siren	$329	2
ETSA482RSP	SoundOff Signal ETSA482RSP- upgrade, 200 watt dual tone remote siren with lighting and arrow controls	$463	2
W-UGCC	Whelen Cencom - upgrade, deluxe siren, microprocessor controlled	$281	2
FLHP-XXX	Federal Signal - Headlight flashers, solid state	$47	1
W-UHF2150	Whelen - Headlight flashers, solid state	$32	1
ETFBSSN-P	SoundOff Signal – Tail light flashers	$42	1
SOUNDOFF ENT2B3x	Soundoff Signal - Intersector LED undermirror Light	$130	4
SOUNDOFF EPL8000	SoundOff Signal – EPL8000 Full Featured Interior Lightbar Eight 6-LED modules. with optional Two 6-LED Flashing Take-Downs Meets SAE specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	$834	5
FEDSIG PB	Federal Signal - Push Bumber - Ford Police Interceptor Utility including top channel.	$270	3
WHELEN HOWLER	Whelen Low Frequency Supplemental Siren, with Vehicle Mounting Bracket, available for: Ford Sedan and SUV Interceptor, Expedition, F250/F350, E-Series Van, Taurus and Explorer, Chevy Impala, Caprice, Tahoe, Suburban, Express, Silverado, Dodge Charger, and 4500	$435	2
SIGNAL D44	Signal D-44 Cyclone 100 Watt Speaker - Patent Pending Cyclonic Expansion chambers, rugged glass filled nylon housing	$142	1
CNSM4F-2647802	Federal Signal LED warning light with SignalMaster directional capability, multi-color capability, and full flood capability. 4 head front model.	$400	2
SIGNAL 9016	Signal 9016 LED Series StarBeam M-Tech LED Mini-Bar 20 flash patterns, and mounting kit. Please specify color(s).	$274	2
SIGNAL DL15	Interior Mount LED Light 12 LED Array, Gen 3 LED, Cig Plug w/ lighted on/off switch, flash pattern select button, 30 flash patterns, and mounting kit (Signal Vehicle Products DL15-12 or equivalent). Please specify color(s).	$240	2

SIGNAL LCS8	Combination 200 Watt Siren and 8 function light control panel including traffic director, dual color lighted keypad, 4 position progressive slide switch, LED speaker diagnostics, PA with noise canceling microphone (Signal Vehicle Products LCS 800 or equivalent).	$435	2
SIGNAL SPLIT PHANTOM	Low Profile Spilt Interior Front Mount LED Lightbar, 1" High Profile, No Drill Mounting with Vehicle Specific Mounting Kits (included), 35 flash patterns with pattern select button, Cig Plug w/ lighted on/off switch (Signal Vehicle Products "Split Phantom" ULB24 or equivalent) Please specify color(s).	$497	4
SIGNAL ULB44	Low Profile Interior Front Mount LED Lightbar, 1" High Profile, No Drill Mounting with Vehicle Specific Mounting Kits (included), 35 flash patterns with pattern select button, Red Map Light, Cig Plug w/ lighted on/off switch (Signal Vehicle Products "Phantom" ULB44 or equivalent). Please specify color(s).	$369	3
WHELEN I8	Whelen Full Featured Interior Lightbar Eight 3-LED Lamps, Upper Front Unit Mounted in a Rugged Housing That Fits Snugly Against the Front Window of the Vehicle, Two Piece, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs (one in each housing) Meets SAE and California Title XIII specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	$692	3
WHELEN UP 6	Upgrade Whelen Interior Lightbar to Eight 6-LED Lamps	$451	0
Federal Signal - MicroPulse Wide Angle and bracket. Part # MPSW9-X and MPSMW9-1	Federal Signal - MicroPulse Wide Angle Light. Product utilizes 9 LEDs providing 180 degree light source. Available in red, blue, white, and amber.	$125	3
Federal Signal - IMPAXX - IPX6 Part # IPX620B-XX	Federal Signal - LED warning light, dual color, with 12 LEDs per light head. Amber, blue, red, white, and green LEDs available.	$89	2
Federal Signal - SpectraLux ILS Part # SILSS-XXXXXXX	Federal Signal - SpectraLux ILS. Front split headliner. Ideal for slick-top applications. Red and blue with white flood feature.	$702	3
STSB4020	STAR 6 pos switch box. US Made	$98	2
STSB4040	STAR switch box w progressive slide feature	$121	2
STLCS850	STAR 200 Watt command center control Lights/siren/PA. US Made.	$534	2
STULB9LDC	STAR Mini Phantom. Dual Color LED Lineum Technology. All color combos. All white takedowns	$161	3
STULB28	STAR Phantom interior bar Lineum Technology. Thin profile. Dual color. 31 flash patterns.	$549	3
STULB38	STAR LED Gen 6 Lineum Technology Dual color traffic director undercover rear window bar	$329	3
STDLITE-2	STAR Micro LED Gen 6 Ultra low profile 3/8" thick. All color combos. 2 lights/2brackets	$154	3
STD-44-16	STAR Cyclone Speaker plus bracket. Rear facing driver. 100 watts. Patented. US Made	$138	3
STDLX6-2	STAR 6 LED high Intensity Gen 4. 25 patterns. 2 lights/2 brackets. All colors. US Made.	$150	3
Corner Strobe Kits:			
Federal Signal -Part #s SL4FXX,SL6FXX, SL8FXX	Federal Signal - Latitude Series warning light with Solaris 4,6, and 8 head models 3 LEDs per position, 10 flash patterns, 5 year warranty	$293	4

Federal Signal - SpectraLux Low Profile Part# - SIFZS-XXXXXXX	Federal Signal - SpectraLux ILS Low profile split front including driver and passenger side. Specify vehicle type.	$702	4
Federal Signal - MicroPulse Ultra Part# MPS620U-XX	Federal Signal - MicroPulse 6 and side marker mount for Chevy Caprice	$89	4
Federal Signal 2 head corner strobe kit. Part # 416200-XX	Corner LED Kit – Two Head Signal LED Kit (LDHF311 Includes 2 Spherical heads in 10' or 30' lengths with inline flasher; Nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$135	2
Federal Signal 4 head corner strobe kit. Part # 416400-XX	Corner LED Kit – Four Head Signal LED Kit (LDHF311. Includes 4 spherical heads in 10' or 30' lenghts with inline flasher, nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$328	4
SoundOff Compass Fender Light	Side Fender Lights for Ford PI sedan or Chevy Caprice, housing fits oem openening on side fender lights, can be purchased with GHOST or INTERSECTOR lighthead.	$328	4
ELUC2S010x (ea) kit price to inclu	Corner LED Kits – Soundoff Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$267	4
W-VERTEX	Corner LED Kits – (4) Whelen Vertex Series Hemispherical LED Light Head, choice of colors, red, blue, amber, white or combination - please specify colors. For surface mount where applicable add $50	$246 +50.00 4 296.00	4 x 1350.00 5400.00

Comment Section:

For lighting prep time, please included one half hour x labor rate within representative specification. One half hour per vehicle.

A La Carte EXTRAS:

Underbody LEDs			
HG2 RUNNER 72	HG2 Emergency Lighting 72" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 68	HG2 Emergency Lighting 68" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 60	HG2 Emergency Lighting 60" 2 Piece Side Runner Lighting	$526	3
HG2 RUNNER 48	HG2 Emergency Lighting 48" 2 Piece Side Runner Lighting	$491	3
HG2 FRAME	HG2 Emergency Lighting Crossfire License Plate Frame	$350	1
ENL148-L/R	SoundOff - Pair of 48" single color undercarriage / rocker panel lights	$495	3.00
ENL160-L/R	SoundOff - Pair of 60" single color undercarriage / rocker panel lights	$715	3.00
FN-8816	Feniex - Pair of 64" single color undercarriage / rocker panel lights	$737	3.00
FN-8816D	Feniex - Pair of 64" dual color undercarriage / rocker panel lights	$1,045	3.00
TCRHS5	Whelen - Pair of 50" single color undercarriage / rocker panel lights (for sedans and SUVs)	$1,424	3.00
TCRHS6	Whelen - Pair of 60" single color undercarriage / rocker panel lights (for trucks)	$1,705	3.00
TCRHD5	Whelen - Pair of 50" dual color undercarriage / rocker panel lights (for sedans and SUVs)	$1,738	3.00
TCRHD6	Whelen - Pair of 60" dual color undercarriage / rocker panel lights (for trucks)	$2,090	3.00
TCRHT5	Whelen - Pair of 50" trio color undercarriage / rocker panel lights (for sedans and SUVs)	$2,068	3.00
TCRHT6	Whelen - Pair of 60" trio color undercarriage / rocker panel lights (for trucks)	$2,475	3.00

Radio Antennae Packages (includes coax cable, adapter, and antenna)

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #58

2017 Ford F-250 SD (X2B)

The Ford F-250 SD (X2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

Order Code	Delete Options	All Zones
SWB [1]	6' cargo box in lieu of 8'	NC[1]
58Y [1]	AM/FM stereo radio *Na with model upgrade* [1]	$20.00[1]
M57 [1]	Air conditioning	$300.00[1]
66D [1]	Cargo box and rear bumper *PICKUP BOX DELETE (66D) (Included with Body Options) Optional XL and XLT Pickups,Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Not available with: 20" Wheels and Tires, FX4 Off-Road Package (17X) Deletes: Pickup Box and Tie-down hooks,Tailgate, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp* [1]	$100.00[1]
51X [1]	Full size spare tire and rim	$50.00[1]
DX3E [1]	Limited slip differential on 4-wheel drive	$50.00[1]

Order Code	Add Options	All Zones
99T [1]	Engine upgrade - specify *6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140)* [1]	$8,594.00[1]
98R [1]	Engine upgrade - specify *Operator Commanded Regeneration with Active regeneration Inhibit (req. 99T). The DPF requires periodic maintenance, called regeneration, for proper diesel emissions control. The vehicle will automatically initiate this maintenance process with a Passive or Active Regeneration depending on the operational use and how much it is driven at speeds above 30 mph. The vehicle may be equipped with Operator Commanded Regeneration (OCR) designed for applications where the vehicle is rarely, if ever, driven above 15–20 mph.* [1]	$249.00[1]
98F [1]	Bi-fuel model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.* [1]	$314.00[1]
98F [1]	CNG model - specify *CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance* [1]	$314.00[1]
CNG [1]	CNG conversion (discuss with dealer) ** REQUIRES 6.2L V8 Engine, AND 98F; includes freight transfer * SULEV Systems, OBD - II Compliant CARB & EPA Certified,Dedicated and Bi-Fuel Systems Available , In-Bed and Underbody Packages Available, Standard CNG Systems 24 GGE* [1]	$11,850.00[1]
LPG [1]	LPG conversion (discuss with dealer) *Roush clean tech Under Bed Tank 21 gal gge. Includes additional transportation. Must add 98F & 31p-D9E Ford Ship through at $132* [1]	$11,850.00[1]

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86M [1]	Battery, auxiliary HD *Dual Batteries (78 Amp.) on 6.2L Gas. FOR optional battery mounted in service body compartment use $596 which includes proper battery cabling and battery box* [1]	$209.00 [1]
	Increase to 9,900 lbs. GVWR *10000 GVWR* [1]	Std [1]
52B [1]	Electric brake controller *Trailer Brake Controller (TBC) (Verified to be compatible w/select Electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector) Included in model upgrade package XLT.* [1]	$269.00 [1]
	Traction control *AdvanceTrac® with RSC® (Roll Stability Control™)* [1]	Std [1]
X2B.603A [1]	Manufacturer's model upgrade package (specify pkg. bid) *All XL content, plus: BoxLink (includes four (4) premium locking cleats) Bumper – front & rear, chrome, Grille two bar, bright chrome Wheels, 4.2" LCD Productivity Screen in Cluster, Floor covering – color-coordinated, full carpet, Floor mats carpet, Power Equipment, power tailgate lock* Front, high-series cloth 40/20/40 split bench under-seat storage, w/center armrest,cupholder and storage driver and passenger w/covered mirrors* Windows – rear, fixed privacy glass* Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals, Rear View Camera, Remote keyless entry and Perimeter, anti-theft alarm, Cruise control (steering wheel-mounted), SYNC,4.2" LCD Center screen,AppLink, USB port *AM/FM Single-CD/MP3 SiriusXM®, Trailer Brake Controller (incl. Smart Trailer Tow Connector)* [1]	$4,400.00 [1]
LS [1]	Seat trim upgrade - specify *Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only)* [1]	$354.00 [1]
90L [1]	Power windows/door locks *Available on XL; standard on XLT. Not available with: Air conditioning delete (M57-572) Includes: Accessory delay Manual-telescoping, manual-folding trailer tow mirrors with power/heated glass, heated convex spotter mirrors, integrated clearance lamps/turn signals (XL and XLT only) MyKey Perimeter alarm Power front windows with one-touch-up/-down, Power locks, Remote Keyless SecuriLock PATS. Deletes: Passenger-side lock cylinder.* [1]	$914.00 [1]
525 [1]	Speed control/tilt steering wheel *Tilt wheel is Standard. Speed control included with model upgrade package and 96v/ OR 17s* [1]	$234.00 [1]
4S [1]	Bucket seats in lieu of bench seat *Cloth 40/Mini-Console/40, manual lumbar (driver's side only)* [1]	$614.00 [1]
AS [1]	40/20/40 seat in vinyl *HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)* [1]	Std [1]
1S [1]	40/20/40 seat in cloth *Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only). With upgrade package (3S) Included: Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)* [1]	$99.00 [1]
16F [1]	Carpet in lieu of rubber floor covering *Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. ADD $1179; STX APPEARANCE PACKAGE (17S)Availability: Optional on XL Not available with: XL Value Package (96V) Includes: AM/FM Stereo Single-CD/MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab Bright Chrome Grille, Bright Hub Covers (SRW only), Chrome Front and Rear Step Bumpers, Cruise Control (steering wheel-mounted), STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)* [1]	$59.00 [1]
16S [1]	Floor mats *All Weather Mats, requires upgrade package. Carpet mats included in upgrade packages. For Weathertech floor liners use $339* [1]	$89.00 [1]
TINT [1]	Deep tinted glass *(924) Rear privacy glass included with model upgrade and (435) option. Option is for dealer installed privacy tint.* [1]	$345.00 [1]

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BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

435 [1]	Sliding rear window *Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L Power Equipment Group; 924 Privacy Glass is standard on XLT; includes Driver/Passenger sun visors w/illuminated vanity covered mirrors)* [1]	$404.00[1]
585 [1]	AM/FM radio with single CD *AM/FM Stereo Single-CD/MP3 Player (includes aux audio input jack)* [1]	$274.00[1]
	On-Star	NA
39S [1]	Satellite radio *Req. 91M SYNC® at $364 (add CD Radio 585 for $274 as required by sync) Included in XLT model vehicle.* [1]	$184.00[1]
3K [1]	Additional Key(s) or Key Fob(s) when applicable *Extra ignition/ door Key per vehicle by Key Code. Additional Remote available where applicable for an additional $200. Use $340 when ordering extra key and 90L or XLT model.* [1]	$140.00[1]
	Side air bags	Std
18B [1]	Cab steps *Black Platform Running Boards.* [1]	$369.00[1]
LSL [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$495.00[1]
2SL [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use $649* [1]	$796.00[1]
VV [1]	Vent visors - stick-on style	$175.00[1]
RS [1]	Rainshields - flange style	$175.00[1]
BS [1]	Bug shield	$175.00[1]
	Trailer tow mirrors *Manual Tow mirrors std. (54k) Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals) included wth 90L.* [1]	Std[1]
WGG [1]	Wrap-around grille guard *Full Wrap around Grill Guard, Sterling or Warn brand. Includes winch plate. Requires 67h HD service suspension package at $124; Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).* [1]	$1,296.00[1]
62X [1]	Heavy duty aluminum tool box *Factory toolbox requires upgrade package XLT. NA with XL Base Vehicle. Aluminum toolbox, Single Lid locking; Delta, American, or Equal is available on all series; dealer installed $395* [1]	$529.00[1]
85L [1]	Bedliner *Plastic Drop in liner* [1]	$349.00[1]
85S [1]	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) *For Linex Brand HD Bed liner, use $575, Code LINX* [1]	$494.00[1]
41P [1]	Skid plates *Skid Plates, Transfer Case & Fuel Tank* [1]	$99.00[1]
213 [1]	Shift on the fly *Electronic-Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console)* [1]	$184.00[1]
TCD [1]	All terrain tread tires *LT265 OWL AT 17, LT245/75Rx17E BSW A/T (TBM $ 164). ADD $200 for remount OWL to Black side wall facing out.* [1]	$454.00[1]
N2 [1]	Nitrogen filled tires including spare tire	$245.00[1]

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BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

SpaceKap [1]	Steel truck cap *SpaceKap - 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,435. Add Service Pkg for $2,885.* [1]	$8,990.00[1]
	Tow hooks	Std
LG12 [1]	1,200 lb. lift gate *Thieman or Tommy Gate for Pickup bed or Service Body* [1]	$2,996.00[1]
8KW [1]	8,000 lb. winch with remote *Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings* [1]	$1,285.00[1]
HD TOW [1]	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. *Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add $245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.* [1]	$725.00[1]
LINX SB [1]	Spray-on bedliner for utility body *For rear bumper add $100. For Drop down doors both sides add $175. HD LINEX Brand.* [1]	$855.00[1]
RSB C2 [1]	Knapheide, Reading or approved equivalent utility body - specify *Reading Classic II: See (31b) Reading ship through. Flip top lids add $900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.* [1]	$5,875.00[1]
KSB 696J [1]	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add $800, master locks add $500, cabinet lights $500,power locks $850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit*[1]	$5,500.00[1]
RSB SL [1]	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) *Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add $900. Includes 66d bed credit.* [1]	$5,350.00[1]
PC [1]	Powder coating for utility body *Reading Brand only* [1]	NC[1]
FTC [1]	Fiberglass tonneau cover (painted to match) *May substitute Retrax bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty* [1]	$1,495.00[1]
FCHT [1]	Fiberglass cab high topper with front, side and rear windows (painted to match) *A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.* [1]	$1,715.00[1]
942 [1]	Daytime running lights *Permanent Daytime Running Lamps (942) replace the standard Daytime Running Lamps (DRL - On/Off Cluster Controllable)* [1]	$44.00[1]
DRL [1]	Immobilize daytime running lights *(On/Off Cluster Controllable)* [1]	Std[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

CS [1]	Cab shield headache rack (protects back of cab) *Solid Steel Bulkhead with Mesh Window. Use $450 when taking credit for stake front. For lighting plates add $225* [1]	$545.00 [1]
PRPU [1]	Pipe rack w/expanded metal basket over cab (for pickup bed) *Customizable options available* [1]	$1,790.00 [1]
PRSB [1]	Pipe rack w/expended metal basket over cab (for utility body) *Customizable options available* [1]	$1,846.00 [1]
SLR [1]	Single ladder rack side mounted (specify street or curbside) *Single Side* [1]	$796.00 [1]
	Front license bracket *Dealer Installed: $100* [1]	Std [1]
76C [1]	Backup alarm, factory installed *Exterior Back up Chime* [1]	$139.00 [1]
BUA [1]	Backup alarm, dealer installed *Whelen, or Ecco Brand* [1]	$139.00 [1]
871 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed *Rear View Camera (Electrochromic Mirror w/video display on XL; XL with 96V Value Package, XLT and Lariat display in center stack Screen; NA w/66D Pick Up Box Delete or 557 Airbag Delete) FOR (873): $199 Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D); req. 96V Value Pkg. or 585 AM/FM Stereo Single/CD for Fleet on XL)* [1]	$369.00 [1]
872 [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Rear Camera and Final assembly by dealer. Screen in Mirror (872) Add two hours labor.* [1]	$414.00 [1]
LapTop [1]	Optional equipment - specify *HaVis Premium PKG-PSM-242 package includes a heavy-duty vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm. The heavy-duty vehicle specific mounting base mounts to existing OEM seat bolts for easy installation (C-HDM-142) Heavy-duty height adjustable poles bolt to the vehicle specific base. precision machined parts eliminate metal-to-metal contact and allow for smooth movement during height adjustment. (C-HDM-202) Swing arms with motion adapters are ideal for computer usage from both the driver and front passenger seats. (C-MD-102) Side support arms add upper pole support for premium top level stability. (C-HDM-401)* [1]	$680.00 [1]
SafeT [1]	Optional equipment - specify *First Aid, Fire Extinguisher and DOT LED rechargeable warning lights. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) $229 (59H*)* [1]	$525.00 [1]
31v.31B [1]	Optional equipment - specify *Second Stage Manufacturer ship through for Reading (31b) at $543 and Knapheide (31v) at $260. Includes certification second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer.* [1]	$543.00 [1] $260.00
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00 [1]
Discount [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00 [1]

VEHICLE:	F-250 SD (X2B)			
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BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICKUP IS $3675. Chassis Cab & Cutaway vehicles use $2230. DIESEL Chassis Cab & Cutaway vehicles use $3525 ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $3715. Chassis Cab & Cutaway vehicles use $2280. DIESEL Chassis Cab & Cutaway vehicles use $3580. ADD $300 FOR Police, Emergency and Fire Use* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS $4320. GAS Chassis Cab & Cutaway vehicles use $2845. For DIESEL Chassis Cab & Cutaway vehicles use $4515. ADD $500 FOR Police, Emergency and Fire Use* [1]	$2,400.00[1]
GB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile, 3000 hr. Chassis GAS BaseCare "Ford Protect" at zero deductible use $2640. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible use $3225. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]
GE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS ExtraCare "Ford Protect" at zero deductible use $2945. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible use $3655. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis GAS PremiumCare "Ford Protect" at zero deductible use $3415. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible use $4235. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]
GB575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL BaseCare "Ford Protect" at zero deductible is $2925. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible is $3950. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$1,990.00[1]

VEHICLE:	F-250 SD (X2B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$25,250.00	$25,250.00	$25,563.00	$26,077.00

GE575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL ExtraCare "Ford Protect" at zero deductible is $3210. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible is $4525. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$2,350.00[1]
GP575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. 5 year, 75,000 mile 3000 hr. Chassis DIESEL PremiumCare "Ford Protect" at zero deductible is $3740. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible is $5320. Add $755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck* [1]	$3,240.00[1]

Federal Signal - SpectraLux Low Profile Part# - SIFZS-XXXXXXX	Federal Signal - SpectraLux ILS Low profile split front including driver and passenger side. Specify vehicle type.	$702	4
Federal Signal - MicroPulse Ultra Part# MPS620U-XX	Federal Signal - MicroPulse 6 and side marker mount for Chevy Caprice	$89	4
Federal Signal 2 head corner strobe kit. Part # 416200-XX	Corner LED Kit – Two Head Signal LED Kit (LDHF311 Includes 2 Spherical heads in 10' or 30' lengths with inline flasher; Nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$135	2
Federal Signal 4 head corner strobe kit. Part # 416400-XX	Corner LED Kit – Four Head Signal LED Kit (LDHF311. Includes 4 spherical heads in 10' or 30' lenghts with inline flasher, nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$328	4
SoundOff Compass Fender Light	Side Fender Lights for Ford PI sedan or Chevy Caprice, housing fits oem openening on side fender lights, can be purchased with GHOST or INTERSECTOR lighthead.	$328	4
ELUC2S010x (ea) kit price to inclu	Corner LED Kits – Soundoff Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$267	4
W-VERTEX	Corner LED Kits – (4) Whelen Vertex Series Hemispherical LED Light Head, choice of colors, red, blue, amber, white or combination - please specify colors. For surface mount where applicable add $50	$246 +50 $296.00	4 x135.00 $540.00

Comment Section:

For lighting prep time, please included one half hour x labor rate within representative specification. One half hour per vehicle.

A La Carte EXTRAS:

Underbody LEDs			
HG2 RUNNER 72	HG2 Emergency Lighting 72" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 68	HG2 Emergency Lighting 68" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 60	HG2 Emergency Lighting 60" 2 Piece Side Runner Lighting	$526	3
HG2 RUNNER 48	HG2 Emergency Lighting 48" 2 Piece Side Runner Lighting	$491	3
HG2 FRAME	HG2 Emergency Lighting Crossfire License Plate Frame	$350	1
ENL148-L/R	SoundOff - Pair of 48" single color undercarriage / rocker panel lights	$495	3.00
ENL160-L/R	SoundOff - Pair of 60" single color undercarriage / rocker panel lights	$715	3.00
FN-8816	Feniex - Pair of 64" single color undercarriage / rocker panel lights	$737	3.00
FN-8816D	Feniex - Pair of 64" dual color undercarriage / rocker panel lights	$1,045	3.00
TCRHS5	Whelen - Pair of 50" single color undercarriage / rocker panel lights (for sedans and SUVs)	$1,424	3.00
TCRHS6	Whelen - Pair of 60" single color undercarriage / rocker panel lights (for trucks)	$1,705	3.00
TCRHD5	Whelen - Pair of 50" dual color undercarriage / rocker panel lights (for sedans and SUVs)	$1,738	3.00
TCRHD6	Whelen - Pair of 60" dual color undercarriage / rocker panel lights (for trucks)	$2,090	3.00
TCRHT5	Whelen - Pair of 50" trio color undercarriage / rocker panel lights (for sedans and SUVs)	$2,068	3.00
TCRHT6	Whelen - Pair of 60" trio color undercarriage / rocker panel lights (for trucks)	$2,475	3.00
Radio Antennae Packages (includes coax cable, adapter, and antenna)			

DUVAL MOTOR COMPANY DBA DUVAL FORD LLC

WWW.DUVALFORD.COM

Pricing Sheet for Emergency Vehicle Lighting

Bid FSA16-VEL24.0 & FSA16-VEH 14.0

See individual Specification for Labor rate. Labor Rate x Labor Hours equals total Installation

Order Code	Add Options	Price	Labor Hrs.
Duval Ford guarantees the lowest price per final built vehicle. Send us any currrent contract quote for our competitive pricing guarantee! Duval Ford only uses certified UL, GXL, SXL wire and heat rated loom and connectors. Duval Ford absorbs this additonal cost to guarantee a quality install. 904-387-6541			
Premium Lightbar Package:			
FPLB - LED	Federal Signal (Model LGD45)	$1,733	7
FPLB _LED	Federal Signal (Model INTG44)	$2,805	7
SOPLB – LED DUAL COLOR	SoundOff Signal (Model ENFLB-SILVER)	$2,247	7
SOPLB – LED-TRI COLOR	SoundOff Signal (Model ENFLB-GOLD)	$2,758	7
STPLB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,625	7
STPLB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,839	7
WPLB – LED 1 TIER	Whelen (Model S8FSA1)	$1,921	7
WPLB – LED 2 TIER	Whelen (Model F8FSA1)	$2,563	7
WPLB – LED 3 TIER	Whelen (Model IG381FSA)	$3,438	7
Medium Lightbar Package:			
FMLB – LED	Federal Signal (Model LPX45Z)	$1,337	7
SOMLB – LED	SoundOff Signal (Model ENFLB- Bronze)	$1,738	7
STMLB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,551	7
STMLB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,735	7
WMLB – LED	Whelen (Model J8FSA1)	$1,562	7
Economic Lightbar Package:			
FELB – LED	Federal Signal (Model LPX45D)	$1,315	7
SOELB – LED	SoundOff Signal (Model EMG2000)	$1,525	7
STELB44-LED	STAR Emergency Lighting 44" LED Phazer bar	$1,408	7
STELB51-LED	STAR Emergency Lighting 51" LED Phazer bar	$1,619	7
WELB – LED	Whelen (Model F914G4)	$1,408	7
Premium Unmarked Patrol Package:			
FPUMP – LED	Federal Signal: Deluxe Unmarked Patrol Package	$2,189	7
HG2PUMP-LED	HG2 - Emergency Lighting: Premium Unmarked Patrol Package	$3,299	7
SOPUMP – LED	SoundOff Signal: Deluxe Unmarked Patrol Package	$2,074	7
STPUMP-LED	STAR Emergency Lighting Deluxe unmarked patrol package	$2,021	7
WPUMP – LED	Whelen: Deluxe Unmarked Patrol Package	$2,189	7
Economic Unmarked Patrol Package:			
FEUMP – LED	Federal Signal: Basic LED Unmarked Patrol Package	$1,221	7
HG2EUMP - LED	HG2 - Emergency Lighting: Economic Unmarked Patrol Package	$2,529	7
SOEUMP – LED	SoundOff Signal: Basic LED Unmarked Patrol Package	$1,278	7
STEUMP-LED	STAR Emergency Lighting Economy unmarked patrol package	$1,546	7
WEUMP – LED	Whelen: Basic All LED Unmarked Patrol Package	$1,282	7
Administrative Vehicle Package:			
FAVP	Federal Signal: Administrative Vehicle Package	$1,029	7
HG2AVP	HG2 Emergency Lighting: Administrative Unmarked Patrol Package	$1,869	7
SOAVP	SoundOff Signal: Administrative Vehicle Package	$1,278	7

STAVP-LED	STAR Emergency Lighting Administrative Vehicle Package	$1,184	7
WAVP	Whelen: Administrative Vehicle Package	$1,232	7
A La Carte Lights:			
CENCOM	Whelen Cencom - upgrade from 295slsa6, deluxe siren, microprocessor controlled	$281	2
WHELEN UP TA DUO	Whelen - upgrade WPLB 1 tier Premium Lightbar with DUO Color Traffic Advisor	$336	0
WHELEN UP FULLDUO	Whelen - upgrade WPLB 1 tier Premium Lightbar with Full DUO Color lightheads	$699	0
WHELEN UP FULL TRIO	Whelen - upgrade WPLB 1 tier Premium Lightbar with Full Trio Color lightheads	$1,517	0
WHELEN UP MED.DUO	Whelen - upgrade WMLB Medium Lightbar with DUO Color Traffic Advisor	$105	0
WHELEN UP ECO. DUO	Whelen - upgrade WELB Economy Lightbar with DUO Color Traffic Advisor	$105	0
WHELEN UP FOOT	Whelen - upgrade any Whelen Lightbar to fully adjustable mounting foot	$198	0
WHELEN UP DUO FRONT	Whelen - upgrade WPLB 1 tier Premium Lightbar with Front DUO Color lightheads	$336	0
Federal Signal - SpectraLux Viper	Federal Signal - Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	$211	3
W-RDL	Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	$219	2
L - SPOT	Left-hand pillar mounted 6" spotlight with clear halogen bulb	$215	2
LR - SPOT	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb	$438	3
Federal Signal - IMPAXX-IPX3 (2)	Federal Signal - LED, GEN 3 minimum, grille lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal or approved equivalent)	$101	3
Federal Signal - MicroPulse Ultra	Federal Signal- LED, GEN 3 minimum, rear view mirror flashing lights - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$44	3
Federal Signal - UltraStar Strobe B	Federal Signal - Roof-mount amber strobe beacon (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$109	2
Federal Signal - UltraStar LED Bea	Federal Signal - Roof-Mount Amber LED strobe beacon (Whelen, D&R Electronics or approved equivalent)	$130	2
Federal Signal - IMPAXX-IPX3 (2)	Federal Signal -LED, GEN 3 minimum, trunk lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$101	2
Federal Signal - Latitude Part# - S	Federal Signal - Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	$259	2
Federal Signal - ES100 and bracke	Federal Signal - 100-Watt, Compact Cast Siren Speaker with U-Bracket	$164	1
Federal Signal - SmartSiren Platin	Federal Signal Smart Siren - upgrade, deluxe siren, microprocessor controlled; w/RMK (ext. cable) and MNCT-SB (microphone) included	$648	0
W-GL	LED, GEN 3 minimum, grille lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal or approved equivalent)	$163	3

W-RML	LED, GEN 3 minimum, rear view mirror flashing lights - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$219	2
W-RBS	Roof-mount amber strobe beacon (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$66	2
W-RBL	Roof-Mount Amber LED strobe beacon (Whelen, D&R Electronics or approved equivalent)	$127	2
W-TLL	LED, GEN 3 minimum, trunk lights, 2 minimum - LED lights may be blue, red, amber or any combination - specify color (Whelen, Federal, SoundOff Signal, Rontan or approved equivalent)	$163	2
INCLUDED WITH WHELEN LIGHT	LED, GEN 3 minimum, integral directional arrow activated in lightbar (with controller if required) - LED lights may be blue, red, amber or any combination - specify color. Requires purchase of lightbar.	$0	2
TRAFFIC ADVISOR	Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	$374	2
ETSSL100-L	100-Watt, Compact Cast Siren Speaker with U-Bracket	$141	1
ETSA481CSP	SoundOff Signal ETSA481CSP - deluxe siren	$329	2
ETSA482RSP	SoundOff Signal ETSA482RSP- upgrade, 200 watt dual tone remote siren with lighting and arrow controls	$463	2
W-UGCC	Whelen Cencom - upgrade, deluxe siren, microprocessor controlled	$281	2
FLHP-XXX	Federal Signal - Headlight flashers, solid state	$47	1
W-UHF2150	Whelen - Headlight flashers, solid state	$32	1
ETFBSSN-P	SoundOff Signal – Tail light flashers	$42	1
SOUNDOFF ENT2B3x	Soundoff Signal - Intersector LED undermirror Light	$130	4
SOUNDOFF EPL8000	SoundOff Signal – EPL8000 Full Featured Interior Lightbar Eight 6-LED modules. with optional Two 6-LED Flashing Take-Downs Meets SAE specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	$834	5
FEDSIG PB	Federal Signal - Push Bumber - Ford Police Interceptor Utility including top channel.	$270	3
WHELEN HOWLER	Whelen Low Frequency Supplemental Siren, with Vehicle Mounting Bracket, available for: Ford Sedan and SUV Interceptor, Expedition, F250/F350, E-Series Van, Taurus and Explorer, Chevy Impala, Caprice, Tahoe, Suburban, Express, Silverado, Dodge Charger, and 4500	$435	2
SIGNAL D44	Signal D-44 Cyclone 100 Watt Speaker - Patent Pending Cyclonic Expansion chambers, rugged glass filled nylon housing	$142	1
CNSM4F-2647802	Federal Signal LED warning light with SignalMaster directional capability, multi-color capability, and full flood capability. 4 head front model.	$400	2
SIGNAL 9016	Signal 9016 LED Series StarBeam M-Tech LED Mini-Bar 20 flash patterns, and mounting kit. Please specify color(s).	$274	2
SIGNAL DL15	Interior Mount LED Light 12 LED Array, Gen 3 LED, Cig Plug w/ lighted on/off switch, flash pattern select button, 30 flash patterns, and mounting kit (Signal Vehicle Products DL15-12 or equivalent). Please specify color(s).	$240	2

SIGNAL LCS8	Combination 200 Watt Siren and 8 function light control panel including traffic director, dual color lighted keypad, 4 position progressive slide switch, LED speaker diagnostics, PA with noise canceling microphone (Signal Vehicle Products LCS 800 or equivalent).	$435	2
SIGNAL SPLIT PHANTOM	Low Profile Spilt Interior Front Mount LED Lightbar, 1" High Profile, No Drill Mounting with Vehicle Specific Mounting Kits (included), 35 flash patterns with pattern select button, Cig Plug w/ lighted on/off switch (Signal Vehicle Products "Split Phantom" ULB24 or equivalent) Please specify color(s).	$497	4
SIGNAL ULB44	Low Profile Interior Front Mount LED Lightbar, 1" High Profile, No Drill Mounting with Vehicle Specific Mounting Kits (included), 35 flash patterns with pattern select button, Red Map Light, Cig Plug w/ lighted on/off switch (Signal Vehicle Products "Phantom" ULB44 or equivalent). Please specify color(s).	$369	3
WHELEN I8	Whelen Full Featured Interior Lightbar Eight 3-LED Lamps, Upper Front Unit Mounted in a Rugged Housing That Fits Snugly Against the Front Window of the Vehicle, Two Piece, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs (one in each housing) Meets SAE and California Title XIII specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	$692	3
WHELEN UP 6	Upgrade Whelen Interior Lightbar to Eight 6-LED Lamps	$451	0
Federal Signal - MicroPulse Wide Angle and bracket. Part # MPSW9-X and MPSMW9-1	Federal Signal - MicroPulse Wide Angle Light. Product utilizes 9 LEDs providing 180 degree light source. Available in red, blue, white, and amber.	$125	3
Federal Signal - IMPAXX - IPX6 Part # IPX620B-XX	Federal Signal - LED warning light, dual color, with 12 LEDs per light head. Amber, blue, red, white, and green LEDs available.	$89	2
Federal Signal - SpectraLux ILS Part # SILSS-XXXXXXX	Federal Signal - SpectraLux ILS. Front split headliner. Ideal for slick-top applications. Red and blue with white flood feature.	$702	3
STSB4020	STAR 6 pos switch box. US Made	$98	2
STSB4040	STAR switch box w progressive slide feature	$121	2
STLCS850	STAR 200 Watt command center control Lights/siren/PA. US Made.	$534	2
STULB9LDC	STAR Mini Phantom. Dual Color LED Lineum Technology. All color combos. All white takedowns	$161	3
STULB28	STAR Phantom interior bar Lineum Technology. Thin profile. Dual color. 31 flash patterns.	$549	3
STULB38	STAR LED Gen 6 Lineum Technology Dual color traffic director undercover rear window bar	$329	3
STDLITE-2	STAR Micro LED Gen 6 Ultra low profile 3/8" thick. All color combos. 2 lights/2brackets	$154	3
STD-44-16	STAR Cyclone Speaker plus bracket. Rear facing driver. 100 watts. Patented. US Made	$138	3
STDLX6-2	STAR 6 LED high Intensity Gen 4. 25 patterns. 2 lights/2 brackets. All colors. US Made.	$150	3
Corner Strobe Kits:			
Federal Signal -Part #s SL4FXX,SL6FXX, SL8FXX	Federal Signal - Latitude Series warning light with Solaris 4,6, and 8 head models 3 LEDs per position, 10 flash patterns, 5 year warranty	$293	4

Federal Signal - SpectraLux Low Profile Part# - SIFZS-XXXXXXX	Federal Signal - SpectraLux ILS Low profile split front including driver and passenger side. Specify vehicle type.	$702	4
Federal Signal - MicroPulse Ultra Part# MPS620U-XX	Federal Signal - MicroPulse 6 and side marker mount for Chevy Caprice	$89	4
Federal Signal 2 head corner strobe kit. Part # 416200-XX	Corner LED Kit – Two Head Signal LED Kit (LDHF311 Includes 2 Spherical heads in 10' or 30' lengths with inline flasher; Nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$135	2
Federal Signal 4 head corner strobe kit. Part # 416400-XX	Corner LED Kit – Four Head Signal LED Kit (LDHF311. Includes 4 spherical heads in 10' or 30' lenghts with inline flasher, nickel plated aluminum housing with advanced thermal heat management. Colors: amber, blue, green, red, or white	$328	4
SoundOff Compass Fender Light	Side Fender Lights for Ford PI sedan or Chevy Caprice, housing fits oem openening on side fender lights, can be purchased with GHOST or INTERSECTOR lighthead.	$328	4
ELUC2S010x (ea) kit price to inclu	Corner LED Kits – Soundoff Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$267	4
W-VERTEX	Corner LED Kits – (4) Whelen Vertex Series Hemispherical LED Light Head, choice of colors, red, blue, amber, white or combination - please specify colors. For surface mount where applicable add $50	$246 +50 $296.00	4 x135.00 $540.00

Comment Section:

For lighting prep time, please included one half hour x labor rate within representative specification. One half hour per vehicle.

A La Carte EXTRAS:

Underbody LEDs			
HG2 RUNNER 72	HG2 Emergency Lighting 72" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 68	HG2 Emergency Lighting 68" 2 Piece Side Runner Lighting	$691	3
HG2 RUNNER 60	HG2 Emergency Lighting 60" 2 Piece Side Runner Lighting	$526	3
HG2 RUNNER 48	HG2 Emergency Lighting 48" 2 Piece Side Runner Lighting	$491	3
HG2 FRAME	HG2 Emergency Lighting Crossfire License Plate Frame	$350	1
ENL148-L/R	SoundOff - Pair of 48" single color undercarriage / rocker panel lights	$495	3.00
ENL160-L/R	SoundOff - Pair of 60" single color undercarriage / rocker panel lights	$715	3.00
FN-8816	Feniex - Pair of 64" single color undercarriage / rocker panel lights	$737	3.00
FN-8816D	Feniex - Pair of 64" dual color undercarriage / rocker panel lights	$1,045	3.00
TCRHS5	Whelen - Pair of 50" single color undercarriage / rocker panel lights (for sedans and SUVs)	$1,424	3.00
TCRHS6	Whelen - Pair of 60" single color undercarriage / rocker panel lights (for trucks)	$1,705	3.00
TCRHD5	Whelen - Pair of 50" dual color undercarriage / rocker panel lights (for sedans and SUVs)	$1,738	3.00
TCRHD6	Whelen - Pair of 60" dual color undercarriage / rocker panel lights (for trucks)	$2,090	3.00
TCRHT5	Whelen - Pair of 50" trio color undercarriage / rocker panel lights (for sedans and SUVs)	$2,068	3.00
TCRHT6	Whelen - Pair of 60" trio color undercarriage / rocker panel lights (for trucks)	$2,475	3.00

Radio Antennae Packages (includes coax cable, adapter, and antenna)

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CITY OF PORT ST LUCIE

Prepared for:	Contract Holder	DATE:
CITY OF PORT ST LUCIE SHERRI HAWES 772-871-5221 shawes@cityofpsl.com	*Duval Ford Fleet Sales* *Bambi Darr* *(Work) 904-388-2144* *(Fax) 904-387-6816* Bambi.Darr@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210* *CENTRAL*	12/6/16

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Labor	Code	Equipment		Price
0	SPEC 58	*2017 FORD F-250 3/4 TON EXTENDED CAB PICKUP TRUCK - 4X4 (X2B)*		$ 25,563.00
0	600A	XL TRIM PACKAGE		NC
0	996	6.2L V8 GAS ENGINE		NC
0	44S	6 SPEED AUTO TRANSMISSION		NC
0	164	164" WHEEL BASE 8' BED		NC
0	X3E	3.73 ELEC LOCKING AXLE		NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS		STD
0	STD	FULL SIZE SPARE TIRE AND RIM		STD
0	52B	ELECTRIC BRAKE CONTROLLER		$ 269.00
0	TINT	DEEP TINTED GLASS		$ 345.00
0	3K	ADDITIONAL KEY NO FOB		$ 140.00
0	18B	CAB STEPS		$ 369.00
0	VV	VENT VISORS- STICK ON STYLE		$ 175.00
0	HD TOW	TRAILER TOW PACKAGE		$ 725.00
0	KSB 696J	KNAPHEIDE SERVICE BODY 696J		$ 5,500.00
0	31V.31B	SHIP THROUGH TO INCLUDE CERTIFICATION, MSO, WEIGHT SLIP AND DEALER PDI		$ 260.00
0	76C	BACKUP ALARM		$ 139.00
4	W-VERTEX	4 CORNER VERTEX LED LIGHTS WITH SURFACE MOUNT (CLEAR)		$ 296.00
0				
0	Z1	EXTERIOR: OXFORD WHITE		NC
0	AS	INTERIOR: GRAY VINYL 40/20/40		STD
0		VINYL FLOOR		STD
0				
4	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	$135	$ 540.00
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.		
UNIT COST				$ 34,321.00
TOTAL QUANTITY	1	*TOTAL PURCHASE*		$ 34,321.00

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0	164	164" WHEEL BASE 8' BED		NC
0	X3E	3.73 ELEC LOCKING AXLE		NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS		STD
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0				
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UNIT COST				$ 36,167.00
TOTAL QUANTITY		1	*TOTAL PURCHASE*	$ 36,167.00

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CITY OF PORT ST LUCIE

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CITY OF PORT ST LUCIE	*Duval Ford Fleet Sales*	12/6/16
SHERRI HAWES	*Bambi Darr*	
772-871-5221	*(Work) 904-388-2144*	
shawes@cityofpsl.com	*(Fax) 904-387-6816*	
	Bambi.Darr@duvalfleet.com	
	1616 Cassat Ave. Jax, FL 32210	*CENTRAL*

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UNIT COST				$ 36,167.00
TOTAL QUANTITY	1	*TOTAL PURCHASE*		$ 36,167.00

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7R
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Procurement Management Director

FROM: Jason Bezak, Procurement Management Department

Agenda Item: Motion: E-Bid #20160071 Fencing & Safety Netting

Submittal Date: 12/14/2016

STRATEGIC PLAN LINK: Vision 2030, Principle A, Safe Community.

BACKGROUND: The City of Port St. Lucie boasts 40 unique parks and recreational facilities that require new fencing as well as maintenance on existing fencing. Safety Netting is needed for the baseball fields, tennis courts and numerous other recreational activities found in Port St. Lucie parks. Various other departments also utilize fencing for projects such as lift stations, RO Plants, Public Works Properties, K-9 Fields and other City properties.

The Bid for Fencing & Safety Netting was issued on September 28, 2016 to six-hundred-sixteen (616) potential suppliers with twenty (20) downloading the bid documents and being listed as plan holders. The E-Bid was opened on November 15, 2016 with two (2) firms submitting a proposal.

ANALYSIS: Staff reviewed the proposals and found that A Great Fence, LLC meets City standards and provides the best value to the City. A Great Fence, LLC provided the City's Fencing & Safety Netting for the past 5 years.

FINANCIAL INFORMATION: Funds are available in Various Departmental Operating Accounts.

LEGAL INFORMATION: Reviewed by Ella Gilbert on August 17, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval of award and Contract #20160071 Fencing & Safety Netting with A Great Fence, LLC 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 Contract period will be three (3) years with an option to renew for an additional three (3) year period.

SPECIAL CONSIDERATION: N/A.

PRESENTATION INFORMATION: N/A.

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: Throughout the City of Port St. Lucie.

ATTACHMENTS: Contract, Bid Tabulation Report, Winning Proposal, E-Bid, Addenda, Sign-In Sheets, Unsuccessful Proposals.

RECEIVED

DEC 1 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT SAINT LUCIE
CONTRACT #20160071

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 *A Great Fence, LLC, 515 NW Enterprise Drive, Port St. Lucie, Fl, 34986,* Telephone No. 772-812-0223 Fax No. 772-408-0272, 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: On A Per Project Basis

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

Contractor: Darrick Bailey, President
A Great Fence, LLC
515 NW Enterprise Drive
Port St. Lucie, Fl, 34986
Telephone: 772-209-2845 Fax: 772-408-0272
Email: collections@agreatfence.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160071, and all agenda, are made part of this Contract to provide Fencing and Safety Netting for the City of Port Saint Lucie.

Location: City of Port Saint Lucie

Scope of Work: Contractor shall furnish all labor, materials, tools, equipment, permits and supervision for fencing and netting services for the City of Port Saint Lucie. Contractor is responsible for the removal of old fencing and all other material associated with each project and dispose of properly from City property. Contractor shall install new fencing and/or sports netting only for this contract. 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, being extremely cautious. The Contractor will protect all adjacent areas by taking appropriate measures. All work must be ADA compliant.

MATERIALS - Chain Link

a. Fabric (Note: all fabric shall be attached with steel wire ties)

   i. Aluminum coated steel fabric, woven in a 2-inch mesh. Top and bottom selvages shall be knuckled. The fabric shall conform to the requirements of ASTM Designation A 491. The aluminum coating shall conform to the requirements of ASTM Designation A 817 for Type I coating with a minimum of 0.40 ounces per square foot of wire surface for fabric having a minimum tensile strength of 75,000 psi. Wire diameter should be a minimum of .148" after coating. Minimum breaking strength of 9 gauge-coated wire shall be 1,290 lbs. The weight of the coating shall be determined by the strip test as defined in ASTM Designation A 428. Fabric shall have a minimum 25-year written warranty against failure due to rust or corrosion. 6-gauge fabric must meet all applicable ASTM Designations as stated above.

   ii. Vinyl coated fabric: All standards for Vinyl Coated fabric(s) shall conform to and be applied in the same manner as described for aluminized fabric above.

b. Posts and Other Appurtenances: All posts and other appurtenances used in the construction of this fence shall be:

   Hot dipped galvanized with a minimum of 1.8 ounces per square foot of surface. Pipe sections shall conform to the requirements as in ASTM Designation F-1083-90 (Sch. 40). (Class 1, Grade A)

OUTSIDE DIAMETER,	WALL THICKNESS,	WEIGHT, FOOT
1.66	0.140	2.27
1.90	0.145	2.72
2.375	0.154	3.65
2.875	0.203	5.79
4.00	0.226	9.11
6.625	0.280	18.97

c. Sizes of posts, rails and gate frames

POST TYPE	FABRIC HEIGHTS	POST SIZE, O.D.
Terminal	Up to 6 ft.	2.37533 inches
	Over 6 ft.	2.875 inches
Line	Up to 6 ft.	1.900 inches
	Over 6 ft. to 10 ft.	0.375 inches
	Over 10 ft.	2.875 inches
Top Rails & Bracing	ALL	1.660 inches

POST TYPE	FABRIC HEIGHTS	GATE LEAF WIDTH	POST SIZE, O.D.
Gate	6ft. or less	4 ft. or less	2.375 inches
		Over 4 ft. to 7 ft.	2.875 inches
		Over 7 ft. to 11 ft.	4.000 inches
		Over 11 ft.	6.625 inches
	Over 6 ft.	6 ft. or less	2.875 inches
		Over 6 ft. to 12 ft.	4.000 inches
		Over 12 ft. to 18 ft.	6.625 inches
		Over 18 ft. to 24 ft.	8.625 inches
Gate Frames	ALL	6 ft. or less	1.900 inches
		Over 6 ft.	1.900 inches
Gate Bracing		Vertical bracing at Maximum intervals of 8 ft. Horizontal bracing for fabric heights 5 ft. and over.	1.900 inches

Gates:

Swing gates shall conform to the requirements of ASTM Designation F-900. Welded frames of same material as fence framework, all welds thoroughly cleaned and coated with a suitable rust preventive coating. Gate frames to have interior horizontal and/or vertical bracing wherever the height of the gate exceeds 5 ft. or the width exceeds 8 ft., and additional diagonal bracing for gate frames over 8 ft. wide. The gate fabric is to match that used for the fence.

Gate Hardware: Hinges, latches and all other moving parts of gates to be of certified malleable cast iron, with all components hot-dip galvanized. Hinges are to be an Industrial style 180-degree two-piece or Industrial bulldog style to permit a full 180" swing from the closed to the open position.

NOTE: The rear wheels and axles on sliding gates shall be malleable iron, Hearne Steel or equal.

d. Top Rail: To be swedged or plain end. If plain end, provide couplings approximately every 21 ft. Couplings are to be the outside sleeve type, at least 6 inches long and shall be galvanized steel.

e. Concrete: Concrete shall have a minimum compressive strength of 2500 psi at 28 days.
Acceptable products: ready mix or equal and quick set (hydraulic) cement.

f. Hardware: Miscellaneous hardware shall be of steel, malleable iron, ductile iron of standard design as specified. The hardware must conform to the requirements of the ASTM Designation F 626. All hardware must be ADA Compliant.

MATERIALS - Wood Fencing

a. Wood Fencing and Gates: Shall be constructed of pickets 5/8" thick x 6" in width nailed to 2 x 4 top, center and bottom rails. All lumber must be pressure treated pine with a minimum .25 retention.

b. Wood Posts: Shall be pressure treated pine with a minimum .40 retention.

c. Hardware: Shall be black painted steel and be ADA Compliant.

Sports Netting:
The City of Port Saint Lucie currently uses #36 Nylon Twisted-Knotted All Star Netting. Mesh is 1-3/4" with additional UV treatment and black color. Weight to Square Foot ratio is .04 and Approximate Break Strength of 380 pounds.

EXECUTION

NOTE: All arrangement and installation must conform to ASTM Designation F 567-8-84 for Chain Link Fencing and F 537-89 for Wood Fencing unless otherwise stipulated.

INSTALLATION

a. Post Setting: Line posts shall be set in holes 4 (4) times diameter of post. The depth shall be minimum of 24 inches plus an additional 3 inches for each 1 foot increase in the fence height over 4 foot. Ready mix concrete must cure a minimum of twelve (12) hours. Quick setting (hydraulic) cement must cure a minimum of two (2) hours.

b. Terminal and Gate Posts: Terminal post which exceed 5 foot and all gate posts shall be set as specified above. Terminal post that exceed 5 foot and all gate post shall be braced to the nearest post with a galvanized horizontal brace used

as a compression member and a galvanized 3/8 inch steel truss rod and truss tightened used as tension member. A 6 x 6 pressure treated pine gatepost must be used on the hinged side of all wooden gate openings. Ready mix concrete must cure a minimum of twenty-four (24 hours. Quick setting (hydraulic) cement must cure a minimum of two (2) hours.

c. Fabric: Fabric shall not be stretched until concrete footings have cured. Chain link fabric shall be placed on the side designated by the Purchaser and shall be stretched taut no more than 2 inches above finish grade and securely fastened to all posts. Rolls of wire fabric shall be joined by weaving a single strand into the ends of the foils to form a continuous mesh. Fabric shall be fastened to line posts at intervals not to exceed 12 inches and to top rail or tension were at intervals not exceeding 18 inches. All fabric shall be attached with steel wire ties.

CANTILEVER SLIDE GATES - (for large openings) Gates frames to be made of hot dip galvanized steel, be of modular design and fully adjustable.

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 III
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate three (3) years 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. 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

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 three (3) 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 below. The City shall make a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed upon completion of each project once accepted by the City.

Schedule A

Item	Description	Unit of Measure	Unit Price
1	Four Foot (4') High 6 Gauge Commercial Chain Link Fencing	LF	$12.67
2	Four Foot (4') High 9 Gauge Commercial Chain Link Fencing	LF	$9.84
3	Six Foot (6') High 6 Gauge Commercial Chain Link Fencing	LF	$16.80
4	Six Foot (6') High 9 Gauge Commercial Chain Link Fencing	LF	$12.70
5	Eight Foot (8') High 6 Gauge Commercial Chain Link Fencing	LF	$21.80
6	Eight Foot (8') High 9 Gauge Commercial Chain Link Fencing	LF	$16.44
7	Ten Foot (10') High 6 Gauge Commercial Chain Link Fencing	LF	$27.71
8	Ten Foot (10') High 9 Gauge Commercial Chain Link Fencing	LF	$20.77
9	Twelve Foot (12') High 6 Gauge Commercial Chain Link Fencing	LF	$35.84
10	Twelve Foot (12') High 9 Gauge Commercial Chain Link Fencing	LF	$27.64
11	Single Walk Gate, Commercial Chain Link (typically 4 ft.wide)	LF	$115.14
12	Double Drive Gate, Commercial Chain Link (typically 12ft. wide)	LF	$70.37
13	Four Foot (4') High Stockade Fencing	LF	$13.00
14	Four Foot (4') High Shadow Box or Board on Board	LF	$13.00
15	Six Foot (6') High Stockade Fencing	LF	$13.00
16	Six Foot (6') High Shadow Box or Board on Board	LF	$13.00
17	Eight Foot (8') High Stockade Fencing	LF	$18.00
18	Eight Foot (8') High Shadow Box or Board on Board	LF	$18.00
19	Removal of Existing Chain Link Fence (4'-6' High)	LF	$2.00
20	Removal of Existing Chain Link Fence (6'-8' High)	LF	$3.00

21	Removal of Existing Chain Link Fence (8'-12' High)	LF	$4.00
22	Removal of Existing Wood Fence	LF	$2.00
23	Scissor lift With Operator (25-30 ft tall)	HR	$80.00
24	#36 Nylon Twisted Knotted Netting	SF	$1.45
25	2" Mesh Privacy Fence Slats(Green, Tan or Black)	SF	$15.00
26	9 Gauge Chain Link W/ 1-3/4 Mesh	LF	$23.18
27	200 Series 88% Blockage Privacy Fence screen (Green)	LF	$5.00
All above prices include installation and delivery			

Material Markup for items not listed in Contract: Is Actual Cost + 18%.

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.

Each Project Manager (City Employee) shall request a proposal for each specific project. Contractor shall provide a proposal based on the unit prices in this contract. Project Manager shall review proposal for conformance to contract and issue the established contract visa order form for the project. Contractor shall not perform work until receipt of Visa Order Form.

Progress Payments – N/A

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.

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 or visa order #, Contract number, and release of liens.

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.

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 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 #20160071 – Fencing and Safety Netting 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, or 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.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

Fabric shall have a minimum 25-year written warranty against failure due to rust or corrosion. Six (6) -gauge fabric must meet all applicable ASTM Designations as stated above.

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 – 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 manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

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

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

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on

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

Adjustments - 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).

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.

SECTION XXII
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Director, Procurement Management Department

By: _____
Authorized Representative of A Great Fence, LLC

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2017.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*seal*)

BID TABULATION - E-BID #20160071 - FENCING AND SAFETY NETTING - OPENED: 11/15/2016-3:00:00 P.M.

				A Great Fence, LLC		Martin Fence Co.	
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
	Chain Link Fencing						
1	Four Foot (4') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	$12.67	$19,005.00	$27.00	$40,500.00
2	Four Foot (4') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	$9.84	$14,760.00	$22.00	$33,000.00
3	Six Foot (6') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	$16.80	$25,200.00	$35.00	$52,500.00
4	Six Foot (6') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	$12.70	$19,050.00	$30.00	$45,000.00
5	Eight Foot (8') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	$21.80	$32,700.00	$51.00	$76,500.00
6	Eight Foot (8') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	$16.44	$24,660.00	$42.00	$63,000.00
7	Ten Foot (10') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	$27.71	$41,565.00	$65.00	$97,500.00
8	Ten Foot (10') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	$20.77	$31,155.00	$55.00	$82,500.00
9	Twelve Foot (12') High 6 Gauge Commercial Chain Link Fencir	LF	1,500	$35.84	$53,760.00	$90.00	$135,000.00
10	Twelve Foot (12') High 9 Gauge Commercial Chain Link Fencir	LF	1,500	$27.64	$41,460.00	$75.00	$112,500.00
11	Single Walk Gate, Commercial Chain Link (typically 4 ft.wide)	LF	100	$115.14	$11,514.00	$125.00	$12,500.00
12	Double Drive Gate, Commercial Chain Link (typically 12ft. wid	LF	200	$70.37	$14,074.00	$125.00	$25,000.00
13	**Total for Chain Link/ Base Bid**				$328,903.00		$775,500.00
	Additional Unit Pricing						
	Wood Fencing						
16	Four Foot (4') High Stockade Fencing	LF	1,000	$13.00	$13,000.00	$0.00	$0.00
17	Four Foot (4') High Shadow Box or Board on Board	LF	1,000	$13.00	$13,000.00	$0.00	$0.00
18	Six Foot (6') High Stockade Fencing	LF	1,000	$13.00	$13,000.00	$0.00	$0.00
19	Six Foot (6') High Shadow Box or Board on Board	LF	1,000	$13.00	$13,000.00	$0.00	$0.00
20	Eight Foot (8') High Stockade Fencing	LF	1,000	$18.00	$18,000.00	$0.00	$0.00
21	Eight Foot (8') High Shadow Box or Board on Board	LF	1,000	$18.00	$18,000.00	$0.00	$0.00
22	**Fencing Removal**						
23	Removal of Existing Chain Link Fence (4'-6' High)	LF	2,000	$2.00	$4,000.00	$10.00	$20,000.00
24	Removal of Existing Chain Link Fence (6'-8' High)	LF	2,000	$3.00	$6,000.00	$12.00	$24,000.00
25	Removal of Existing Chain Link Fence (8'-12' High)	LF	2,000	$4.00	$8,000.00	$16.00	$32,000.00
26	Removal of Existing Wood Fence	LF	2,000	$2.00	$4,000.00	$18.00	$36,000.00
27	**Other**						
28	Scissor lift With Operator (25-30 ft tall)	HR	10	$80.00	$800.00	$100.00	$1,000.00
29	#36 Nylon Twisted Knotted Netting	SF	100,000	$1.45	$145,000.00	$2.50	$250,000.00
30	2" Mesh Privacy Fence Slats(Green, Tan or Black)	SF	100	$15.00	$1,500.00	$3.00	$300.00

				A Great Fence, LLC		Martin Fence Co.	
31	9 Gauge Chain Link W/ 1-3/4 Mesh	LF	1,000	$23.18	$23,180.00	$10.00	$10,000.00
32	200 Series 88% Blockage Privacy Fence screen (Green)	LF	5,000	$5.00	$25,000.00	$2.00	$10,000.00
All above prices include installation and delivery							
		Total Price		328,903.00			775,500.00
		Material Mark-Up		18.00%			25.00%
		Visa		Yes			Yes
		Bid Reply		Yes			Yes
		COI		Yes			Yes
		License		Yes			Yes
		W-9 Form		Yes			Yes
		Drug Free		Yes			Yes
		Checklist		Yes			Yes
		Vendor Code of Ethics		Yes			Yes
		Excel		Yes			Yes
		Bid Bond		Yes			Yes
		Contractor Verification Form		Yes			Yes
		Worker's Comp.		Yes			Yes
		Local Preference		Yes			No
		How Long in Business		10 Years			37 Years
		Employees on the Treasure Coast		30			3
		Employees for this Contract		30			11

Bids Received:	2
Planholders:	20
Suppliers Notified:	598
Supplemental Suppliers:	18
Non-Responsive Bidders:	0

E-Bid Reply Sheet/Questionnaire # 20160071
Fencing and Safety Netting

1. **COMPANY NAME**: A GREAT FENCE, LLC

DIVISION OF: N/A

PHYSICAL ADDRESS: 515 NW ENTERPRISE DRIVE

MAILING ADDRESS: 515 NW ENTERPRISE DRIVE

CITY, STATE, ZIP CODE: PORT ST LUCIE, FL 34986

TELEPHONE NUMBER: ( ) (772) 812-0223 FAX NO. ( ) (772) 408-0272

CONTACT PERSON: DARRICK BAILEY E-MAIL: bids@agreatfence.com

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

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

DARRICK BAILEY
President

N/A
Vice President

N/A
Treasurer

How long in present business: 10 YEARS How long at present location: 3 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 t the Treasure Coast Area? 30

How many employees do you have available for this contract? 30

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
1	9/29/2016
2	10/3/2016

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

5. BID RESPONSE:

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

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

5.3 Bid Reply Total from Schedule "A" on Lines #1-12: $ 328,903
(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/ Questionnaire #20160071 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal.)

5.4 Material Mark-Up for Items not listed in Contract: 18 %

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

Item	Description	Unit of Measure	Estimated Quantity
	Chain Link Fencing		
1	Four Foot (4') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
2	Four Foot (4') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
3	Six Foot (6') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
4	Six Foot (6') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
5	Eight Foot (8') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
6	Eight Foot (8') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
7	Ten Foot (10') High 6 Gauge Commercial Chain Link Fencing	LF	1,500

8	Ten Foot (10') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
9	Twelve Foot (12') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
10	Twelve Foot (12') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
11	Single Walk Gate, Commercial Chain Link (typically 4 ft.wide)	LF	100
12	Double Drive Gate, Commercial Chain Link (typically 12ft. wide)	LF	200
13	**Total for Chain Link/ Base Bid**		
14	**Additional Unit Pricing**		
15	**Wood Fencing**		
16	Four Foot (4') High Stockade Fencing	LF	1,000
17	Four Foot (4') High Shadow Box or Board on Board	LF	1,000
18	Six Foot (6') High Stockade Fencing	LF	1,000
19	Six Foot (6') High Shadow Box or Board on Board	LF	1,000
20	Eight Foot (8') High Stockade Fencing	LF	1,000
21	Eight Foot (8') High Shadow Box or Board on Board	LF	1,000
22	**Fencing Removal**		
23	Removal of Existing Chain Link Fence (4'-6' High)	LF	2,000
24	Removal of Existing Chain Link Fence (6'-8' High)	LF	2,000
25	Removal of Existing Chain Link Fence (8'-12' High)	LF	2,000
26	Removal of Existing Wood Fence	LF	2,000
27	**Other**		
28	Scissor lift With Operator (25-30 ft tall)	HR	10
29	#36 Nylon Twisted Knotted Netting	SF	100,000
30	2" Mesh Privacy Fence Slats(Green, Tan or Black)	SF	100
31	9 Gauge Chain Link W/ 1-3/4 Mesh	LF	1,000
32	200 Series 88% Blockage Privacy Fence screen (Green)	LF	5,000
All above prices include installation and delivery			

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.

100% SELF PERFORMED,

STEPHENS PIPE & STEEL LES DUNNE (800) 290-7473

10. List three (3) Fencing and Safety Netting 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, and 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: OCEAN BREEZE

Description: 3,000 LF OF PVC FENCE W/ LARGE CANTILEVER GATES

Location: JENSEN BEACH, FL

Height of Fence(ft): 6 FT

Date of Completion: 9/2016

Prime Contractor or Subcontractor: HOA, SELF PERFORMED

Client Name, Phone Number & Email: GARY, 443-497-7001

Value of Total Contract: HOA, SELF PERFORMED

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: N/A

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 2

Project Name: FEDEX WPB

Description: 3,000 LF OF PVC FENCE W/ LARGE CANTILEVER GATES

Location: JENSEN BEACH, FL

Height of Fence(ft): 6 FT & 8 FT

Date of Completion: 1/2016

Prime Contractor or Subcontractor: MERIDIAN D/B, SELF PERFORMED

Client Name, Phone Number & Email: JOE GRIMES, 847-374-9200

Value of Total Contract: $330K

Firm's Percentage of Total Contract:100%

Number of Change Orders: 2

Value of Change Orders: -$1,565 (SCOPE REDUCTION)

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 3

Project Name: HENDRY COUNTY NURSERY FARM FENCE

Description : 20,000 LF OF 5 STRAND BARB WIRE FENCE

Location: HENDRY COUNTY, FL

Height of Fence(ft): 4 FT

Date of Completion: 6/2015

Prime Contractor or Subcontractor: USACE, SELF PERFORMED

Client Name, Phone Number & Email: JON MORTON, (904) 233-0852

Value of Total Contract: $290k

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: N/A

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)

11. CERTIFICATION

This bid is submitted by: I (print) DARRICK BAILEY 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 Pres
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)

DRUG-FREE WORKPLACE FORM

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

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

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

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

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

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

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

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

Bidder's Signature

10-24-16
Date

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160071
Fencing and Safety Netting

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 A GREAT FENCE, LLC

Signature

Printed Name and Title DARRICK BAILEY, PRESIDENT

Date 10-26-16

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.

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160071
Fencing and Safety Netting

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: A GREAT FENCE, LLC

Corporate Title: _____

Address: 515 NW ENTERPRISE DRIVE

PORT ST LUCIE, FL 34986
(Zip Code)

By: DARRICK BAILEY PRESIDENT
(Print name) (Print title)

10-26-16
(Authorized Signature)

Telephone: ( ) (772) 812-0223

Fax: ( ) (772) 408-0272

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

County License # 23954 **(ATTACH COPY)**

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

Type of License: Certificate of Competency

Unlimited NO (yes/no)

If "NO", Limited to what trade? Fence Installation

CHECKLIST
E-BID #20160071
Fencing and Safety Netting

Name of Bidder: A GREAT FENCE, LLC

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

- ✓ E-Bid Reply Sheet #20160071 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, Contractor Verification Form. 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 Questionnaire
- ✓ 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 Excel Bid Reply Sheet in Excel Format

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-Bid 20160071
Fencing and Safety Netting
Excel Spreadsheet
Schedule "A"

Company Name: A GREAT FENCE, LLC

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Total
	Chain Link Fencing				
1	Four Foot (4') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	12.67	$19,005.00
2	Four Foot (4') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	9.84	$14,760.00
3	Six Foot (6') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	16.8	$25,200.00
4	Six Foot (6') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	12.7	$19,050.00
5	Eight Foot (8') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	21.8	$32,700.00
6	Eight Foot (8') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	16.44	$24,660.00
7	Ten Foot (10') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	27.71	$41,565.00
8	Ten Foot (10') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	20.77	$31,155.00
9	Twelve Foot (12') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	35.84	$53,760.00
10	Twelve Foot (12') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	27.64	$41,460.00
11	Single Walk Gate, Commercial Chain Link (typically 4 ft.wide)	LF	100	115.14	$11,514.00
12	Double Drive Gate, Commercial Chain Link (typically 12ft. wide)	LF	200	70.37	$14,074.00
13	**Total for Chain Link/ Base Bid**				$328,903.00
14	**Additional Unit Pricing**				
15	**Wood Fencing**				
16	Four Foot (4') High Stockade Fencing	LF	1,000	13	$13,000.00
17	Four Foot (4') High Shadow Box or Board on Board	LF	1,000	13	$13,000.00
18	Six Foot (6') High Stockade Fencing	LF	1,000	13	$13,000.00
19	Six Foot (6') High Shadow Box or Board on Board	LF	1,000	13	$13,000.00
20	Eight Foot (8') High Stockade Fencing	LF	1,000	18	$18,000.00
21	Eight Foot (8') High Shadow Box or Board on Board	LF	1,000	18	$18,000.00
22	**Fencing Removal**				
23	Removal of Existing Chain Link Fence (4'-6' High)	LF	2,000	2	$4,000.00
24	Removal of Existing Chain Link Fence (6'-8' High)	LF	2,000	3	$6,000.00
25	Removal of Existing Chain Link Fence (8'-12' High)	LF	2,000	4	$8,000.00
26	Removal of Existing Wood Fence	LF	2,000	2	$4,000.00
27	**Other**				
28	Scissor lift With Operator (25-30 ft tall)	HR	10	80	$800.00
29	#36 Nylon Twisted Knotted Netting	SF	100,000	1.45	$145,000.00
30	2" Mesh Privacy Fence Slats(Green, Tan or Black)	SF	100	15	$1,500.00
31	9 Gauge Chain Link W/ 1-3/4 Mesh	LF	1,000	23.18	$23,180.00
32	200 Series 88% Blockage Privacy Fence screen (Green)	LF	5,000	5	$25,000.00
	All above prices include installation and delivery				

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

Cashier's Check - Customer Copy

No. 1019603780

Void After 90 Days

30-1/1140
NTX

Date 10/25/16 12:25:41 PM

VETERAN'S PARKWAY
0009 0109482 0072

Pay BANK OF AMERICA FIVE ZERO ZERO 00 CTS CTS

***$500.00

To The Order Of CITY OF PORT ST LUCIE

Not-Negotiable
Customer Copy
Retain for your Records

Remitter (Purchased By): A GREAT FENCE LLC

001641001973

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

Bank of America

Cashier's Check

No. 1019603780

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

Void After 90 Days

30-1/1140
NTX

Date 10/25/16 12:25:41 PM

VETERAN'S PARKWAY
0009 0109482 0072

Pay BANK OF AMERICA FIVE ZERO ZERO 00 CTS CTS

***$500.00

To The Order Of CITY OF PORT ST LUCIE

Remitter (Purchased By): A GREAT FENCE LLC

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

AUTHORIZED SIGNATURE

⑈1019603780⑈ ⑆114000019⑆ 001641001973⑈

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

CITY OF PORT ST. LUCIE 8572
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY

EXPIRE: 9/30/17

BAILEY, DARRICK
A GREAT FENCE LLC
515 NW ENTERPRISE DR
PORT ST LUCIE, FL 34986

SIGNATURE_____

FENCE INSTALLATION

FL#: PSL - 9089

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2016 - 2017

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #1 Receipt #1002420

Type of business 1799 MISC/SPECIALTY CONTRACTOR (FENCING CONTRACTOR) Expires SEPTEMBER 30, 2017

DBA name A Great Fence LLC

Business Darrick Bailey

Mailing address: A Great Fence LLC
515 NW Enterprise Dr
Port St Lucie, FL 34986

Business location: 515 NW Enterprise Dr
Port St Lucie, FL 34986

RENEWAL

City of Pt St Lucie

Original tax:	$12.35		L06000055645
Penalty:			
Collection cost:		Paid 07/07/2016 12.35	0025-20160707-019175
Total:	$12.35		

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

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

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

Pursuant to Florida law, Local Business Taxes are subject to change.

A Great Fence LLC
515 NW Enterprise Dr
Port St Lucie, FL 34986

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.
A GREAT FENCE, 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) 5
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
515 NW ENTERPRISE DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
PORT ST LUCIE, FLORIDA 34986

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
7 2 – 1 6 1 6 7 2 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 10-26-16

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.

AGREA-1 OP ID: KM

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 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
Kearns Agency of Florida Inc.
P O Box 1849
Jensen Beach, FL 34958
Lawrence E. Kearns

CONTACT NAME: Lawrence E. Kearns
PHONE (A/C, No, Ext): 772-334-5822 FAX (A/C, No): 772-334-0940
E-MAIL ADDRESS: lekearns@bellsouth.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Co.	18988
INSURER B : Southern Owners Insurance Co.	10190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A Great Fence, LLC, Reel Fence Inc. and Quality Fence, Inc.
515 NW Enterprise Drive
Port St. Lucie, FL 34986

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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			72031135	08/13/2016	08/13/2017	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 X HIRED AUTOS X NON-OWNED AUTOS			48-886-408-00	07/18/2016	07/18/2017	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 X EXCESS LIAB CLAIMS-MADE DED RETENTION $			49-856741-01	08/13/2016	08/13/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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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AGREA-1 OP ID: KM

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DATE (MM/DD/YYYY) 10/26/2016

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Kearns Agency of Florida Inc.
P O Box 1849
Jensen Beach, FL 34958
Lawrence E. Kearns

CONTACT NAME: Lawrence E. Kearns
PHONE (A/C, No, Ext): 772-334-5822 FAX (A/C, No): 772-334-0940
E-MAIL ADDRESS: lekearns@bellsouth.net

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A Great Fence, LLC, Reel Fence Inc. and Quality Fence, Inc.
515 NW Enterprise Drive
Port St. Lucie, FL 34986

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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							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 X HIRED AUTOS X NON-OWNED AUTOS			48-886-408-00	07/18/2016	07/18/2017	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 X EXCESS LIAB CLAIMS-MADE DED RETENTION $			49-856741-01	08/13/2016	08/13/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$
	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						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

City of Pt.St.Lucie Procuremen
Management Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2016

PRODUCER
KRETSCHMER INS AGENCY INC
3109 Oleander Ave
Fort Pierce, FL 34982
(772) 467-6656

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
A Great Fence, LLC
Reel Fence Inc
515 NW Enterprise Dr
Port Saint Lucie, Fl 34986
(772) 812-0223

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: MARKEL INSURANCE COMPANY	38970
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMSMADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMSMADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC0012455-06	09/15/16	09/15/17	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	MWC0012455-05	09/15/15	09/15/16	E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Port St. Lucie Procurement
Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Angele Tree

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"A City for All Ages"

CITY OF PORT ST. LUCIE
Fencing and Safety Netting

Sealed Electronic Bid #20160071
(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 #20160071 for Fencing and Safety Netting on an as needed basis 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 3:00:00 PM on October 27, 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 quote opening date, whichever is shorter.

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

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

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

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

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

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to 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. Questions received after October 20, 2016 may not be answered, and will not be cause for additional compensation. The City will not be responsible for oral clarification of questions. To ensure fair consideration for all Bidder(s) it must clearly understand that Mr. Bezak is the only individual authorized to represent the City on this invitation to bid.

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 1-42
- E-Bid Reply Sheet/ Questionnaire #20160071 pages 12-16 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet
- Award will be based on Lines #1-12 on the E-Bid Reply Excel Spreadsheet that represents the best value to the City.

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 # 20160071
Fencing and Safety Netting

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to all Fencing and Safety Netting 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 permitting, labor, supervision, materials, equipment, machinery, tools, transportation, and other incidentals required for the completion of each fencing and/or safety netting project for the City of Port St. Lucie. Projects will be issued on an as needed basis as budget allows.

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

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

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

1. GENERAL REQUIREMENTS

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

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

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

promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s)

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective 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 #20160071. 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 #20160071 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 Unit price Bid from line #13 on the E-Bid Reply Excel Spreadsheet 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/ Questionnaire # 20160071 should be typed or printed and signed. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) files. **No hard copies will be accepted.**

A. Request Bid Specifications and all Attachments, #20160071 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet/Questionnaire # 20160071 & E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel and Word Office 2007 Professional. Enter unit price on the E-Bid Reply Excel Spreadsheet/ Questionnaire # 20160071 and save.

C. Complete company information on E-Bid Reply Sheet/Questionnaire #20160071.

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

D. Enter total price on E-Bid Reply Sheet/Questionnaire # 20160071. 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, and the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet/Questionnaire #20160071 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 #2016007 where indicated.

File #2

F. Upload and submit in one (1) PDF filed the E-Bid Reply Sheet/Questionnaire #20160071, 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 #20160071.

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

YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

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

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

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

1.10 Subcontracting or Assigning of the Contract – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet/Questionnaire #20160071.

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 Sheet/Questionnaire , to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

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

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

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

1.12.1 – Permit fees for fencing- $257.50

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

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

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

2. SPECIFIC REQUIREMENTS

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

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

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

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements - N/A

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

E-Bid Reply Sheet/Questionnaire # 20160071
Fencing and Safety Netting

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 t the Treasure Coast Area? _____

How many employees do you have available for this contract? _____

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" on Lines #1-12: $_____
(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/ Questionnaire #20160071 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal.)

5.4 Material Mark-Up for Items not listed in Contract: _____ %

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

Item	Description	Unit of Measure	Estimated Quantity
	Chain Link Fencing		
1	Four Foot (4') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
2	Four Foot (4') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
3	Six Foot (6') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
4	Six Foot (6') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
5	Eight Foot (8') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
6	Eight Foot (8') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
7	Ten Foot (10') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
8	Ten Foot (10') High 9 Gauge Commercial Chain Link Fencing	LF	1,500

9	Twelve Foot (12') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
10	Twelve Foot (12') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
11	Single Walk Gate, Commercial Chain Link (typically 4 ft.wide)	LF	100
12	Double Drive Gate, Commercial Chain Link (typically 12ft. wide)	LF	200
13	**Total for Chain Link/ Base Bid**		
14	**Additional Unit Pricing**		
15	**Wood Fencing**		
16	Four Foot (4') High Stockade Fencing	LF	1,000
17	Four Foot (4') High Shadow Box or Board on Board	LF	1,000
18	Six Foot (6') High Stockade Fencing	LF	1,000
19	Six Foot (6') High Shadow Box or Board on Board	LF	1,000
20	Eight Foot (8') High Stockade Fencing	LF	1,000
21	Eight Foot (8') High Shadow Box or Board on Board	LF	1,000
22	**Fencing Removal**		
23	Removal of Existing Chain Link Fence (4'-6' High)	LF	2,000
24	Removal of Existing Chain Link Fence (6'-8' High)	LF	2,000
25	Removal of Existing Chain Link Fence (8'-12' High)	LF	2,000
26	Removal of Existing Wood Fence	LF	2,000
27	**Other**		
28	Scissor lift With Operator (25-30 ft tall)	HR	10
29	#36 Nylon Twisted Knotted Netting	SF	100,000
30	2" Mesh Privacy Fence Slats(Green, Tan or Black)	SF	100
31	9 Gauge Chain Link W/ 1-3/4 Mesh	LF	1,000
32	200 Series 88% Blockage Privacy Fence screen (Green)	LF	5,000
All above prices include installation and delivery			

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) Fencing and Safety Netting 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, and 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:

Height of Fence(ft):

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:

Height of Fence(ft):

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:

Height of Fence(ft):

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)

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 #20160071

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

RECITALS

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

SECTION I
NOTICES

City Project Manager: On A Per Project Basis

City Contract Administrator: Jason Bezak
Procurement Management Department
Address: 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 #20160071, and all agenda, are made part of this Contract to provide Fencing and Safety Netting 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 fencing and netting services for the City of Port Saint Lucie. Contractor is responsible for the removal of old fencing and all other material associated with each project and dispose of

properly from City property. Contractor shall install new fencing and/or sports netting only for this contract. 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, being extremely cautious. The Contractor will protect all adjacent areas by taking appropriate measures. All work must be ADA compliant.

MATERIALS - Chain Link

a. Fabric (Note: all fabric shall be attached with steel wire ties)

   i. Aluminum coated steel fabric, woven in a 2-inch mesh. Top and bottom selvages shall be knuckled. The fabric shall conform to the requirements of ASTM Designation A 491. The aluminum coating shall conform to the requirements of ASTM Designation A 817 for Type I coating with a minimum of 0.40 ounces per square foot of wire surface for fabric having a minimum tensile strength of 75,000 psi. Wire diameter should be a minimum of .148" after coating. Minimum breaking strength of 9 gauge-coated wire shall be 1,290 lbs. The weight of the coating shall be determined by the strip test as defined in ASTM Designation A 428. Fabric shall have a minimum 25-year written warranty against failure due to rust or corrosion. 6-gauge fabric must meet all applicable ASTM Designations as stated above.

   ii. Vinyl coated fabric: All standards for Vinyl Coated fabric(s) shall conform to and be applied in the same manner as described for aluminized fabric above.

b. Posts and Other Appurtenances: All posts and other appurtenances used in the construction of this fence shall be:

   Hot dipped galvanized with a minimum of 1.8 ounces per square foot of surface. Pipe sections shall conform to the requirements as in ASTM Designation F-1083- 90 (Sch. 40). (Class 1, Grade A)

OUTSIDE DIAMETER,	WALL THICKNESS,	WEIGHT, FOOT
1.66	0.140	2.27
1.90	0.145	2.72
2.375	0.154	3.65
2.875	0.203	5.79
4.00	0.226	9.11
6.625	0.280	18.97

c. Sizes of posts, rails and gate frames

POST TYPE	FABRIC HEIGHTS	POST SIZE, O.D.

Terminal	Up to 6 ft.	2.375"
	Over 6 ft.	2.875"
Line	Up to 6 ft.	1.900"
	Over 6 ft. to 10 ft.	0.375"
	Over 10 ft.	2.875"
Top Rails & Bracing	ALL	1.660"

POST TYPE	FABRIC HEIGHTS	GATE LEAF WIDTH	POST SIZE, O.D.
Gate	6ft. or less	4 ft. or less	2.375"
		Over 4 ft. to 7 ft.	2.875"
		Over 7 ft. to 11 ft.	4.000"
		Over 11 ft.	6.625"
	Over 6 ft.	6 ft. or less	2.875"
		Over 6 ft. to 12 ft.	4.000"
		Over 12 ft. to 18 ft.	6.625"
		Over 18 ft. to 24 ft.	8.625"
Gate Frames	ALL	6 ft. or less	1.900"
		Over 6 ft.	1.900"
Gate Bracing		Vertical bracing at Maximum intervals of 8 ft. Horizontal bracing for fabric heights 5 ft. and over.	1.900"

Gates:

Swing gates shall conform to the requirements of ASTM Designation F-900. Welded frames of same material as fence framework, all welds thoroughly cleaned and coated with a suitable rust preventive coating. Gate frames to have interior horizontal and/or vertical bracing wherever the height of the gate exceeds 5 ft. or the width exceeds 8 ft., and additional diagonal bracing for gate frames over 8 ft. wide. The gate fabric is to match that used for the fence.

Gate Hardware: Hinges, latches and all other moving parts of gates to be of certified malleable cast iron, with all components hot-dip galvanized. Hinges are to be an Industrial style 180-degree two-piece or Industrial bulldog style to permit a full 180" swing from the closed to the open position.

NOTE: The rear wheels and axles on sliding gates shall be malleable iron, Hearne Steel or equal.

d. Top Rail: To be swedged or plain end. If plain end, provide couplings approximately every 21 ft. Couplings are to be the outside sleeve type, at least 6 inches long and shall be galvanized steel.

e. Concrete: Concrete shall have a minimum compressive strength of 2500 psi at 28 days.
Acceptable products: ready mix or equal and quick set (hydraulic) cement.

f. Hardware: Miscellaneous hardware shall be of steel, malleable iron, ductile iron of standard design as specified. The hardware must conform to the requirements of the ASTM Designation F 626. All hardware must be ADA Compliant.

MATERIALS - Wood Fencing

a. Wood Fencing and Gates: Shall be constructed of pickets 5/8" thick x 6" in width nailed to 2 x 4 top, center and bottom rails. All lumber must be pressure treated pine with a minimum .25 retention.

b. Wood Posts: Shall be pressure treated pine with a minimum .40 retention.

c. Hardware: Shall be black painted steel and be ADA Compliant.

Sports Netting:
The City of Port Saint Lucie currently uses #36 Nylon Twisted-Knotted All Star Netting. Mesh is 1-3/4" with additional UV treatment and black color. Weight to Square Foot ratio is .04 and Approximate Break Strength of 380 pounds.

EXECUTION

NOTE: All arrangement and installation must conform to ASTM Designation F 567-8-84 for Chain Link Fencing and F 537-89 for Wood Fencing unless otherwise stipulated.

INSTALLATION

a. Post Setting: Line posts shall be set in holes 4 (4) times diameter of post. The depth shall be minimum of 24 inches plus an additional 3 inches for each 1 foot increase in the fence height over 4 foot. Ready mix concrete must cure a minimum of twelve (12) hours. Quick setting (hydraulic) cement must cure a minimum of two (2) hours.

b. Terminal and Gate Posts: Terminal post which exceed 5 foot and all gate posts shall be set as specified above. Terminal post that exceed 5 foot and all gate post shall be braced to the nearest post with a galvanized horizontal brace used as a compression member and a galvanized 3/8 inch steel truss rod and truss tightened used as tension member. A 6 x 6 pressure treated pine gatepost must

be used on the hinged side of all wooden gate openings. Ready mix concrete must cure a minimum of twenty-four (24 hours. Quick setting (hydraulic) cement must cure a minimum of two (2) hours.

c. Fabric: Fabric shall not be stretched until concrete footings have cured. Chain link fabric shall be placed on the side designated by the Purchaser and shall be stretched taut no more than 2 inches above finish grade and securely fastened to all posts. Rolls of wire fabric shall be joined by weaving a single strand into the ends of the foils to form a continuous mesh. Fabric shall be fastened to line posts at intervals not to exceed 12 inches and to top rail or tension were at intervals not exceeding 18 inches. All fabric shall be attached with steel wire ties.

CANTILEVER SLIDE GATES - (for large openings) Gates frames to be made of hot dip galvanized steel, be of modular design and fully adjustable.

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 III
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate three (3) years 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. 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

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 three (3) 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 the Unit prices listed below. The City shall make a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed upon completion of each project once accepted by the City.

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.

Progress Payments – N/A

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.

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 or visa order #, Contract number, and release of liens.

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.

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 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 #20160071 – Fencing and Safety Netting 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, or 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.

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

Fabric shall have a minimum 25-year written warranty against failure due to rust or corrosion. Six (6) -gauge fabric must meet all applicable ASTM Designations as stated above.

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 – 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 manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

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

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide

workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

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

Adjustments - 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).

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.

SECTION XXII
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

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 #20160071
Fencing and Safety Netting

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

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer_____

Signature _____

Printed Name and Title _____

Date _____

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

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160071
Fencing and Safety Netting

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

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

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

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CHECKLIST
E-BID #20160071
Fencing and Safety Netting

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 #20160071 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, Contractor Verification Form. 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 Questionnaire

_____ 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 Excel Bid Reply Sheet in Excel Format

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

BID ADDENDUM # 1
BID # 20160071
Addendum Date: 9/29/2016

Bid Name: Fencing & Safety Netting

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

Question

1.
Q. Going through the specifications for this project there doesn't seem to be a lot of information about the sports netting besides material specifications. Is this being installed on existing poles? Are there any pictures available of the site?

A. The City does not have any photos at this time, but they can be obtained if needed. All safety netting will be attached to existing poles, fencing or steel cables. No Zip-ties will be used to attach netting to existing hardware. Hog rings, nylon rope and steel ties may be used. Keep in mind that very small modifications may be in order at one or two locations as a few support poles and steel cables are missing or have never been installed. All work will be performed overhead not to exceed 30'.

NOTE: The bid opening date remains the same.

Instructions to Bidder:

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

BID OPENING ATTENDANCE
SEALED E-BID # 20160071
FENCING AND SAFETY NETTING
November 15, 2016 @ 3:00:00 p.m.

	Agency	Print Name	E-Mail
1	PMD	Jason Bezak	jbezak@cityofpsl.com
2	PMD	Brenda Leo	bleo@cityofpsl.com
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

E-Bid Reply Sheet/Questionnaire # 20160071
Fencing and Safety Netting

1. COMPANY NAME: MARTIN FENCE CO.

DIVISION OF: _____

PHYSICAL ADDRESS: 862 13TH ST, LAKE PARK, FL 33403

MAILING ADDRESS: 862 13TH ST.

CITY, STATE, ZIP CODE: LAKE PARK, FL, 33403

TELEPHONE NUMBER: ( ) 561.848.2688 FAX NO. ( ) 561.848.4466

CONTACT PERSON: ROBERT GREENE E-MAIL: RGREENE@MARTINFENCE.COM

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

ROBERT GREENE
President

MARTIN GREENE
Vice President

ROBERT GREENE
Treasurer

How long in present business: 37 YRS. How long at present location: 37 YRS.

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

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

How many employees are living in t the Treasure Coast Area? 3

How many employees do you have available for this contract? 11

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
ADDENDUM #1	9/29/2016
ADDENDUM #2	10/5/2016
ADDENDUM #3	10/27/2016
ADDENDUM #4	11/2/2016

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

5. BID RESPONSE:

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

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

5.3 Bid Reply Total from Schedule "A" on Lines #1-12: $ 775,500.00
(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/ Questionnaire #20160071 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal.)

5.4 Material Mark-Up for Items not listed in Contract: 25 %

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

Item	Description	Unit of Measure	Estimated Quantity
	Chain Link Fencing		
1	Four Foot (4') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
2	Four Foot (4') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
3	Six Foot (6') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
4	Six Foot (6') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
5	Eight Foot (8') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
6	Eight Foot (8') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
7	Ten Foot (10') High 6 Gauge Commercial Chain Link Fencing	LF	1,500

8	Ten Foot (10') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
9	Twelve Foot (12') High 6 Gauge Commercial Chain Link Fencing	LF	1,500
10	Twelve Foot (12') High 9 Gauge Commercial Chain Link Fencing	LF	1,500
11	Single Walk Gate, Commercial Chain Link (typically 4 ft.wide)	LF	100
12	Double Drive Gate, Commercial Chain Link (typically 12ft. wide)	LF	200
13	**Total for Chain Link/ Base Bid**		
14	**Additional Unit Pricing**		
15	**Wood Fencing**		
16	Four Foot (4') High Stockade Fencing	LF	1,000
17	Four Foot (4') High Shadow Box or Board on Board	LF	1,000
18	Six Foot (6') High Stockade Fencing	LF	1,000
19	Six Foot (6') High Shadow Box or Board on Board	LF	1,000
20	Eight Foot (8') High Stockade Fencing	LF	1,000
21	Eight Foot (8') High Shadow Box or Board on Board	LF	1,000
22	**Fencing Removal**		
23	Removal of Existing Chain Link Fence (4'-6' High)	LF	2,000
24	Removal of Existing Chain Link Fence (6'-8' High)	LF	2,000
25	Removal of Existing Chain Link Fence (8'-12' High)	LF	2,000
26	Removal of Existing Wood Fence	LF	2,000
27	**Other**		
28	Scissor lift With Operator (25-30 ft tall)	HR	10
29	#36 Nylon Twisted Knotted Netting	SF	100,000
30	2" Mesh Privacy Fence Slats(Green, Tan or Black)	SF	100
31	9 Gauge Chain Link W/ 1-3/4 Mesh	LF	1,000
32	200 Series 88% Blockage Privacy Fence screen (Green)	LF	5,000
	All above prices include installation and delivery		

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.

MERCHANTS METALS - MATERIAL SUPPLIER

1601 HILL AVE STE. B, WEST PALM BEACH, FL 33407 (561) 478-0059

ATTN: DAVE HICKERSON

10. List three (3) Fencing and Safety Netting 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, and 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: TOWN OF DAVIE

Description: FURNISH & INSTALL 619LF OF 6' 6 GA. BLACK VINYL CHAIN LINK FENCE

Location: IMAGINATION FARMS TRAIL

Height of Fence(ft): 6'

Date of Completion: 8-1-2015

Prime Contractor or Subcontractor: MARTIN FENCE CO.

Client Name, Phone Number & Email: KEVIN MONTALDI , 9544109035, KEVIN_MONTALDI@ DAVIE-FL.GOV

Value of Total Contract: $23,837.00

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 2

Project Name: INDIAN RIVER SCHOOL DISTRICT -- DODGERTOWN ELEMENTARY

Description: FURNISH & INSTALL 1382 LF OF 6' BVCL W. 309 LF OF FENCE REMOVAL

Location: 4350 43RD AVE. VERO BEACH, FL 32967

Height of Fence(ft): 6'

Date of Completion: 9/15/2014

Prime Contractor or Subcontractor: MARTIN FENCE CO (PRIME CONTRACTOR)

Client Name, Phone Number & Email: PETER COPEMAN, 7725645020, PETER.COPEMAN@INDIANRIVERSCHOOLS.ORG

Value of Total Contract: $62,534.00

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: ZACHRY INDUSTRIAL - PORT EVERGLADES

Description : FURNISH AND INSTALL 3 EA. 7' X 20' CANTILEVER SLIDE GATES, 1 EA. 10' X 20' CANTILEVER SLIDE GATE, AND 7' & 10' PERIMETER FENCES AROUND POWERPLANT

Location: PORT EVERGLADES - 8100 EISENHOWER BLVD, FORT LAUDERDALE, FL 33316

Height of Fence(ft): 7' & 10'

Date of Completion: 10/7/2016

Prime Contractor or Subcontractor: SUBCONTRACTOR TO ZACHRY INDUSTRIAL

Client Name, Phone Number & Email: BRANDON LOEHR, LOEHRB@ZHI.COM, 2108894991

Value of Total Contract: $600,000.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 7

Value of Change Orders: $72,000.00

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)

11. CERTIFICATION

This bid is submitted by: I (print) ROBERT GREENE 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)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that MARTIN FENCE CO 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

10/26/2016
Date

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160071
Fencing and Safety Netting

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 MARTIN FENCE CO

Signature

Printed Name and Title ROBERT GREENE PRESIDENT

Date 10/26/2016

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

CITY OF PORT ST. LUCIE, FLORIDA
E-BID #20160071
Fencing and Safety Netting

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: MARTIN FENCE CO

Corporate Title: MARTIN FENCE CORPORATION

Address: 862 13TH ST LAKE PARK FL

33403
(Zip Code)

By: ROBERT GREENE PRESIDENT
(Print name) (Print title)

(Authorized Signature)

Telephone: (561) 848-2688

Fax: (561) 848-4466

State License # N/A **(ATTACH COPY)**

County License # U-10591 **(ATTACH COPY)**

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

Type of License: FENCE CONTRACTOR

Unlimited NO (yes/no)

If "NO", Limited to what trade? FENCE

CHECKLIST
E-BID #20160071
Fencing and Safety Netting

Name of Bidder: MARTIN FENCE CO

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 #20160071 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, Contractor Verification Form. 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 Questionnaire
- ✓ 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 Excel Bid Reply Sheet in Excel Format

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

MARTINF OP ID: JT

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 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
SLATON INSURANCE
P.O. Box 220537
West Palm Beach, FL 33422
Casey Cunniff, CPCU

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Bridgefield Employers Ins.Co.	10701
INSURER B: Owners Insurance Co	32700
INSURER C: Auto-Owners Insurance Company	18988
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Martin Fence Company
Rob Greene
862 13th Street
Lake Park, FL 33403

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	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		7258242915	12/01/2015	12/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		4128478803	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			4128478802	12/01/2015	12/01/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83041150	03/01/2016	03/01/2017	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are named as additional insured with respects to General Liability and Auto Liability when required by written contract per endorsements #55205 and #89304. Re: Contract #20160071 - Fencing and Safety Netting. FOR BIDDING

CERTIFICATE HOLDER

CITYPTS

City Of Port St Lucie
121 SW Port St Lucie Boulevard
Port St Lucie, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Casey Cunniff

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AUTOMATIC DESIGNATED INSURED - BLANKET COVERAGE

Automobile Policy

SECTION II - LIABILITY COVERAGE is provided to any person or organization only to the extent such person or organization is liable for **your** conduct arising from an **automobile** to which **SECTION II - LIABILITY COVERAGE** applies.

The insurance provided by this endorsement does not apply to any extension of **SECTION II - LIABILITY COVERAGE** provided elsewhere in this policy.

All other policy terms and conditions apply.

(30) Day Notice of Cancellation to the City except (10 Days for Non Paymnet. For Bidding.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization (Additional Insured):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services office, Inc., 1984, 2003.

IMPORTANT!

THIS IS YOUR CERTIFICATE OF COMPETENCY
PALM BEACH COUNTY, FLORIDA

Detach card ➡ from this form

PALM BEACH COUNTY CONTRACTORS
CERTIFICATE OF COMPETENCY

CERTIFICATE # U-10591

EXPIRATION 09/30/2017

NAME : ROBERT L GREENE
FIRM : MARTIN FENCE CO INC

DBA :

862 13TH ST
LAKE PARK, FL 33403

CERTIFIED CONTRACTOR
FENCE CONTRACTOR

FEE : 250.00
ISSUED BY : SARREBATO ON : 07/21/2015
ID #0006465

Signature: _____
Contractor Signature Required

Detach card ⬅ from this form

1) PLEASE CHECK ALL INFORMATION TO ENSURE THAT IT IS CORRECT

2) CERTIFICATE MUST BE SIGNED

3) FOLD THE CARD WHERE INDICATED FOR EASE IN CARRYING

CITY OF PORT ST. LUCIE 374
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY
EXPIRE: 9/30/17

GREENE, ROBERT
MARTIN FENCE CO
862 13TH STREET
LAKE PARK, FL 33403

SIGNATURE_____

FENCE INSTALLATION

FL#: PSL - 1710

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.
MARTIN FENCE CO.

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.)
3601 13TH ST

Requester's name and address (optional)

6 City, state, and ZIP code
LAKE PARK, FL, 33403

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 8 9 2 2 6 3

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 ▶ 10-26-16

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.

151933

REMITTER
MARTIN FENCE CO.

Flagler Bank
West Palm Beach, FL
24 HOUR ACCOUNT INFORMATION
(866) 256-3802

63-1496/670

DATE 10/26/2016

PAY TO THE ORDER OF ***CITY OF PORT ST.LUCIE***

THE SUM 500 DOLS 00 CTS

$ ***500.00***

DOLLARS

This document has a colored background, Foil Guard and a backside authentic watermark; absence of these features will indicate a copy.

OFFICIAL CHECK

Darla Mickal

⑈151933⑈ ⑆067014961⑆ 0014533⑈

© DELUXE CRESTWOOD

E-Bid 20160071
Fencing and Safety Netting
Excel Spreadsheet
Schedule "A"

Company Name: MARTIN FENCE CO

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Total
	Chain Link Fencing				
1	Four Foot (4') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	27	$40,500.00
2	Four Foot (4') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	22	$33,000.00
3	Six Foot (6') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	35	$52,500.00
4	Six Foot (6') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	30	$45,000.00
5	Eight Foot (8') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	51	$76,500.00
6	Eight Foot (8') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	42	$63,000.00
7	Ten Foot (10') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	65	$97,500.00
8	Ten Foot (10') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	55	$82,500.00
9	Twelve Foot (12') High 6 Gauge Commercial Chain Link Fencing	LF	1,500	90	$135,000.00
10	Twelve Foot (12') High 9 Gauge Commercial Chain Link Fencing	LF	1,500	75	$112,500.00
11	Single Walk Gate, Commercial Chain Link (typically 4 ft.wide)	LF	100	125	$12,500.00
12	Double Drive Gate, Commercial Chain Link (typically 12ft. wide)	LF	200	125	$25,000.00
13	**Total for Chain Link/ Base Bid**				$775,500.00
14	**Additional Unit Pricing**				
15	**Wood Fencing**				
16	Four Foot (4') High Stockade Fencing	LF	1,000	0	$0.00
17	Four Foot (4') High Shadow Box or Board on Board	LF	1,000	0	$0.00
18	Six Foot (6') High Stockade Fencing	LF	1,000	0	$0.00
19	Six Foot (6') High Shadow Box or Board on Board	LF	1,000	0	$0.00
20	Eight Foot (8') High Stockade Fencing	LF	1,000	0	$0.00
21	Eight Foot (8') High Shadow Box or Board on Board	LF	1,000	0	$0.00
22	**Fencing Removal**				
23	Removal of Existing Chain Link Fence (4'-6' High)	LF	2,000	10	$20,000.00
24	Removal of Existing Chain Link Fence (6'-8' High)	LF	2,000	12	$24,000.00
25	Removal of Existing Chain Link Fence (8'-12' High)	LF	2,000	16	$32,000.00
26	Removal of Existing Wood Fence	LF	2,000	18	$36,000.00
27	**Other**				
28	Scissor lift With Operator (25-30 ft tall)	HR	10	100	$1,000.00
29	#36 Nylon Twisted Knotted Netting	SF	100,000	2.5	$250,000.00
30	2" Mesh Privacy Fence Slats(Green, Tan or Black)	SF	100	3	$300.00
31	9 Gauge Chain Link W/ 1-3/4 Mesh	LF	1,000	10	$10,000.00
32	200 Series 88% Blockage Privacy Fence screen (Green)	LF	5,000	2	$10,000.00
	All above prices include installation and delivery				

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7S
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Cheryl Shanaberger, Director-Procurement Management Dept.
Joel Dramis, Building Official
Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170077 – Six (6) New 2017 Ford F150 ½ ton Extended Cab Pickup Truck 4x2 (X1C) – This will be reflected on the Council Agenda January 9, 2017

Submittal Date: 12/22/2016

STRATEGIC PLAN LINK: Goal 2015-2020, Goal 1, Financially Sound City, High Performance City Organization, "Maintain high customer satisfaction with City services".

BACKGROUND: The Building Department is in need of purchasing six (6) new 2017 Ford F150 Extended Cab Pickup Trucks 4x2 XIC. Five (5) vehicles will be for Field Inspections, and one (1) for Licensing. The current vehicles have exceeded their life cycle. To avoid future maintenance cost and the down time of these vehicles, replacement is recommended.

ANALYSIS: Staff has reviewed the Florida Sheriff's Contract #FSA16-VEL-24 cost for six (6) new 2017 Ford F150 ½ ton extended cab pickup truck 4x2 X1C. The cost per vehicle is $20,194.00 for the 2017 year models totaling $121,164.00. The State Contract pricing for the 2017 vehicles would cost approximately $234.00 more per vehicle. The City will have an approximate cost savings of $1,404.00 by purchasing these vehicles from the FSA Contract.

FINANCIAL INFORMATION: Funds are available in the Building Department Licensing and Field Inspections Divisions.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, equal to or lower than existing State Contract, Chapter 35.06, participate in the Florida Sheriffs Association & Florida Association of Counties Contract # FSA16-VEL24, to purchase six (6) vehicles from Hub City Ford for a total cost, of $121,164.00

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote from Hub City and FSA Vehicle Specifications #51.

*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.

Fleet Department
windrow1@windrowfleetsales.com

HUB City Ford

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

22-Dec
SHERRI HAWES
CITY OF PORT ST LUCIE
772-871-5221
772-871-7337
SHAWES@CITYOFPSI.COM

Contract # FSA16-VEL-24

Exterior Vehicle Color	Emergency Lighting:	Driver side	Passenger side
	Color / Lights		
Interior Vehicle Color	Color / Lenses		

We Appreciate your interest in the 2017/2018Florida Sheriff's Association of counties purchasing contract.
Listed below are items we discussed.

		Price
	2017 FORD F-150 SUPER CAB (X1C) SPEC #51	$19,399.00
AK-FK	THIRD KEY & FOBS	$275.00
FM	FLOOR MATES	$396.00
85H	BACK-UP ALARM	$124.00
		$20,194.00
	6 X	$121,164.00

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

4060 South Ferdon Blvd., Crestview, FL 32536

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON EXTENDED CAB PICKUP TRUCK - 4X2 SPECIFICATION #51

2017 Ford F-150 (X1C)

The Ford F-150 (X1C) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$19,299.00	$19,299.00	$19,399.00	$19,499.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-150 (X1C)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$19,299.00	$19,299.00	$19,399.00	$19,499.00

Order Code	Delete Options	All Zones
	AM/FM stereo radio	NA
	Air conditioning	NA
	Full size spare tire and rim	NA

Order Code	Add Options	All Zones
99P [1]	Engine upgrade - specify *2.7L V-6 ECOBOOST ENG* [1]	$794.00[1]
99F [1]	Engine upgrade - specify *5.0L V-8 ENG OR 3.5L V-6 ECOBOOST ENG $2894.00* [1]	$1,594.00[1]
98G [1]	Bi-fuel model - specify *REQ 5.0L V8 ENG GASEOUS PREP ENG* [1]	$314.00[1]
98G [1]	CNG model - specify *REQ 5.0L V8 GASEOUS PREP ENG* [1]	$314.00[1]
98G-CNG [1]	CNG conversion (discuss with dealer)	$13,996.00[1]
98G-LPG [1]	LPG conversion (discuss with dealer)	$13,996.00[1]
	Battery, 650 cca or greater	NA
	Dual batteries	NA
627 [1]	7,700 lbs. GVWR *REQ TRAILER TOW PKG & 5.0L V-8 ENG & 163 W/BASE* [1]	$3,904.00[1]
67T [1]	Electric brake controller *REQ TRAILER TOW PKG* [1]	$274.00[1]
	Traction control	Std
XL6 [1]	Limited slip differential	$569.00[1]
58B [1]	AM/FM radio with single CD	$289.00[1]
AK-KF [1]	Additional Key(s) or Key Fob(s) when applicable	$275.00[1]
W [1]	Bucket seats in lieu of bench seat *CLOTH 40/CONSOLE/40 FT SEATS* [1]	$294.00[1]
168 [1]	Carpet in lieu of rubber floor covering	$144.00[1]
924 [1]	Deep tinted glass	$99.00[1]
FM [1]	Floor mats *WEATHER TECK FLOOR MATS* [1]	$396.00[1]
300A [1]	Manufacturer's model upgrade package (specify pkg. bid) *XLT PKG* [1]	$4,189.00[1]
	On-Star	NA
85A [1]	Power windows/door locks	$1,169.00[1]
	Passenger dome lamp	Std
58C [1]	Satellite radio	$484.00[1]
C [1]	Seat trim upgrade - specify	NC[1]

VEHICLE:	F-150 (X1C)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$19,299.00	$19,299.00	$19,399.00	$19,499.00

	Side air bags	Std
435 [1]	Sliding rear window *REQ PRIVACY GLASS* [1]	$449.00[1]
50S [1]	Speed control	$224.00[1]
	Tilt steering wheel	Std
18B [1]	Cab Steps	$249.00[1]
8LB-W [1]	8,000 lb. winch with remote	$1,696.00[1]
ATB [1]	Aluminum tool box	$396.00[1]
84H [1]	Backup alarm, factory installed	$124.00[1]
BAD [1]	Backup alarm, dealer installed	$124.00[1]
76C [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	$249.00[1]
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	$696.00[1]
96P [1]	Bedliner	$349.00[1]
BS [1]	Bug shield	$396.00[1]
CSH [1]	Cab shield headache rack (protects back of cab)	$896.00[1]
53B [1]	Class IV hitch and ball *INC 2" BALL PIN & CLIP* [1]	$192.00[1]
942 [1]	Daytime running lights	$44.00[1]
FTC [1]	Fiberglass tonneau cover (painted to match)	$1,696.00[1]
FCH [1]	Fiberglass cab high topper with front, side and rear windows (painted to match)	$1,896.00[1]
153 [1]	Front license bracket	NC[1]
	Full size spare tire and rim	Std
53A [1]	Heavy duty towing package up to 5,000 lbs. with appropriate hitch *INC 2" BALL PIN & CLIP* [1]	$596.00[1]
53A [1]	Heavy duty towing package up to 7,200 lbs. with appropriate hitch *INC 2" BALL PIN & CLIP REQ 3.5L V6 ECOBOOST ENG* [1]	$596.00[1]
	Immobilize daytime running lights	NA
LH6 [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	$696.00[1]
LH-RH6 [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	$896.00[1]
163 W/BASE [1]	Long bed in lieu of short bed *REQ 5.0L V-8 ENG* [1]	$1,909.00[1]
	Midbox body option	NA
NFT [1]	Nitrogen filled tires including spare tire	$199.00[1]
PREP [1]	Pipe rack w/expanded metal basket over cab (for pickup bed)	$1,696.00[1]
	Pipe rack w/expended metal basket over cab (for utility body)	NA
SLR [1]	Single ladder rack side mounted (specify street or curbside)	$1,296.00[1]

VEHICLE:	F-150 (X1C)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$19,299.00	$19,299.00	$19,399.00	$19,499.00

96W [1]	Spray-on bedliner (Rhino, Line-X or approved equivalent)	$494.00 [1]
STC [1]	Steel truck cap	$6,996.00 [1]
	Tow hooks	NA
54M-54Y [1]	Trailer tow mirrors	$394.00 [1]
RSFS [1]	Rainshields - flange style	$144.00 [1]
WGG [1]	Wrap-around grille guard	$1,696.00 [1]
VVSS [1]	Vent visors - stick-on style	$144.00 [1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH [1]	Labor rate per hour	$96.00 [1]
TEMP TAG [1]	Temporary tag	$36.00 [1]
TER [1]	Transfer existing registration (must provide tag number)	$100.00 [1]
NST [1]	New state tag (specify state, county, city, sheriff, etc.)	$165.00 [1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 [1]	Warranty - specify *POWERTRAION CARE WITH (0) DED* [1]	$1,740.00 [1]
6/100 [1]	Warranty - specify *BASE CARE WITH (0) DED* [1]	$2,130.00 [1]
6/100 [1]	Warranty - specify *EXTRA CARE WITH (0) DED* [1]	$2,585.00 [1]

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7T
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Cheryl Shanaberger, Director-Procurement Management Dept.
Sherman Conrad, Parks & Recreation Director
Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170069 – Purchasing Ford F450 Chassis Cab 4x2 Dual Rear Wheel – This will be reflected on the Council Agenda January 9, 2017

Submittal Date: 12/21/2016

STRATEGIC PLAN LINK: Goal 2015-2020, Goal 1, Financially Sound City, High Performance City Organization, "Maintain high customer satisfaction with City Services."

BACKGROUND: The Parks & Recreation Department is in need of purchasing the following vehicle: one (1) new 2017 Ford F450 4x2 Chassis Cab Dual Rear Wheel. The current vehicle has exceeded its life cycle. To avoid future maintenance cost and down time for this vehicle, replacement is recommended. The purchase of the new vehicles will be replacing PKM-02R1. The lift gate from PKM-02R1 will be removed and installed on the new vehicle. This vehicle will be used in the daily maintenance of various City location for the transportation of tools and supplies.

ANALYSIS: Staff has reviewed the State Contract # 25100000-16-1 cost for one (1) new 2017 Ford Super Duty F-450 Dual Rear Wheel for $39,561.29. This is a cost savings of $372.71 less than the Florida Sheriff's Association Contract.

FINANCIAL INFORMATION: Funds are available in the General Fund/Building Maintenance/Vehicles

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, Good cause shown, Chapter 35.04(C), participate in the State Contract # 25100000-16-1, to purchase one (1) vehicle from Dual Ford for a total cost of $39,561.29

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote from Duval Ford using the State Contract No. 25100000-16-1, relinquish form and fuel mileage comparison.

*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.

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-16-1

Updated 12/1/2016

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)

Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)		Duval Ford LLC.			
Street Address:		1616 Cassat Avenue,			
City, State, Zip:		Jacksonville, FL 32210			
Contact Person:		LAURA TORBETT	Title:	GOVERNMENT SALES	
Original Quote Date:			Revised Quote Date:		Est. Delivery:
Phone #'s:	Primary:	904-388-2144 X5426	Secondary:	904-568-6027	
Email Address:		LAURA.TORBETT@DUVALFLEET.COM			
Fax #:		904-387-6816			
Vendor Purchase Order No.					

Requesting Customer Information

Agency/Organization Name:	PORT ST LUCIE		
Contact Person:	JIM FRYE	Title:	
Phone #'s:			
Email Address:			
Fax #:			

Secondary Customer Contact: (optional)

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

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101600	Group 5: Product and Material Transport Vehicles	5	Sub-Group A: TRUCK, GREATER THAN ONE TON & LESS THAN TWO TONS, CHASSIS-CAB, 2WD

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2017 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)	$ 29,268.29	5.00%

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
99Y	6.8L V-10 GAS ENGINE		0	$ -	$ -
44P	6 SPEED AUTO TRANSMISSION		0	$ -	$ -
650A	XL MODEL		0	$ -	$ -
76C	BACK UP ALARM	$ 140.00	5.00%	$ 7.00	$ 133.00
Z1	OXFORD WHITE- EXTERIOR		0	$ -	$ -
AS	MED EARTH GRA- INTERIOR		0	$ -	$ -
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	TOTAL COST: OEM OPTIONS			$ 7.00	$ 133.00

Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-16-1

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	TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS			$ -	$ -

Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
14DF. GT	14 FT. DRY FREIGHT BOX, PLYWOOD FLOOR LINER, DOME	$ 9,900.00		$ -	$ 9,900.00
	LIGHT, ROLL UP DOOR AND ICC UNDER RIDE			$ -	$ -
31V.31B	SHIP THORUGH TO BODY MNAUFACTURER, INCLUDES PDI	$ 260.00		$ -	$ 260.00
				$ -	$ -
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	TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS			$ -	$ 10,160.00
	GRAND TOTAL PER REPRESENTATIVE MODEL				$ 39,561.29
	Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)				$0.00
	Total Vehicles Quoted (Drop Down)				1
	PO GRAND TOTAL				$ 39,561.29

Vendor Comments:	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.
Agency Comments:	Please confirm vehicle color. If no color is specified then the default is white.

*UNSPSC = United Nations Standard Products and Services Commodity Code

RECEIVED

APR 02 2015

Procurement Management Department

Department Tracking #_____

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 3/30/15 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sharon Conrad

CONTACT PERSON AND TELEPHONE NUMBER 873 6323 Jim Frye

DEPARTMENT RECREATION 7200

ITEM DESCRIPTION R-02R1 CHEV. VAN - 1999

ITEM LOCATION First Vehicle Milage# 75914

MANUFACTURER Chevrolet

MODEL # 1500 SERIAL # 1GNFG15M2X1127058

FIXED ASSET # 06182-000 EST. CURRENT VALUE $ 500.00

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

REASON FOR REQUEST 1999 Age + Condition

TRANSFER **FROM** DEPARTMENT _____

TO DEPARTMENT _____

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN

( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH

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

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cheryl Sharabega

RECIPIENT (METHOD) _____ P.O.#_____

****

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

****

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

****

Cheryl Sharabega
4-6-15

3/30/15

Jim Frye R-02R1 @ 1999 VAN AT First Vehicle

U.S. DEPARTMENT OF ENERGY | Energy Efficiency & Renewable Energy

Office of Transportation & Air Quality | U.S. ENVIRONMENTAL PROTECTION AGENCY

www.fueleconomy.gov
the official U.S. government source for fuel economy information

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	2017 Ford Transit T150 Wagon FFV X	1999 Chevrolet Express 1500/2500 2WD X
Personalize	3.7 L, 6 cyl, Automatic (S6)	5.0 L, 8 cyl, Automatic 4-spd
EPA Fuel Economy	**Regular Gasoline** 16 MPG combined city/highway; 14 city, 18 highway; 6.2 gal/100mi; Gasoline Only; 400 miles Total Range	**Regular Gasoline** 14 MPG combined city/highway; 13 city, 16 highway; 7.1 gal/100mi
	E85 11 MPG combined city/highway; 10 city, 13 highway; 9.1 gal/100mi; E85 Only; 275 miles Total Range	
MPG estimates for 2016 and older vehicles may have been revised Learn more		View Original EPA MPG
Unofficial MPG Estimates from Vehicle Owners Learn more about "My MPG" Disclaimer	User MPG estimates are not yet available for this vehicle	Average based on 1 vehicle 17.0 MPG View Individual Estimates
You save or spend* Note: The average 2017 vehicle gets 26 MPG	**You SPEND $4,000** more in fuel costs over 5 years compared to the average new vehicle	**You SPEND $5,250** more in fuel costs over 5 years compared to the average new vehicle
Annual Fuel Cost*	Gas: $2,050	$2,300
	E85: $2,500	
Cost to Drive 25 Miles	Gas: $3.38	$3.86
	E85: $4.18	
Cost to Fill the Tank	Gas: $54	
	E85: $46	
Tank Size	25.0 gallons	

Add a Vehicle

*Based on 45% highway, 55% city driving, 15,000 annual miles and current fuel prices. Personalize. Five year cost savings for flexible fuel vehicles assume you drive on gasoline only.

MSRP and tank size data provided by Edmunds.com, Inc.

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7U
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Motion: McCarty Ranch Extension Property – Citrus Harvesting Agreement Granting Blue Goose Growers, LLC the Temporary Right to Harvest the Citrus Crops Located on the City's McCarty Ranch Extension Property

Submittal Date: 1/6/2017

STRATEGIC PLAN LINK: Principle 2: Beautiful City; Goal 2: Growing Local Economy

BACKGROUND: The Range Line Property Owners Association, a Florida nonprofit corporation ("RLPOA") was created prior to the City's ownership of the McCarty Ranch Extension and continues to exist for the purpose of owning and holding certain interests in the operation, maintenance and management of common areas and water facilities located upon those properties governed by the RLPOA's governing documents including, but not limited to, the Declaration of Covenants, Conditions, Restrictions, and Easements for Range Line Property Owners Association, Inc. and the By-Laws. By virtue of the City's ownership of the McCarty Ranch Extension, the City has rights and obligations as a member of the RLPOA and an owner of land within which certain common areas and water facilities of the RLPOA are located.

The RLPOA entered into an Association Management Agreement with Blue Goose Growers, LLC ("BGG") that requires BGG to manage and maintain the property of the RLPOA in furtherance of promoting the operations and activities of the members of the RLPOA, which include among other things, citrus operations.

ANALYSIS: Azlina Goldstein Siegel, Esq., Special Legal Counsel with the firm of Nason, Yeager, Gerson, White & Lioce, P.A., has prepared a Memorandum and proposed Agreement, attached hereto as Attachment "1," that would grant Blue Goose Growers, LLC the temporary right to harvest the citrus crops located on the City's McCarty Ranch Extension Property. The McCarty Ranch Extension has

approximately 150 acres of citrus trees which are not a part of any active citrus operations. At a recent meeting of the Board of Directors of the RLPOA, BGG requested permission to harvest the fruit from the citrus trees located within those 150 acres on the McCarty Ranch Extension. The Port St. Lucie Utility Systems Department ("PSLUSD") had no objection to BGG's request as it will not impact any of the PSLUSD's use of, and activities on, the land.

The license to harvest the fruit shall be for a term of three (3) months and may be revoked by the City at any time. The presentation and execution of this Agreement is time sensitive due to the nature of the season's citrus harvesting efforts and the lack of care afforded to the existing citrus crop that will not last long should they remain on the neglected crop of citrus trees.

FINANCIAL INFORMATION: BGG intends to harvest and sell the citrus fruit. In exchange for the right to harvest the citrus fruit located within the above-referenced 150 acres, BGG will pay the City twenty percent (20%) of the net profits derived from the sale of such citrus fruit. In addition, and at no charge to the City, BGG will mow, remove weeds, and otherwise maintain the referenced 150 acres.

LEGAL INFORMATION: Proposed Citrus License Agreement has been negotiated by Azlina Goldstein Siegel, Special Legal Counsel, and reviewed and approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: The Port St. Lucie Utility Systems Department recommends approval of the Citrus License Agreement.

SPECIAL CONSIDERATION: The license to harvest the fruit shall be for a term of three (3) months and may be revoked by the City at any time. The presentation and execution of this Agreement is time sensitive due to the nature of the season's citrus harvesting efforts and the lack of care afforded to the existing citrus crop that will not last long should they remain on the neglected crop of citrus trees.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: McCarty Ranch Extension Property, Section 36, Township 37 South, Range 38 East (see attached Exhibits "A" and "B" to the Citrus License Agreement.

ATTACHMENTS: 1. Memorandum from Azlina Goldstein Siegel, Special Legal Counsel containing (1) Citrus License Agreement with attached Exhibits "A" and "B;" and (2) Certificate of Liability Insurance provided by Blue Goose Growers, LLC which names the City as an additional insured.

RECEIVED

JAN 06 2017

CITY MANAGER'S OFFICE

ATTACHMENT "1"

(to Council Agenda Memorandum)

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960

MEMORANDUM

TO: O. REGINALD OSENTON, CITY ATTORNEY
JESUS A. MEREJO, UTILITY SYSTEMS DIRECTOR/INTERIM ASST. CITY MANAGER

FROM: AZLINA GOLDSTEIN SIEGEL, SPECIAL LEGAL COUNSEL

DATE: JANUARY 5, 2017

RE: McCARTY RANCH EXTENSION PROPERTY – CITRUS HARVESTING

Pursuant to the request of the Port St. Lucie Utility Systems Department ("PSLUSD") and relating to my involvement with the Range Line Property Owners Association, a Florida non profit corporation ("RLPOA"), I had worked on preparing an agreement, attached to this Memorandum, that would grant Blue Goose Growers, LLC, a Florida limited liability company ("BGG") the temporary right to harvest the citrus crops located on the City's McCarty Ranch Extension Property (the "McCarty Ranch Extension"). To provide a brief background and context on the matter, the RLPOA was created prior to the City's ownership of McCarty Ranch Extension and it continues to exist for the purpose of owning and holding certain interests in the operation, maintenance and management of common areas and water facilities located upon those properties governed by the RLPOA's governing documents, including but not limited to the Declaration of Covenants, Conditions, Restrictions, and Easements for Range Line Property Owners Association, Inc., and the By-Laws. Thus, by virtue of the City's ownership of McCarty Ranch Extension, the City has rights and obligations as a member of the RLPOA and an owner of land within which certain common areas and water facilities of the RLPOA are located.

The RLPOA entered into an Association Management Agreement with BGG that requires BGG to manage and maintain the property of the RLPOA in furtherance of promoting the operations and activities of the members of the RLPOA, which include among other things, citrus operations. The McCarty Ranch Extension has blocks of citrus trees consisting of approximately 150 acres, which are not part of any active citrus operations. At a recent meeting of the Board of Directors of the RLPOA, BGG requested permission to harvest the fruit from the citrus trees located within those 150 acres on the McCarty Ranch Extension. The PSLUSD has no objection to BGG's request as it will not impact any of the PSLUSD's use of and activities on the land.

Accordingly, attached please find a Citrus License Agreement (the "Agreement") that has been negotiated and agreed to by BGG. The license to harvest the fruit shall be for a term of three (3) months and may be revoked by the City at any time. BGG intends to sell the citrus fruit BGG is able to harvest from the trees located within the above-described 150 acres (the "Licensed Premises"). In exchange for the right to harvest the citrus fruit, BGG will pay the City 20% of the net profits which BGG derives from the sale of such citrus. In addition, at no charge to the City, BGG will mow, remove weeds, and otherwise maintain the Leased Premises. Based on the foregoing proposed arrangement, there will be no costs to the City to permit BGG to harvest the existing citrus crops that are within the Licensed Premises. The processing of this Agreement for execution by a duly authorized representative for the City is time sensitive due to the nature of the season's citrus harvesting efforts and the lack of care afforded to the existing that will not last long hanging on the neglected trees. Accordingly, it is being requested that this matter be expeditiously processed as you deem appropriate. Please provide me with a copy of the Agreement as executed by the City so I may provide it to BGG and let them know that they may mobilize and assemble their team of individuals who will supervise and perform the citrus harvesting work.

AGS/
Attachments: (1) Citrus License Agreement executed by BGG; (2) Certificate of Insurance

CITRUS LICENSE AGREEMENT

THIS CITRUS LICENSING AGREEMENT (the "***Agreement***"), effective as of the date last executed by both parties hereto (the "***Effective Date***"), is by and between the City of Port St. Lucie, a Florida municipal corporation ("***City***") and Blue Goose Growers, LLC, a Florida limited liability company ("***BGG***").

RECITALS:

A. The City is the owner of certain real property known as the McCarty Ranch Extension, which is better described on the attached Exhibit "A" (the "***Parcel***").

B. Pursuant to a certain Association Management Agreement entered into by and between BGG and the Range Line Property Owners Association, Inc., a Florida non profit corporation ("***RLPOA***") on or about August 8, 2016 (the "RLPOA Management Agreement"), BGG maintains certain lands near the Parcel for the RLPOA, which maintenance activities benefit the Parcel.

C. Portions of the Parcel have been abandoned. As of the Effective Date, citrus trees within the Parcel are not being harvested. Also, the lands surrounding those trees within are overgrown and not being maintained.

D. BGG is requesting permission from the City to harvest the fruit from citrus trees located within that portion of the Parcel depicted on the attached Exhibit "B" ("***Licensed Premises***"). The City is willing to provide BGG with a right to harvest the fruit from citrus trees located in the Licensed Premises in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by reference.

2. **License of Premises**. The City hereby grants to BGG a non-exclusive license to harvest citrus fruit from the trees located within the Licensed Premises during the term of this Agreement. BGG shall provide no less than 24-hours' prior email notice to Brad Macek, the City's Assistant Director for the Utility System Department, email: BMacek@cityofpsl.com, before BGG commences any such harvesting activities. BGG also shall provide Brad Macek with email notice within 24 hours after BGG completes the harvesting activities permitted under this Agreement. Any and all harvesting activities conducted by BGG will be at BGG's sole cost and expense.

3. **Access**. BGG shall have a right to access the Licensed Premises from a publically dedicated right of way, provided that BGG's access to the Licensed Premises shall be governed by the terms and conditions of the RLPOA Management Agreement.

4. **Term of the Agreement**. The term of this Agreement shall be three (3) months, commencing upon the Effective Date, provided that the City may revoke the license granted herein at any time upon providing written notice to BGG. In the event the City desires to revoke the license granted herein, the parties agree that said revocation shall become effective within three (3) business days from the date of delivery of the written notice. The City and BGG may extend the term of this Agreement by written agreement mutually acceptable to both parties.

5. **Consideration**. BGG intends to sell the citrus fruit which it harvests from the Licensed Premises. In exchange for the rights bestowed upon BGG under this Agreement, BGG hereby agrees to pay to the City twenty percent (20%) of the net profits which BGG derives from the sale of such citrus fruit (the "***Revenue Share***"). BGG's net profits shall be deemed the aggregate sum of BGG's revenues derived from the sale of such citrus fruit, less any applicable production expenses actually incurred by BGG through the harvesting and sale of such citrus fruit, provided that such production expenses shall be commercially reasonable under the circumstances. BGG will pay any and all sales and other taxes which are imposed by any governmental authority against BGG's revenues derived under this Agreement, none of which shall be deductible for purpose of calculating production expenses. Commencing on the first (1st) day of the calendar month after BGG begins selling said citrus fruit, and on the first (1st) day of each calendar month thereafter until all such fruit harvested in accordance with this Agreement has been sold and/or disposed of, BGG shall deliver Revenue Share payments to the City. The City, upon reasonable notice to BGG, shall have the right to audit BGG's records relating to revenues received and production expenses incurred as a result of the harvesting and sale of the citrus fruit at issue in this Agreement. The terms and provisions of this Section shall survive the termination of this Agreement or the earlier revocation of the license granted herein.

6. **Maintenance and Repairs**. As additional consideration for the rights bestowed upon BGG under this Agreement, BGG agrees to mow, remove the weeds, and otherwise maintain that portion of the Licensed Premises which: (a) surrounds each of the citrus trees; and (b) is located between the rows of citrus trees. BGG agrees to repair or cause to be repaired any and all damages which BGG or its employees, agents, representatives, contractors and/or invitees cause to the Parcel within thirty (30) days after BGG's receipt of written notice thereof from the City which reasonably describes such damages. BGG shall repair or cause such repairs to be made as close as reasonably possible to the Parcel's then-immediately-previous condition, reasonable wear and tear excepted. The terms and provisions of this Section shall survive the termination of this Agreement or the earlier revocation of the license granted herein.

7. **As-Is**: BGG hereby accepts the Licensed Premises in its condition existing on the Effective Date in its "as is", "where is" and "with all faults" condition, without any express or implied warranties with respect to the condition of the Licensed Premises, the trees and/or the citrus fruit to be harvested, absolutely and without exception, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Licensed Premises and the harvesting of citrus fruit, and any covenants or restrictions of record. BGG acknowledges that neither the City nor the City's agents have made any representation or warranty concerning the present or future use, suitability, profitability or safety of the Licensed Premises, the trees or the citrus fruit to be harvested, purchased and consumed. BGG and anyone claiming by, through or under BGG, assumes all risks associated with the Licensed Premises, the trees and the citrus fruit to be harvested, purchased and consumed, except as otherwise specifically set forth in this Agreement.

8. **Indemnification**. BGG here agrees to and does indemnify, defend and hold harmless the City and its officers, elected officials, employees, agents, representatives, successors and assigns (collectively, "***City Parties***") against any and all liabilities, including but not limited to bodily injury and property damage, obligations, damages, claims, causes of action, etc., arising from, relating to or resulting from the actions of BGG or any of BGG's employees, sub-contractors, agents or representatives. BGG hereby further agrees to and does indemnify and shall defend and hold the City Parties harmless for, from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees actually incurred, that may be imposed upon, incurred by or asserted against the City Parties by a third party by reason of: (a) any injury to or death by any person at the Parcel; (b) any activities permitted under and/or contemplated by this Agreement, including but not limited to, the

sale to and consumption of citrus fruit by third parties; (c) the negligence or willful misconduct of BGG or its employees, agents, representatives, contractors and/or invitees with respect to or in connection with matters arising or accruing under this Agreement; and (d) any other activities arising out of, resulting from or relating to this Agreement. The terms and provisions of this Section shall survive the termination of this Agreement or the earlier revocation of the license granted herein.

9. **Hazardous Materials**.

a. BGG shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Licensed Premises in violation of any Environmental Laws (as defined below). As used herein, "***Hazardous Materials***" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Licensed Premises. As used herein, "***Environmental Laws***" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Licensed Premises, which govern Hazardous Materials.

b. BGG hereby agrees to and does indemnify and shall defend and hold harmless the City Parties for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by BGG or its employees, agents, representatives, contractors and/or invitees of any representation, warranty or covenant of BGG contained in this Section. The representations, warranties, covenants, agreements, and indemnities contained in this Section shall survive the termination of this Agreement or the earlier revocation of the license granted herein.

10. **Insurance**. Prior to commencing any harvesting activities, BGG shall provide to the City a certificate of insurance, in form and substance reasonably satisfactory to the City, evidencing that BGG maintains: (a) commercial general liability insurance in an amount no less than One Million and 00/100 Dollars ($1,000,000.00), with an insurance company with a Best's rating of no less than A/VIII, insuring against loss or liability in connection with bodily injury, death, property damage or destruction occurring on or about the Licensed Premises and BGG's indemnification obligations under Section 7; and (b) worker's compensation insurance in amount, form and substance required under applicable law. In addition, to any extent in which BGG plans to utilize herbicide, pesticide or sprays at the Licensed Premises, then prior to commencing any such activities, BGG shall provide to the City a certificate of insurance, in form and substance reasonably satisfactory to the City, evidencing that BGG maintains: (i) Pollution Liability insurance for any storage tanks to be placed at the Licensed Premises; and (ii) Herbicide/Pesticides/Other Chemicals Applicator coverage for chemicals used in the scope of BGG's operations in limits not less than $1,000 each occurrence and $2,000,000 aggregate. Except on the worker's compensation policy, BGG shall name the City and such other persons designated by the City as an additional insured under each insurance policy required hereby. BGG's maintenance of all such insurance policies shall not release or limit BGG's indemnification obligations under Sections 8 and 9.

11. **No Interest Conveyed and No Assignment of Rights**. This Agreement does not convey to BGG any right, title or interest in or to any portion of the legal or equitable title to the Parcel or Licensed Premises. In addition, the assignment or transfer of BGG's rights and obligations hereunder to any other person, party or entity shall not be allowed or effective without the City's prior written consent.

12. **Notices**. All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission, by certified or registered mail, return receipt requested, postage prepaid or by electronic

transmission such as email. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile or email transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

To: City of Port St. Lucie

Jesus A. Merejo, Utility Systems Director/Interim Asst. City Manager
CITY OF PORT ST. LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34983
(772) 871-5163 (Phone)
JMerejo@cityofpsl.com (email)

With a copy to:

Brad Macek, Asst. Utility Systems Director
CITY OF PORT ST. LUCIE
900 SE Ogden Lane
Port St. Lucie, FL 34983
(772) 873-6412 (Phone)
BMacek@cityofpsl.com (email)

To: Blue Goose Growers, LLC

Timothy J. Dooley, VP/GM
BLUE GOOSE GROWERS, LLC
9901 Okeechobee Road
Fort Pierce, FL 34946
(772) 216-9992 (Cell Phone)
(772) 416-3020 Ext. 166 (Office Phone)
TDooley@bluegoosegrowers.com (email)

13. **Miscellaneous**.

a. This Agreement will be construed in accordance with the laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the venue for such action shall lie exclusively in and for St. Lucie County, Florida. This Agreement will not be construed more strongly against either party regardless of which party is responsible for its preparation.

b. Time is of the essence. Any time periods provided for herein which ends on a Saturday, Sunday or a legal holiday will extend to 5:00 p.m. of the next business day.

c. In connection with any litigation arising out of this Agreement, including, without limitation, all trial, appellate and post-judgment proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

d. This Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between the City and BGG, and supersedes all prior discussions and agreements, whether written or oral.

e. If any portion of this Agreement is determined to be unlawful, the remaining portions will remain in full force and effect as if such unlawful portion(s) did not appear herein.

f. There are no third party beneficiaries to this Agreement.

g. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same agreement. Any signature delivered by a party by facsimile or email transmission will be deemed to be an original signature.

[SIGNATURES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the Effective Date.

Signed, sealed and delivered
in the presence of:

_____
(Print Name:_____)

_____
(Print Name:_____)

City of Port St. Lucie,
a Florida municipal corporation

By: _____
Name: _____
Its: _____

(SEAL)

Dated this ___ day of _____, 20___

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the Effective Date.

Blue Goose Growers, LLC,
a Florida limited liability company

Denise Smith
(Print Name: Denise Smith)

Maria E. Lushman
(Print Name: MARIA E. LUSHMAN)

By: Timothy J. Dooley
Name: Timothy J. Dooley
Its: VP/GM

(SEAL)

Dated this 5 day of JANUARY, 2017

EXHIBIT "A"

Section 36, Township 37 South, Range 38 East. St. Lucie County, Florida

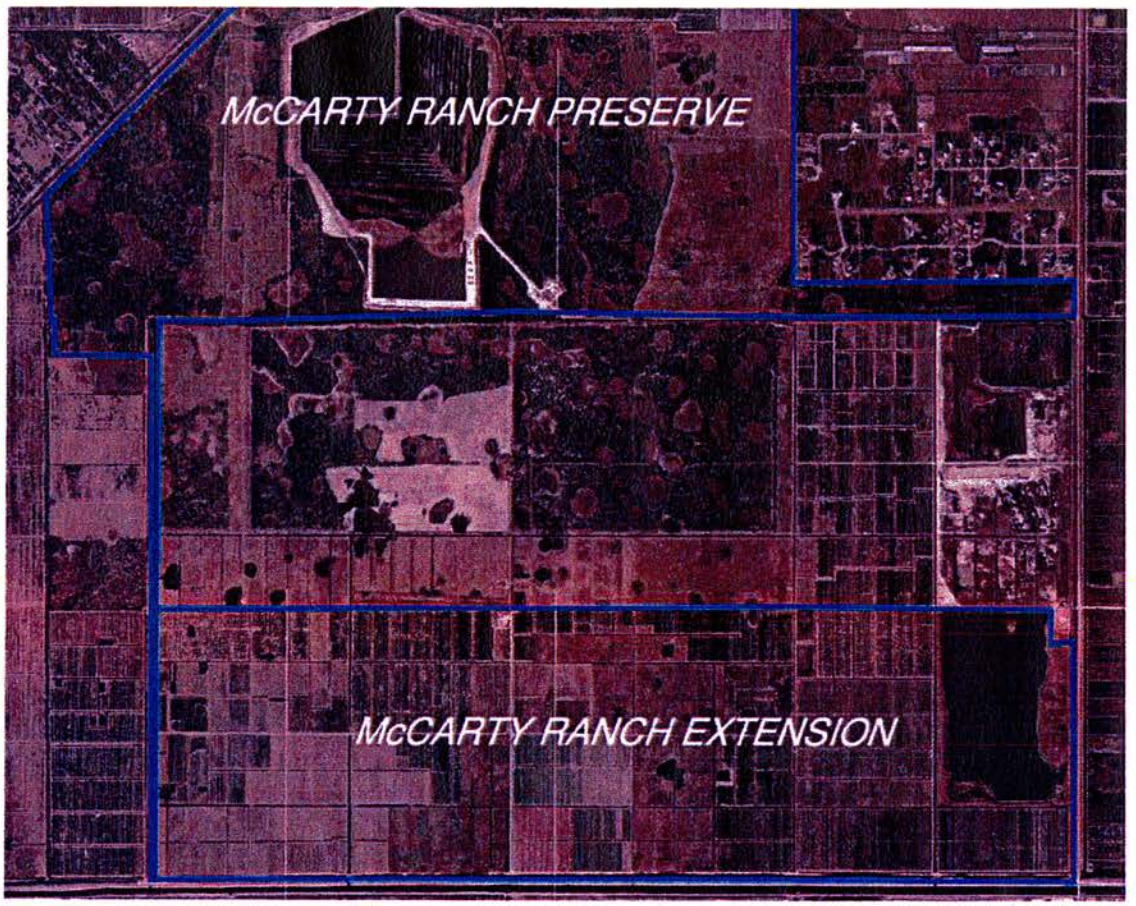
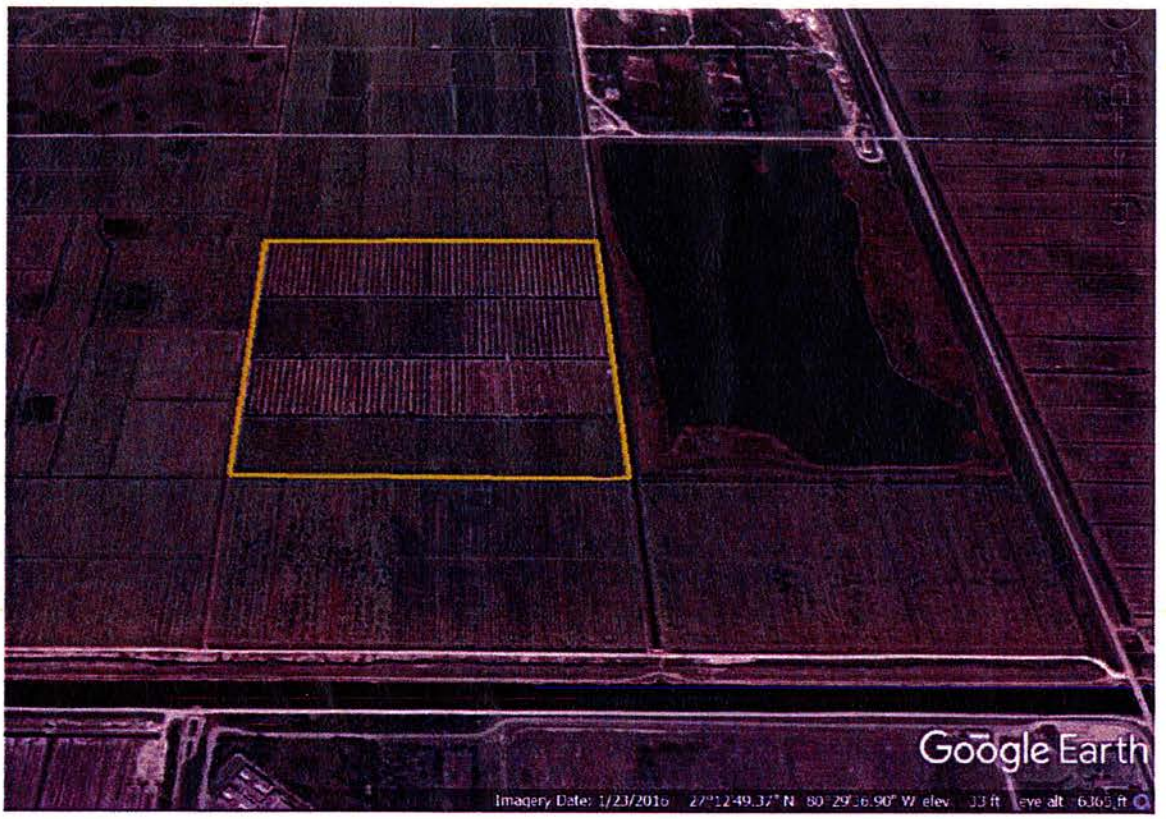


EXHIBIT "B"
LICENSED PREMISES



Client#: 1407582 131BLUEGOO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/05/2017

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
BB&T Insurance Services, Inc.
PO Box 4927
Orlando, FL 32802-4927
407 691-9600

CONTACT NAME:
PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Agribusiness Insuran	28223
INSURER B : FFVA Mutual Insurance Company	10385
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Blue Goose Growers, LLC
P O Box 14709
Fort Pierce, FL 34979-4709

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	CPP850508C	03/01/2016	03/01/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:10000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CPP850508C	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS			BI/PD Ded: $1000			PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			CU850508A	03/01/2016	03/01/2017	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC84000166252017A	01/01/2017	03/01/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$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)

Additional Insured status is granted as respects to General Liability if required by written contract or agreement per endorsement "Blanket Additional Insured-Required by Contract" form CGLB303 (04/13)

CERTIFICATE HOLDER

City of Port Saint Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL 34983

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark V. Holmes

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CITY OF PORT ST LUCIE

COUNCIL ITEM 8A
DATE 1/9/16

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: ~~12/12/16~~

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
James E. Angstadt, P.E., Public Works Director JEA

FROM: Frank Knott, Project Manager JKL

Agenda Item: Ordinance:
Abandonment of a Portion of a 50-foot Wide Flowage Easement 1693

Submittal Date: 12/2/2016

STRATEGIC PLAN LINK: Mission: Responsive to the Community

BACKGROUND: Tradition Land Company, Inc. has requested the abandonment of a portion of a 50-foot wide flowage easement. The flowage easement is in the process of being re-platted to include the necessary infrastructure improvements to provide connectivity of the drainage system.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Attorney Ella Gilbert on December 2, 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: 12/12/2016

LOCATION OF PROJECT: Village Point at Tradition – in the area between Community Boulevard and Village Parkway.

ATTACHMENTS: Ordinance and Location Map.

ORDINANCE 16 - 93

AN ORDINANCE AUTHORIZING THE SECOND ABANDONMENT AND TERMINATION OF A PORTION OF A FIFTY FOOT FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2902, AT PAGE 1177, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID PORTION OF FLOWAGE EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Horizons St. Lucie Development, LLC, a Florida limited liability company ("Horizons"), entered into a Flowage Easement for Southern Grove to the City of Port St. Lucie, a Florida municipal corporation ("City"), recorded on November 7, 2007 in Original Records Book 2902, at Page 1177, of the Public Records of St. Lucie, 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 abandoned and terminated a portion of the Flowage Easement for Southern Grove to the City of Port St. Lucie more specifically described in Exhibit "1" pursuant to that certain Partial Abandonment and Termination of Flowage Easement [MDX Parcel] recorded on September 29, 2016, in Official Records Book 3917, Page 2558, Public Records of St. Lucie County, Florida, more specifically described in Exhibit "2"; and

WHEREAS, Tradition has requested that the City partially abandon a second flowage easement; and that portion of the flowage easement is more specifically described in Exhibit "3," which is attached hereto and incorporated herein; and

WHEREAS, City Staff has reviewed the request to abandon a portion of the flowage easement and is in agreement with that request; and

WHEREAS, the City desires to release, vacate and abandon its interests in and to a portion of the flowage easement, which is more specifically and legally described in the attached Exhibit "3."

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.

ORDINANCE 16 - 93

Section 2. That there is hereby authorized the abandonment and release of the portion of the flowage easement that is more specifically and legally described in the attached Exhibit "3". 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 immediately after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2017.

ATTEST:

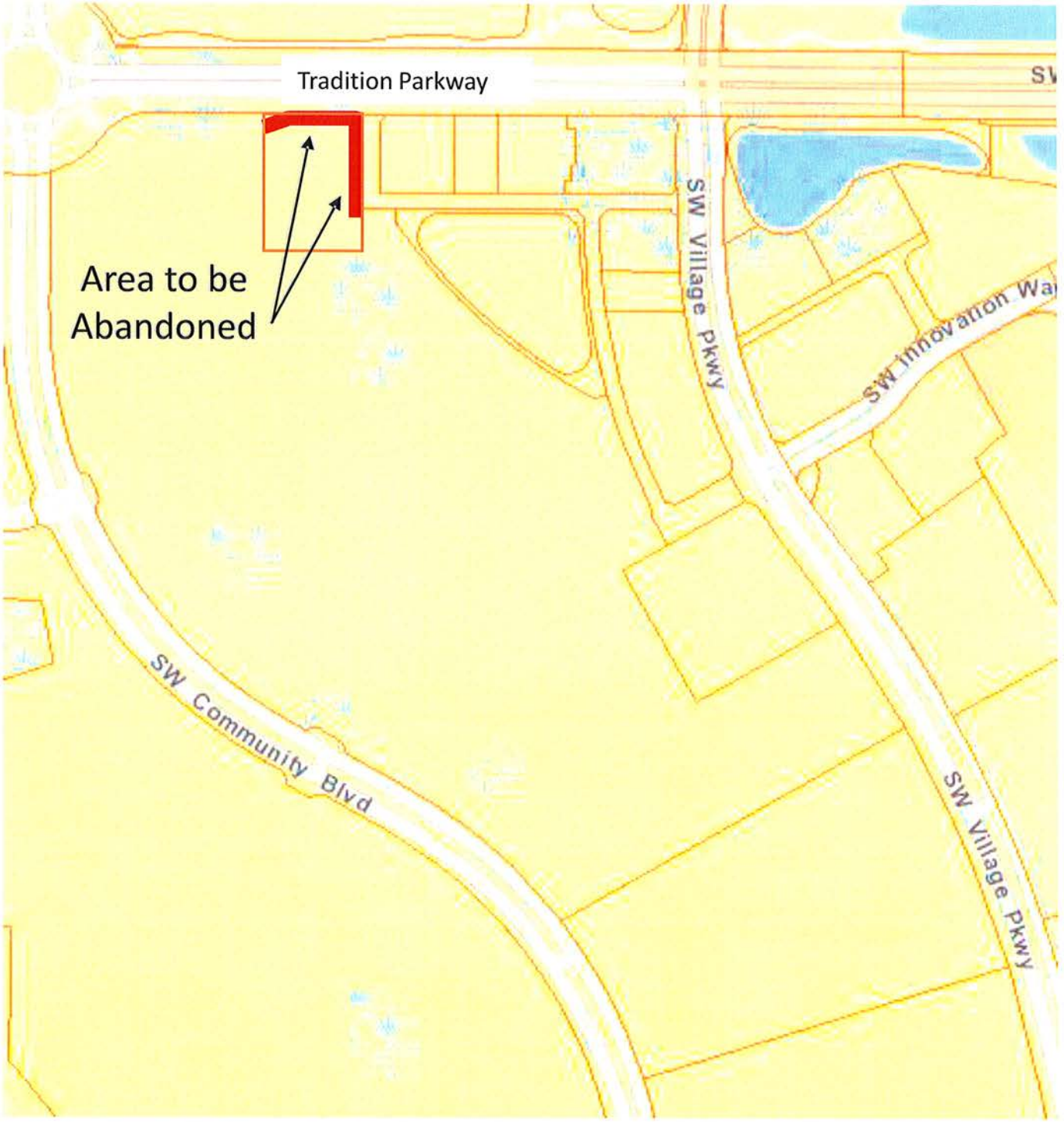
_____
Karen A. Phillips, City Clerk

CITY COUNCIL
CITY OF PORT ST. LUCIE

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
O. Reginald Osenton, City Attorney



N

Abandonment - Portion of a
50-Foot Flowage Easement

11/28/2016

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: DECEMBER 2, 2016

SUBJECT: ORDINANCE 16-___
AUTHORIZING THE SECOND PARTIAL ABANDONMENT AND TERMINATION OF A PORTION OF A FIFTY FOOT FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2902, AT PAGE 1177, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PARTIALLY ABANDONING AND RELEASING SAID PORTION OF 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 partially abandon and release a 50 foot portion of flowage easement within Southern Grove. The abandonment request was made subsequent to the creation of a defined and permanent flowage path defined by Flowage Easement No. 1 as shown on Southern Grove Plat No. 18.

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/jl

Attachments: Ordinance 16-_____ with Exhibits
cc: Roxanne Chesser, P.E., Assistant Director, Public Works
O. Reginald Osenton, City Attorney

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, Florida 34984-5099 • 772/871-5294 • Fax:772/344-4298
TDD: 772/873-6339

COMPOSITE

EXHIBIT "A"

(Ordinance 16-__ with exhibits)

EXHIBIT 1

FLOWAGE EASEMENT FOR SOUTHERN GROVE

(Original Records Book 2902, Page 1177)

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3130667 OR BOOK 2902 PAGE 1177, Recorded 11/07/2007 at 04:24 PM
Doc Tax: $0.70

Return to:
City of Port St. Lucie
City Attorney's Office
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 873-6321

PROJECT:

FLOWAGE EASEMENT
[MXD Parcel]

THIS EASEMENT, granted this 30 day of october, 2007, by **HORIZONS ST. LUCIE DEVELOPMENT, LLC**, a Florida limited liability company, whose mailing address is 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987, as "Grantor" to the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, as "Grantee."

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and 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, on the following described lands located in St. Lucie County, Florida, to wit (the "Easement Area"):

See attached **Exhibit "A"** through **Exhibit "C"**, inclusive, which are incorporated herein by reference.

Subject to easements, restrictions, and reservations of record.

Grantor shall maintain this Easement at its 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).

Notwithstanding anything contained herein to the contrary, Grantor may relocate the location of the easement granted herein from time to time with the written consent of Grantee.

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 presents to be executed the date and year first above written.

WITNESSES:

J. Paul Fanning

(Print Name) J. Paul Fanning

Mary Christine Moore

(Print Name) Mary Christine Moore

HORIZONS ST. LUCIE DEVELOPMENT, LLC

By: [signature]
Title: 1st Vice President
Name: Michael L. Arnold

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument as acknowledged before me this 18th day of October, 2007, by Michael L. Arnold as Vice President of Horizons St. Lucie Development, LLC, a Florida limited liability company, who ☑ is personally known to me, or ☐ who has produced _____ as identification.

MARY CHRISTINE MOORE
MY COMMISSION # DD 327032
EXPIRES: June 8, 2008
Bonded Thru Notary Public Underwriters

Mary Christine Moore
Notary Public, State of
(Print Name) Mary Christine Moore

* * * SIGNATURES CONTINUE ON FOLLOWING PAGE * * *

ATTEST:

BY: _____
Karen A. Phillips, City Clerk

CITY OF PORT ST. LUCIE

_____
Patricia P. Christensen, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Roger G. Orr, City Attorney

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF SAINT LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Patricia P. Christensen, the Mayor and _____, the _____ of CITY OF PORT SAINT LUCIE, a Florida municipal corporation. He/she 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 30 day of October, 2007.

Notary Public _____
Margaret McGrath
Typed, printed or stamped name of Notary Public

My Commission Expires:

MARGARET MCGRATH
MY COMMISSION # DD 405363
EXPIRES: July 9, 2009
Bonded Thru Budget Notary Services

FTL:2384331:12

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

EXHIBIT
A

DESCRIPTION: FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4

BEING AN EASEMENT 50.00 FEET IN WIDTH LYING OVER A PORTION OF OPEN SPACE TRACT "O.S.T.-1", WATER MANAGEMENT TRACTS "W.M.T.-1 AND W.M.T.-2", OF SAID SOUTHERN GROVE PLAT NO. 4 AND LYING 25.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 6. SAID CORNER BEING A POINT OF RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4075.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY LINE OF SAID PARCEL 6, THRU A CENTRAL ANGLE OF 01°07'30", AN ARC DISTANCE OF 80.01 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 62°05'15" WEST); THENCE NORTH 60°57'40" EAST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 512.11 FEET; THENCE SOUTH 82°28'10" EAST, A DISTANCE OF 60.25 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID "O.S.T.-1 AND THE POINT OF BEGINNING;

THENCE SOUTH 82°28'10" EAST, A DISTANCE OF 559.21 FEET; THENCE NORTH 63°46'39" EAST, A DISTANCE OF 1064.37 FEET; THENCE NORTH 46°27'47" EAST, A DISTANCE OF 170.90 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE. THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OF PROLONGED TO MEET AT ANGLE POINTS AND LOT LINES.

CONTAINING 2.059 ACRES, MORE OR LESS.

NOTE:
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NOTE:
LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

9-17-07
JULIAN D. MORRIS DATE OF SIGNATURE:
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 4731

G:\AProjects\800-899\PL865\CAD\SURVEY\EASEMENTS\FLOWAGE EASEMENTS\PL865 S D PLAT 4 WMT-1 FLOWAGE ESMT-S001.dwg 9/17/2007 2:57:30 PM EDT

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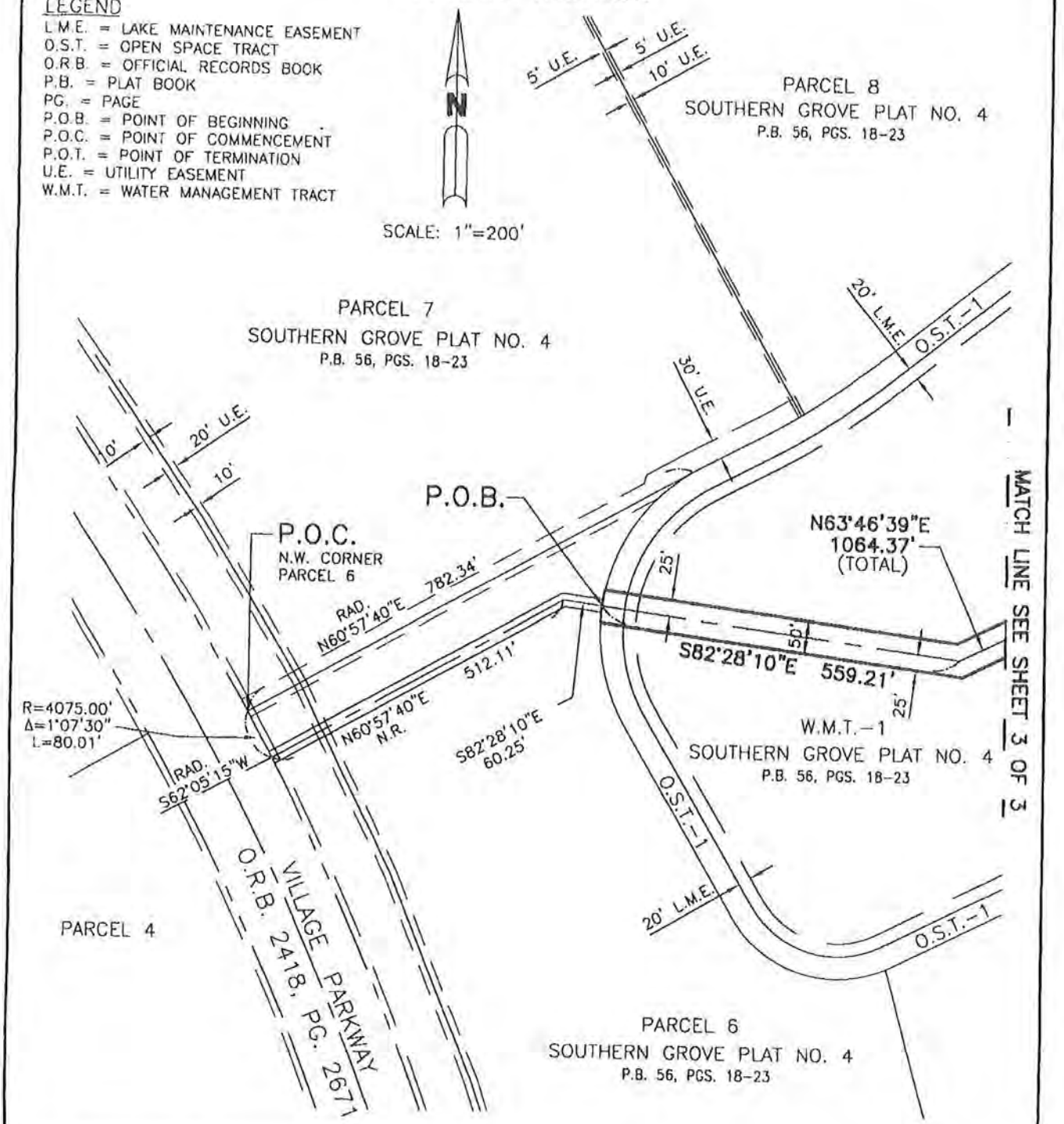
PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: N/A	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4 O.S.T.-1, W.M.T.-1 & W.M.T.-2		DATE: 9-17-07	DRAWN BY JDM
		PROJECT NUMBER PL865SD01	DRAWING NUMBER PL865
SHEET 1 OF 3			

DESCRIPTION TO ACCOMPANY SKETCH.
THIS IS NOT A SURVEY!

LEGEND
L.M.E. = LAKE MAINTENANCE EASEMENT
O.S.T. = OPEN SPACE TRACT
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINATION
U.E. = UTILITY EASEMENT
W.M.T. = WATER MANAGEMENT TRACT



MATCH LINE SEE SHEET 3 OF 3

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PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: 1"=200'	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4 O.S.T.-1, W.M.T.-1 & W.M.T.-2		DATE: 9-17-07	DRAWN BY JDM
		PROJECT NUMBER B865SD01	DRAWING NUMBER B865
SHEET 2 OF 3			

DESCRIPTION TO ACCOMPANY SKETCH.
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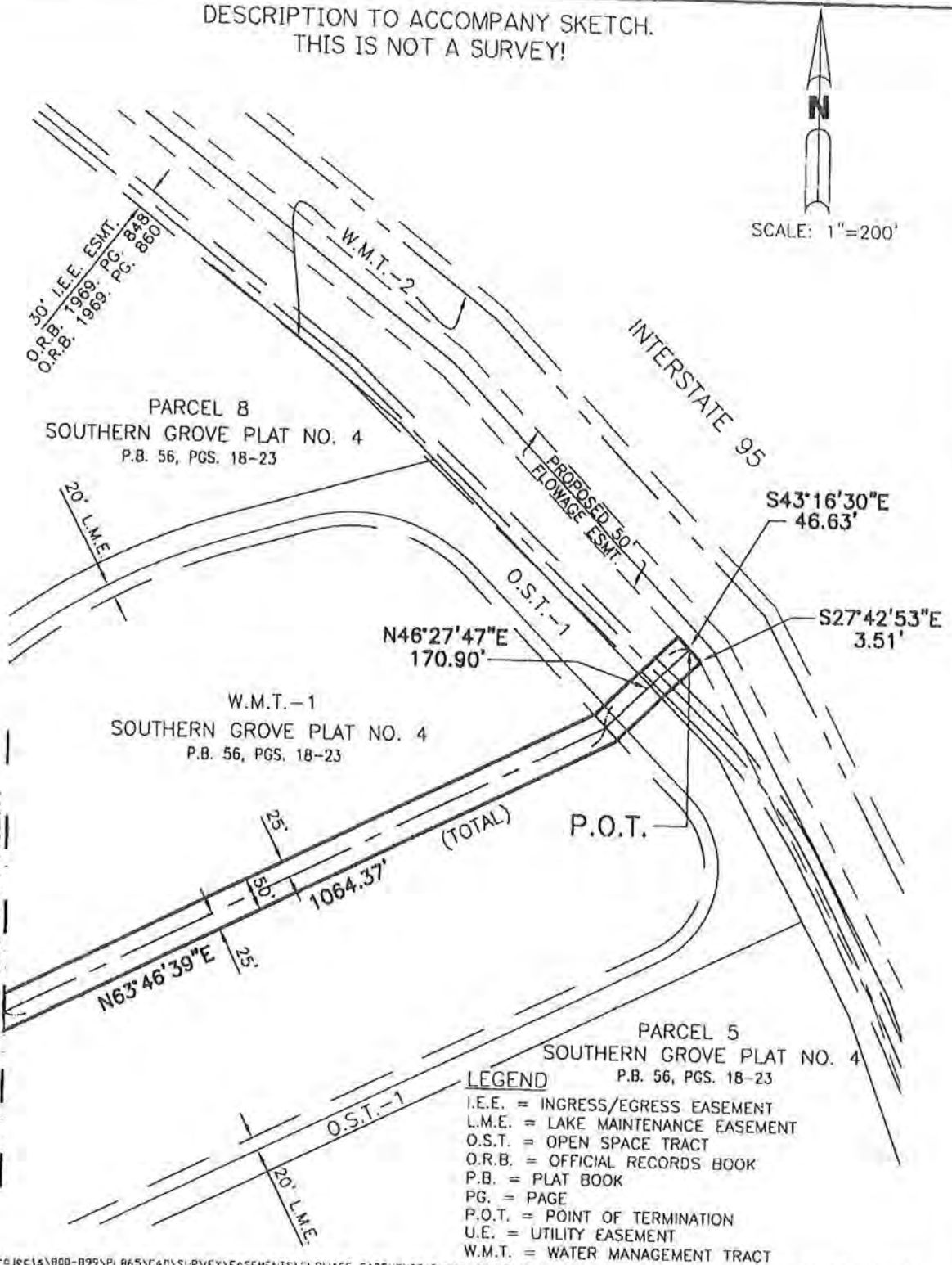

LEGEND
I.E.E. = INGRESS/EGRESS EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
O.S.T. = OPEN SPACE TRACT
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.T. = POINT OF TERMINATION
U.E. = UTILITY EASEMENT
W.M.T. = WATER MANAGEMENT TRACT

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PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: 1"=200'	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4 O.S.T.-1, W.M.T.-1 & W.M.T.-2		DATE: 9-17-07	DRAWN BY JDM
		PROJECT NUMBER B865SD01	DRAWING NUMBER B865
SHEET 3 OF 3			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

EXHIBIT
B

DESCRIPTION: FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4

BEING AN EASEMENT 50.00 FEET IN WIDTH LYING OVER A PORTION OF SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGES 18 THRU 23, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING 25.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL 2 OF SAID SOUTHERN GROVE PLAT NO. 4; THENCE TRAVERSING THE WEST LINE OF SAID PARCEL 2 BY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°02'55" EAST, ALONG THE WEST LINE OF SAID PARCEL 2 AS A BASIS OF BEARINGS, A DISTANCE OF 428.71 FEET TO A POINT OF CURVATURE WITH A CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1507.00 FEET;
2. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 13°23'21", AN ARC DISTANCE OF 352.16 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE;

THENCE NORTH 76°33'44" EAST, DEPARTING SAID WEST LINE OF PARCEL 2, A DISTANCE OF 126.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 76°33'44" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 13°26'16" WEST, A DISTANCE OF 22.81 FEET; THENCE NORTH 03°24'57" WEST, A DISTANCE OF 448.20 FEET TO REFERENCE POINT "A")FOR FUTURE REFERENCE); THENCE NORTH 10°58'31" EAST, A DISTANCE OF 45.63 FEET; THENCE NORTH 05°24'08" EAST, A DISTANCE OF 103.62 FEET; THENCE NORTH 62°01'25" EAST, A DISTANCE OF 516.72 FEET; THENCE SOUTH 89°29'34" EAST, A DISTANCE OF 648.75 FEET; THENCE SOUTH 32°47'05" EAST, A DISTANCE OF 366.84 FEET; THENCE NORTH 85°54'42" EAST, A DISTANCE OF 471.86 FEET; THENCE NORTH 06°28'51" EAST, A DISTANCE OF 85.12 FEET; THENCE NORTH 78°23'56" EAST, A DISTANCE OF 20.43 FEET TO A POINT OF INTERSECTION WITH THE EAST SIDE OF SAID PARCEL 2; SAID POINT ALSO BEING REFERENCE POINT "B" (FOR FUTURE REFERENCE) AND THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE. THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND LOT LINES.

TOGETHER WITH:

COMMENCE AT SAID REFERENCE POINT "B"; THENCE NORTH 78°23'56" EAST, A DISTANCE OF 153.13 FEET TO THE THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE WEST LINE OF PARCEL 9 OF SAID SOUTHERN GROVE PLAT NO. 4; THENCE CONTINUE NORTH 78°23'56" EAST, A DISTANCE OF 101.90 FEET; THENCE NORTH 76°30'46" EAST, A DISTANCE OF 383.26 FEET; THENCE SOUTH 89°58'15" EAST, A DISTANCE OF 705.41 FEET; THENCE SOUTH 81°56'34" EAST, A DISTANCE OF 447.87 FEET; THENCE SOUTH 69°58'48" EAST, A DISTANCE OF 253.35 FEET; THENCE SOUTH 52°20'12" EAST, A DISTANCE OF 887.17 FEET; THENCE SOUTH 43°16'30" EAST, A DISTANCE OF 571.31 FEET; THENCE SOUTH 27°42'53" EAST, A DISTANCE OF 572.84 FEET; THENCE SOUTH 19°33'44" EAST, A DISTANCE OF 1352.34 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID SOUTHERN GROVE PLAT NO. 4 AND THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE. THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OF PROLONGED TO MEET AT ANGLE POINTS AND LOT LINES

NOTE:
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NOTE:
LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

9-11-07

JULIAN D. MORRIS DATE OF SIGNATURE:
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 4731

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PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: N/A	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4		DATE: 9-11-07	DRAWN BY JDM
		PROJECT NUMBER PL865SD01	DRAWING NUMBER PL865
SHEET 1 OF 7			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

DESCRIPTION: FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4 Continued.

TOGETHER WITH:

BEING AN EASEMENT LYING OVER A PORTION OF SAID PARCEL 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SAID REFERENCE POINT "A"; THENCE NORTH 86°13'13" WEST, A DISTANCE OF 25.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°01'29" WEST, A DISTANCE OF 32.75 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 250.00 FEET (THE RADIUS POINT OF WHICH BEARS SOUTH 84°45'50" EAST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID, THRU A CENTRAL ANGLE OF 11°28'42", AN ARC DISTANCE OF 50.08 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 73°17"08" EAST); THENCE SOUTH 79°01'29" EAST ALONG SAID LINE, A DISTANCE OF 32.51 FEET; THENCE SOUTH 05°24'08" WEST, A DISTANCE OF 2.45 FEET; THENCE SOUTH 10°58'31" WEST, A DISTANCE OF 47.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.301 TOTAL ACRES, MORE OR LESS

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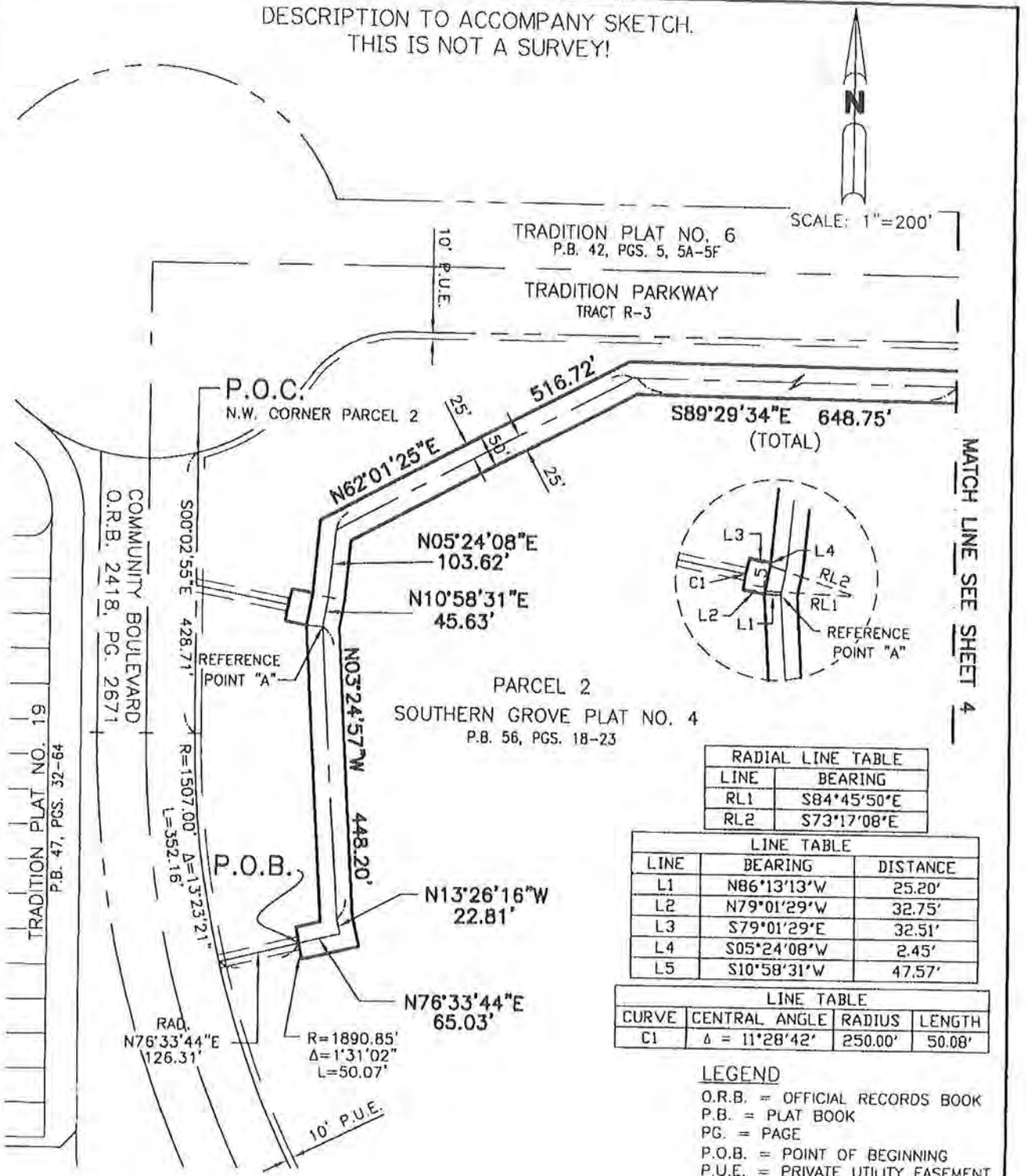
PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: N/A	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4		DATE: 9-11-07	DRAWN BY JDM
		PROJECT NUMBER PL865SD01	DRAWING NUMBER PL865

SHEET 2 OF 7

DESCRIPTION TO ACCOMPANY SKETCH.
THIS IS NOT A SURVEY!



RADIAL LINE TABLE	
LINE	BEARING
RL1	S84°45'50"E
RL2	S73°17'08"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N86°13'13"W	25.20'
L2	N79°01'29"W	32.75'
L3	S79°01'29"E	32.51'
L4	S05°24'08"W	2.45'
L5	S10°58'31"W	47.57'

LINE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	LENGTH
C1	Δ = 11°28'42'	250.00'	50.08'

LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.U.E. = PRIVATE UTILITY EASEMENT
RAD. = RADIAL
U.E. = UTILITY EASEMENT

G:\AProjects\800-899\PL865\CAD\SURVEY\EASEMENTS\FLOWAGE EASEMENTS\PL865 S G PLAT NO 4 FLOWAGE ESMT-SD01.dwg 9/11/2007 12:52:41 PM EDT

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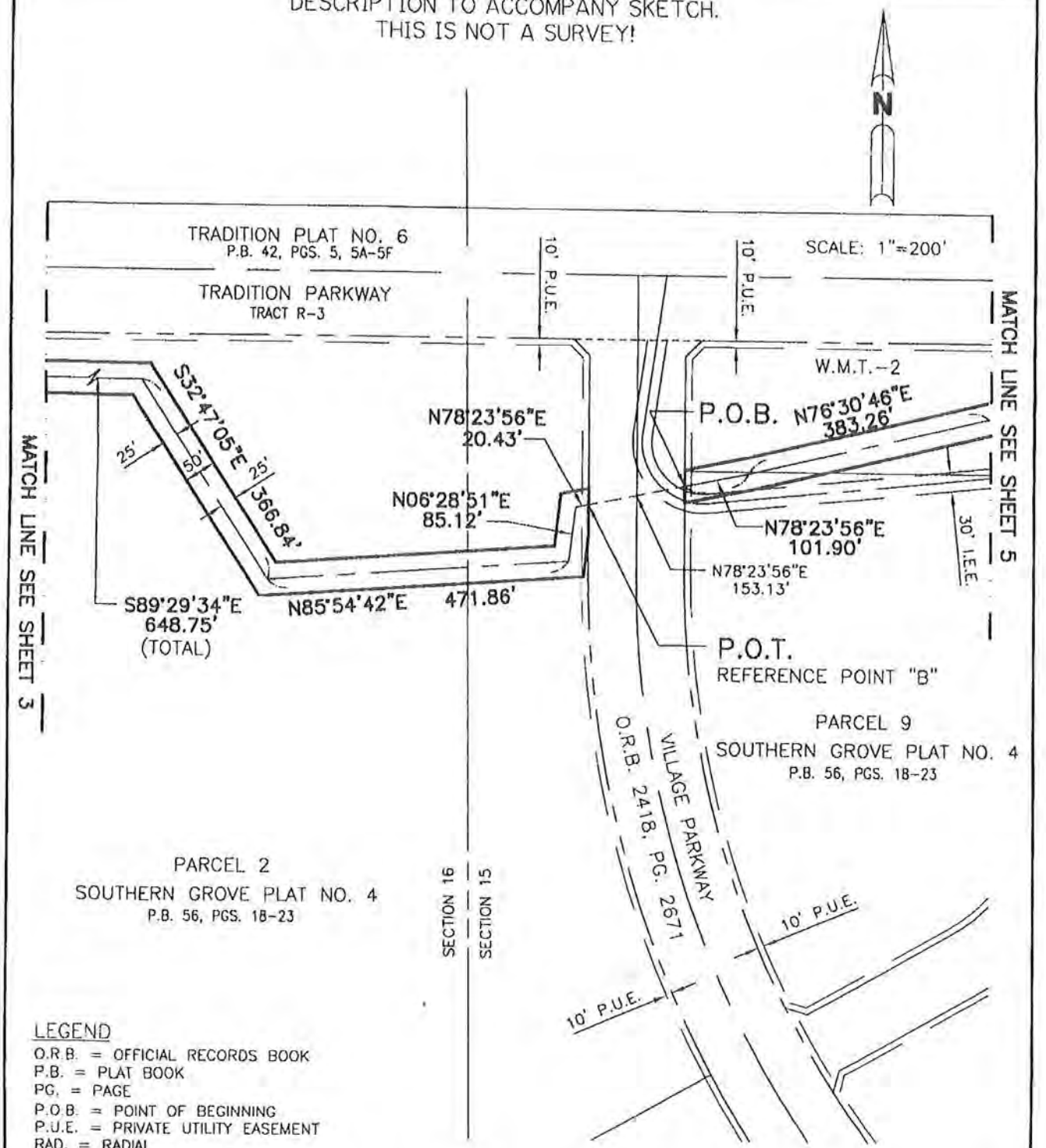
PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: 1"=200'	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4		DATE: 9-11-07	DRAWN BY JDM
		PROJECT NUMBER B865SD01	DRAWING NUMBER B865
SHEET 3 OF 7			

DESCRIPTION TO ACCOMPANY SKETCH.
THIS IS NOT A SURVEY!



LEGEND
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.U.E. = PRIVATE UTILITY EASEMENT
RAD. = RADIAL
U.E. = UTILITY EASEMENT

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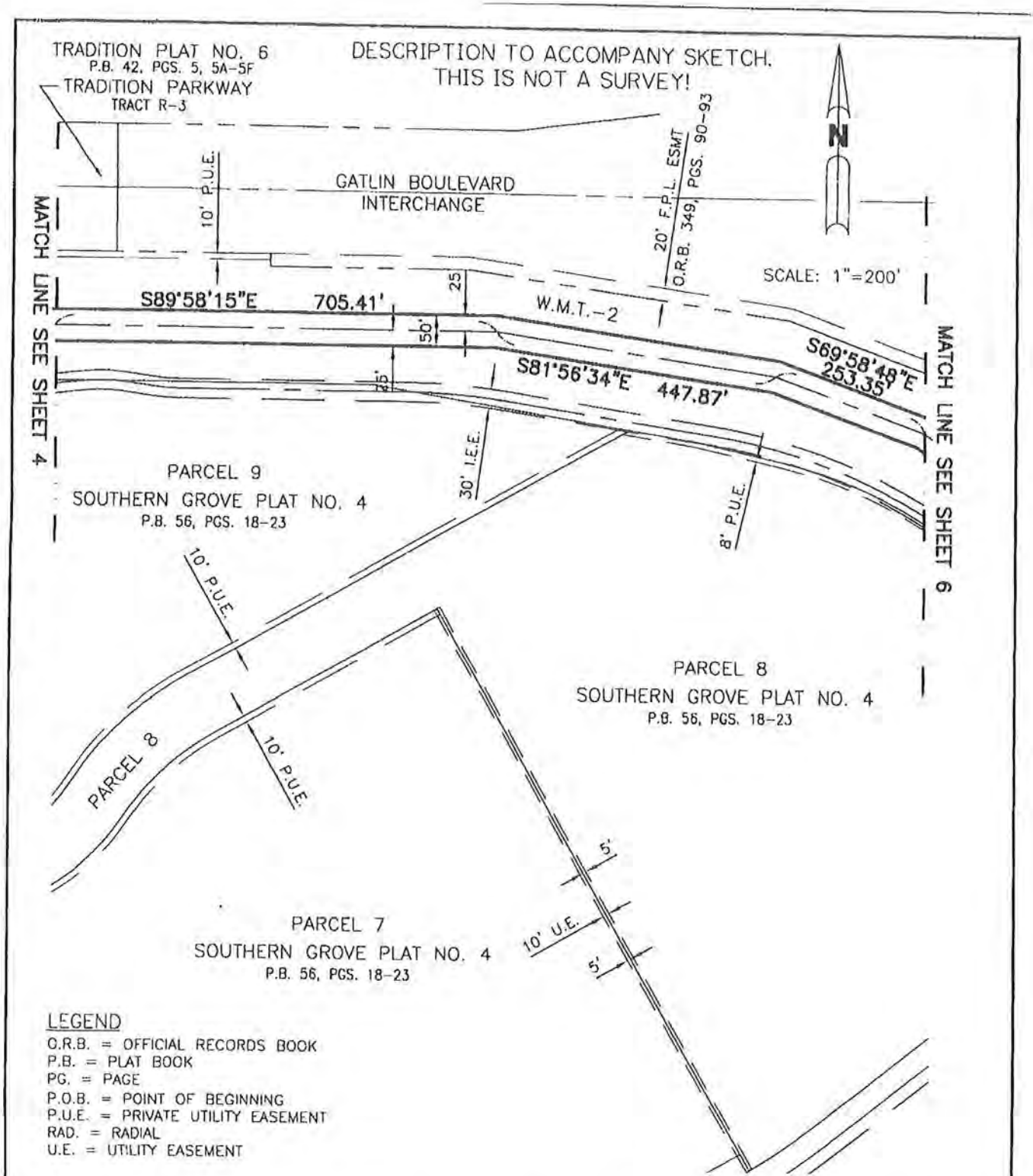
PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: 1"=200'	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4		DATE: 9-11-07	DRAWN BY JDM
		PROJECT NUMBER B865SD01	DRAWING NUMBER B865
SHEET 4 OF 7			



LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
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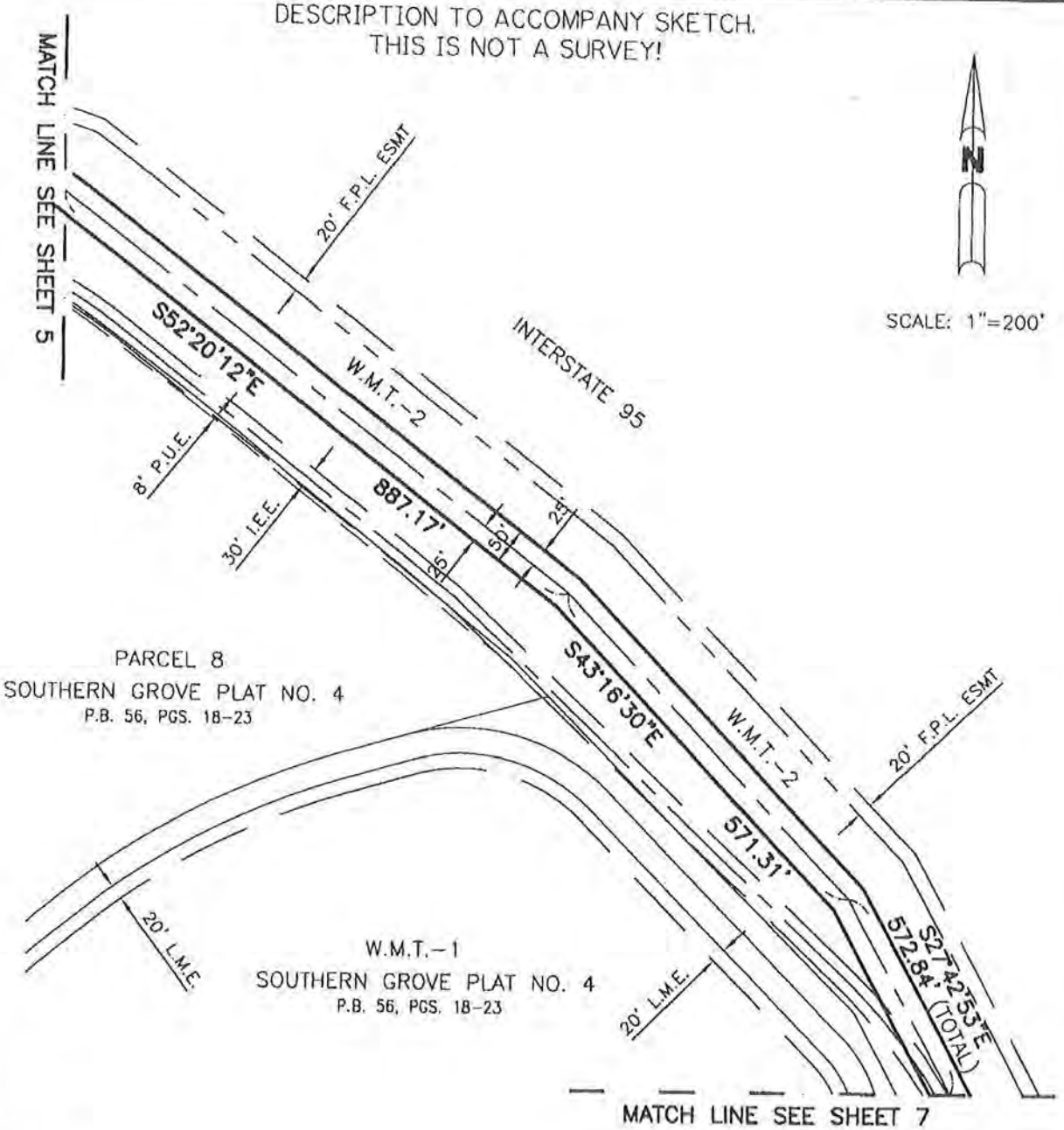
PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: 1"=200'	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4		DATE: 9-11-07	DRAWN BY JDM
		PROJECT NUMBER B865SD01	DRAWING NUMBER B865
SHEET 5 OF 7			

DESCRIPTION TO ACCOMPANY SKETCH.
THIS IS NOT A SURVEY!



LEGEND

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P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
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U.E. = UTILITY EASEMENT

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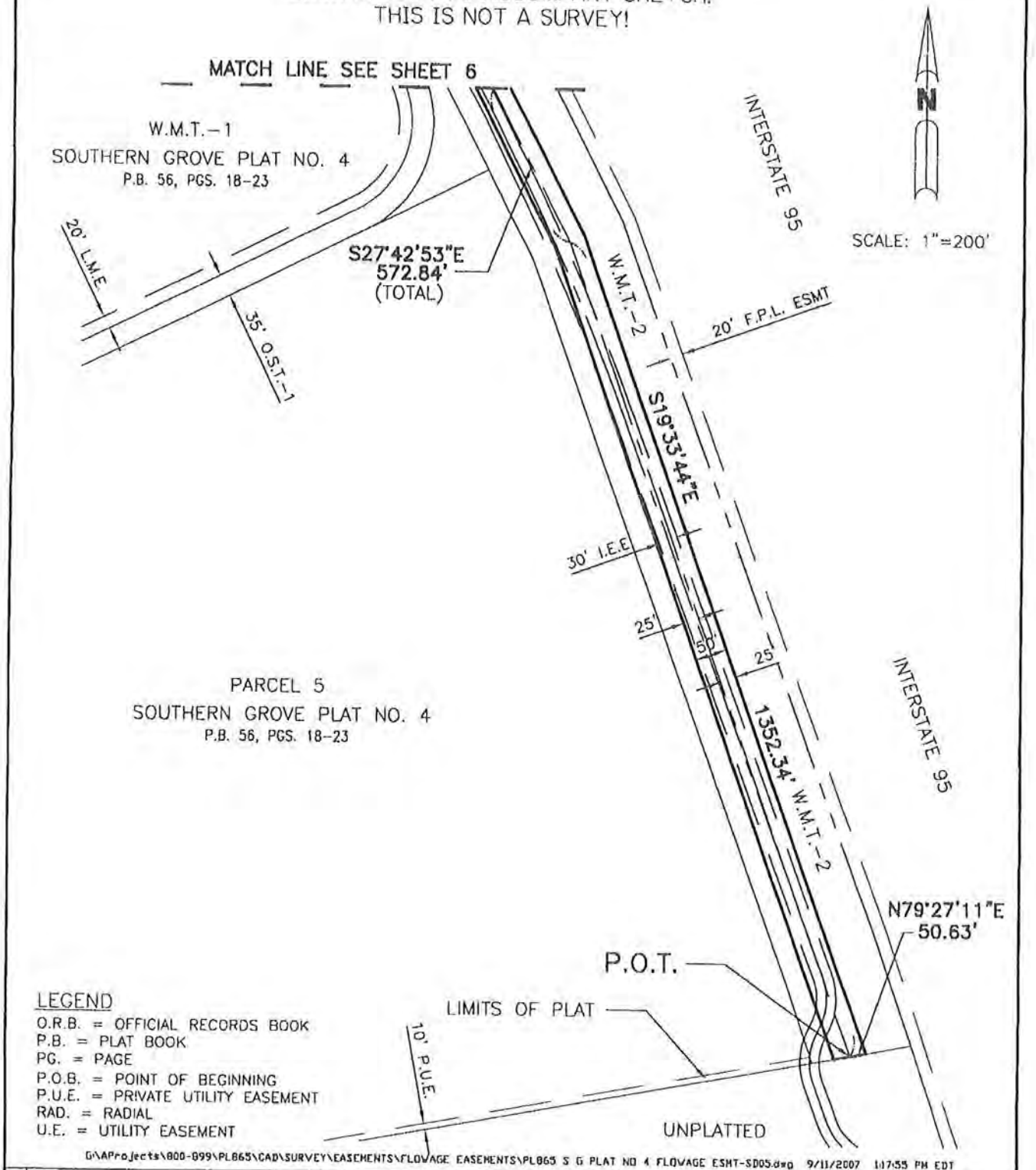
www.arcadis-us.com

PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: 1"=200'	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4		DATE: 9-11-07	DRAWN BY JDM
		PROJECT NUMBER B865SD01	DRAWING NUMBER B865
SHEET 6 OF 7			

DESCRIPTION TO ACCOMPANY SKETCH.
THIS IS NOT A SURVEY!



LEGEND
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PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: 1"=200'	CHECKED BY MTK
SHEET TITLE FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4		DATE: 9-11-07	DRAWN BY JDM
		PROJECT NUMBER B865SD01	DRAWING NUMBER B865
SHEET 7 OF 7			

SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

EXHIBIT
C

DESCRIPTION: 20' FLOWAGE EASEMENT FOR SOUTHERN GROVE PLAT NO. 4

BEING AN EASEMENT LYING OVER A PORTION OF PARCEL 2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGES 18 THRU 23, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 00°02'55" EAST, ALONG THE WEST LINE OF SAID PARCEL 2, AS A BASIS OF BEARINGS, A DISTANCE OF 193.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°01'29" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 146.57 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 250.00 FEET (THE RADIUS POINT OF WHICH BEARS SOUTH 76°43'56" EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 4°35'06", AN ARC DISTANCE OF 20.01 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°19'02" EAST); THENCE NORTH 79°01'29" WEST, ALONG SAID LINE, A DISTANCE OF 142.68 FEET TO REFERENCE POINT "A" (FOR FUTURE REFERENCE) AND A POINT OF INTERSECTION WITH SAID WEST LINE OF PARCEL 2; THENCE NORTH 00°02'55" WEST, ALONG SAID LINE, A DISTANCE OF 20.38 FEET TO TH POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE AT SAID REFERENCE POINT "A"; THENCE TRAVERSING THE WEST LINE OF SAID PARCEL 2 BY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°02'55" EAST, A DISTANCE OF 215.11 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1507.00 FEET;
2. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 13°00'32", AN ARC DISTANCE OF 342.16 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°56'33" EAST);

THENCE NORTH 76°33'44" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 126.82 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1890.85 FEET (THE RADIUS POINT OF WHICH BEARS NORTH 79°46'42" EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 0°36'25", AN ARC DISTANCE OF 20.03 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS NORTH 79°10'17" EAST) THENCE SOUTH 76°33'44" WEST, ALONG SAID LINE, A DISTANCE OF 125.80 FEET TO A POINT OF NON RADIAL INTERSECTION WITH THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING A POINT OF NON RADIAL INTERSECTION WITH A CURVE HAVING A RADIUS OF 1507.00 FEET (THE RADIUS POINT OF WHICH BEARS NORTH 76°10'56" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 0°45'37", AN ARC DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

NOTE:
THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OR THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE:
LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

9-10-07
JULIAN D. MORRIS DATE OF SIGNATURE:
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 4731

G:\APCo_Jec\s\800-899\PL865\CAD\SURVEY\EASEMENTS\FLOWAGE EASEMENTS\PL865 S G PLAT NO 4 20' FLOWAGE ESMT-SD01.dwg 9/10/2007 1:59:24 PM EDT

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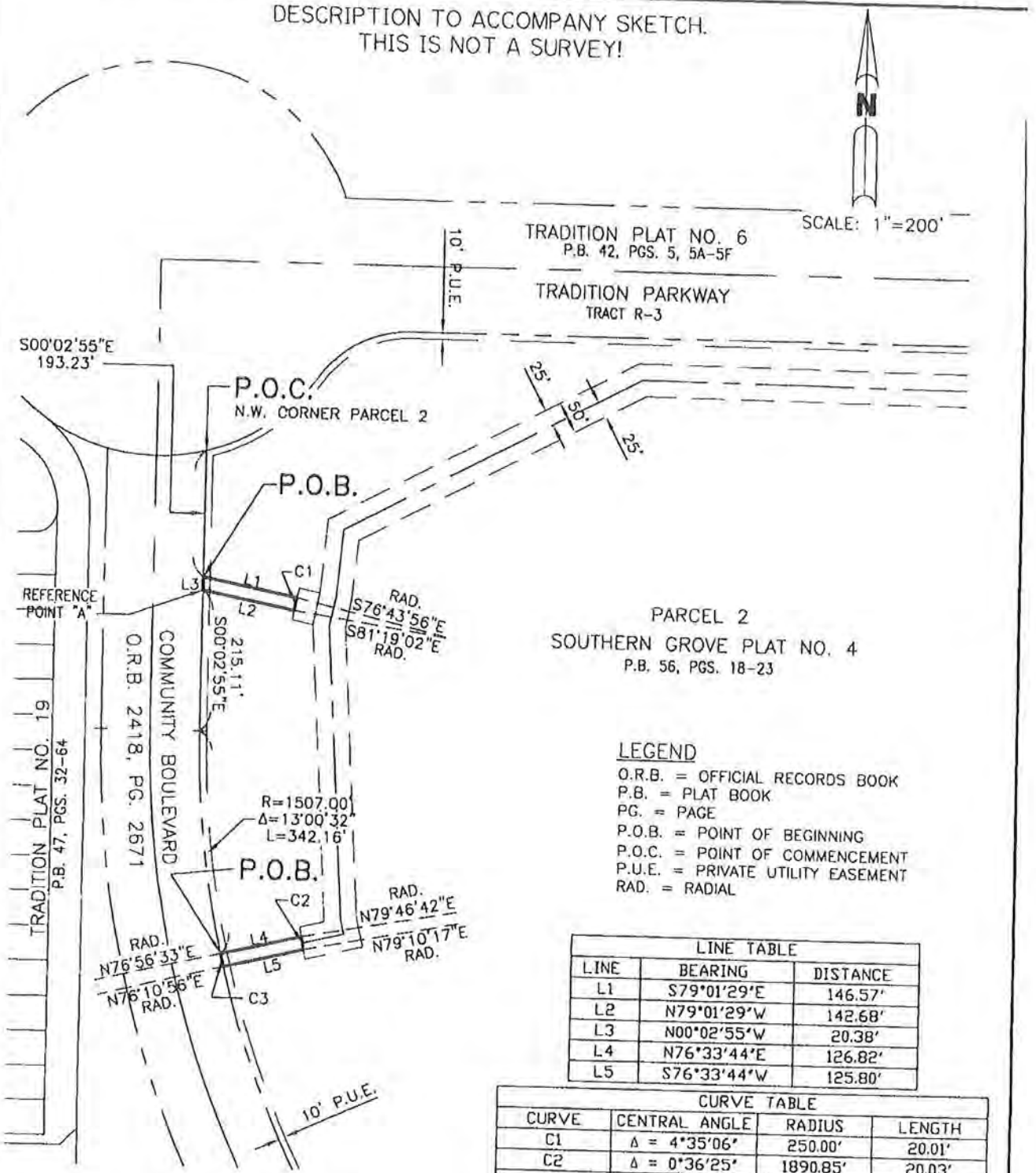
PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: N/A	CHECKED BY MTK
SHEET TITLE 20' FLOWAGE EASEMENT FOR S.G. PLAT NO. 4		DATE: 9-10-07	DRAWN BY JDM
		PROJECT NUMBER PL865SD01	DRAWING NUMBER PL865
SHEET 1 OF 2			

DESCRIPTION TO ACCOMPANY SKETCH.
THIS IS NOT A SURVEY!



LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.U.E. = PRIVATE UTILITY EASEMENT
RAD. = RADIAL

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S79°01'29"E	146.57'
L2	N79°01'29"W	142.68'
L3	N00°02'55"W	20.38'
L4	N76°33'44"E	126.82'
L5	S76°33'44"W	125.80'

CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	LENGTH
C1	Δ = 4°35'06"	250.00'	20.01'
C2	Δ = 0°36'25"	1890.85'	20.03'
C3	Δ = 0°45'37"	1507.00'	20.00'

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PROJECT MANAGER PROJMNGR	DEPARTMENT MANAGER DEPTMNGR	SCALE: 1"=200'	CHECKED BY MTK
SHEET TITLE 20' FLOWAGE EASEMENT FOR S.G. PLAT NO. 4		DATE: 9-10-07	DRAWN BY JDM
		PROJECT NUMBER B865SD01	DRAWING NUMBER B865
SHEET 2 OF 2			

EXHIBIT 2
PARTIAL ABANDOMENTS & TERMINATION FLOWAGE EASEMENT

[MXD Parcel]

(Original Records Book 3917, Page 2558)

This Instrument was prepared
by and upon recording
should be returned to:

Holland & Knight, LLP
200 So. Orange Ave., St. 2600
Orlando, Florida 32801
Attention: Stephen W. Snively

PARTIAL ABANDONMENT & TERMINATION
of
FLOWAGE EASEMENT [MXD Parcel]
(O.R. Book 2902, Page 1177)

This PARTIAL ABANDONMENT & TERMINATION OF FLOWAGE EASEMENT [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 Flowage Easement [MXD Parcel] dated October 30, 2007, and recorded November 7, 2007, in Official Records Book 2902, Page 1177, Public Records of Saint Lucie County, Florida ("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 that portion of the "Easement Area," as defined in the Flowage Easement, as more particularly described on Exhibit "A," attached hereto and by this reference made a part hereof ("Abandoned Easement Area").

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 as follows:

1. Any and all rights and obligations with regards to the Abandoned Easement Area existing pursuant to the Flowage Easement are hereby terminated and declared to be of no further legal force or effect. The Abandoned Easement Area is deleted from the Easement Area.

2. Except as provide above, the Flowage Easement shall continue in full legal force and effect.

[Separate Signature Pages for Grantor and Grantee Attached]

#39718142_v3

SIGNATURE PAGE FOR GRANTEE

This Signature Page for Grantee is attached to and made a part of that certain PARTIAL ABANDONMENT & TERMINATION OF FLOWAGE EASEMENT [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:

Kimberly A. Sala
Signature

Kimberly A. Sala
Name Printed

Nancy T. Hodde
Signature

Nancy T. Hodde
Name Printed

GRANTEE:

CITY OF PORT ST. LUCIE
a Florida municipal corporation

By: _____

Name: Patricia Roebling, P.E.

Title: Interim City Manager

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

The foregoing document was executed and acknowledged before me on Sept. 28, 2016, by Patricia Roebling as Interim City Manager 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.

Kimberly A. Sala
Notary Public

[NOTARY SEAL]

KIMBERLY A. SALA
Notary Public - State of Florida
Commission # GG 030969
My Comm. Expires Sep 15, 2020
Bonded through National Notary Assn

#39718142_v3

SIGNATURE PAGE FOR GRANTOR

This Signature Page for Grantor is attached to and made a part of that certain PARTIAL ABANDONMENT & TERMINATION OF FLOWAGE EASEMENT [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

Lon Martin
Name Printed

Kelly Rene Rea
Signature

Kelly Rea
Name Printed

GRANTOR:

TRADITION LAND COMPANY, LLC
an Iowa limited liability company

By: _____
David C. Feltman, President

STATE OF FLORIDA)
) ss.:
COUNTY OF PINELLAS)

The foregoing document was executed and acknowledged before me on September 28th, 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.

Kelly Rene Rea
Notary Public

[NOTARY SEAL]

KELLY RENE REA
MY COMMISSION # FF 204147
EXPIRES: March 22, 2019
Bonded Thru Notary Public Underwriters

#39718142_v3

EXHIBIT "A"

Abandoned Easement Area

THIS IS NOT A SURVEY
EXHIBIT "A"

FLOWAGE EASEMENT (ABANDONMENT)

A PORTION OF A 50.00 FOOT WIDE FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2902, PAGE 1177. LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF VILLAGE PARKWAY (A 150' WIDE RIGHT-OF-WAY) AND EAST OF THE WEST RIGHT-OF-WAY LINE OF VILLAGE POINT (AN 80' WIDE RIGHT-OF-WAY) ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT 11, AS RECORDED IN PLAT BOOK 70, PAGE 15-21 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF VILLAGE COMMONS (A 50.00' WIDE RIGTH OF WAY) AND THE WEST RIGHT-OF-WAY LINE OF VILLAGE PARKWAY, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT 11, AS RECORDED IN PLAT BOOK 70, PAGE 15-21 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (A 150' WIDE RIGHT-OF-WAY). THENCE N00°00'00"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 17.74 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 50.00 FOOT WIDE FLOWAGE EASEMENT.

THE FOLLOWING 6 COURSES FOLLOW THE CENTERLINE OF THE 50.00, FOOT WIDE FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2902, PAGE 1177, ST. LUCIE COUNTY, FLORIDA.

FROM THE POINT OF BEGINNING:
THENCE S78°23'56"W ALONG SAID CENTERLINE A DISTANCE OF 20.43'; THENCE S06°28'51"W A DISTANCE OF 85.12'; THENCE S85°54'42"W A DISTANCE OF 471.86'; THENCE N32°47'05"W A DISTANCE OF 366.84'; THENCE N89°29'34"W A DISTANCE OF 337.31'; TO THE WEST RIGHT-OF-WAY LINE OF VILLAGE POINT (AN 80' WIDE RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF SOUTHERN GROVE PLAT NO. 11 AS RECORDED IN PLAT BOOK 70, PAGE 15-21 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA), THENCE CONTINUE N89°29'34"W A DISTANCE OF 17.00' TO THE POINT OF TERMINATION.

CONTAINING +/-1.49 Acres, +/-64,894.57 Squore Feet

MICHAEL T. OWEN
PROFESIONAL SURVEYOR AND MAPPER #5556

DATED: 3-9-2016

SKETCH & DESCRIPTION
FLOWAGE EASEMENT
PARTIAL ABANDONMENT OF ORB 2902, PAGE 1177
(IN SOUTHERNGROVE PLAT NO. 11)

PREPARED FOR:
TRADITION LAND COMPANY LLC

ENGINEERS & SURVEYORS

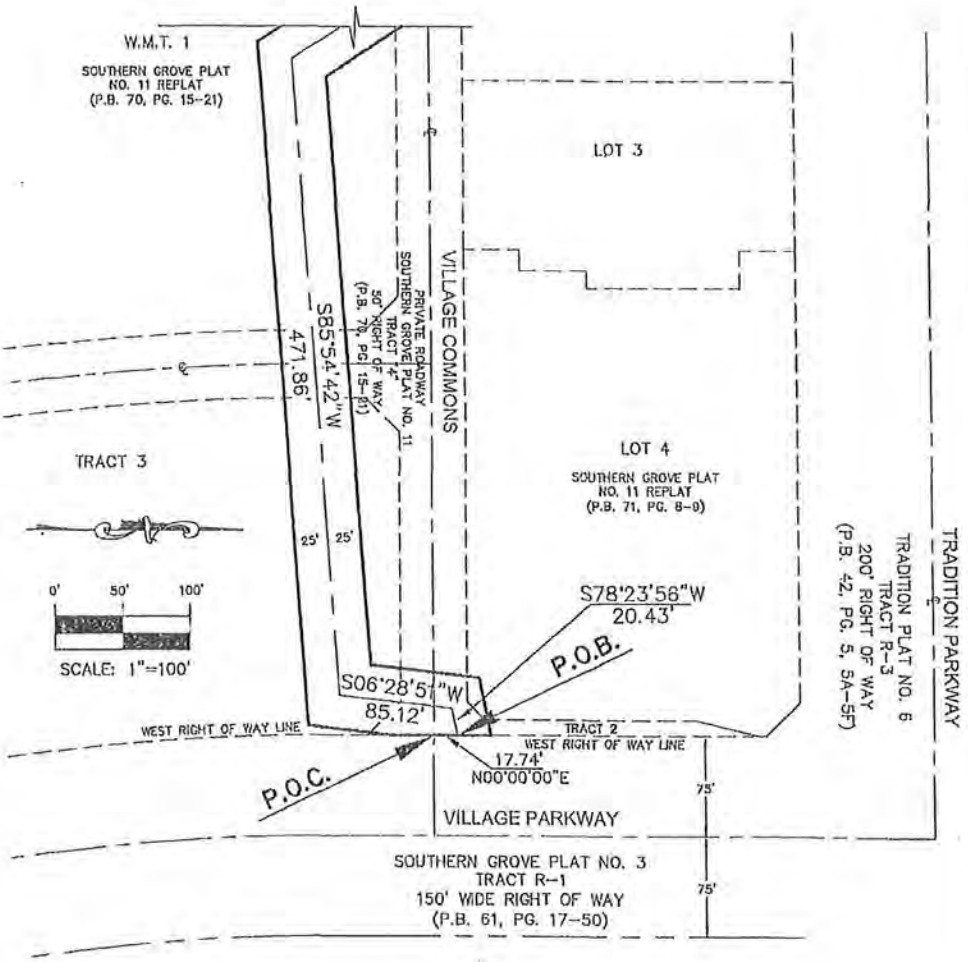
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383
fax: 772-462-2454
CERTIFICATE OF AUTHORIZATION LB #8098

REVISIONS

JOB No.: 16-101 DATE: 02/15/2016 DRAWN BY: MDG FIELD BOOK: PAGE: CHECKED BY: BCS EFB FILE: CADD FILE: 16-101 SD FE.dwg SHEET 1 OF 3

#39718142_v3

THIS IS NOT A SURVEY
EXHIBIT "A"



SKETCH & DESCRIPTION
FLOWAGE EASEMENT
PARTIAL ABANDONMENT OF ORB 2902, PAGE 1177
(IN SOUTHERNGROVE PLAT NO. 11)
PREPARED FOR:
TRADITION LAND COMPANY LLC

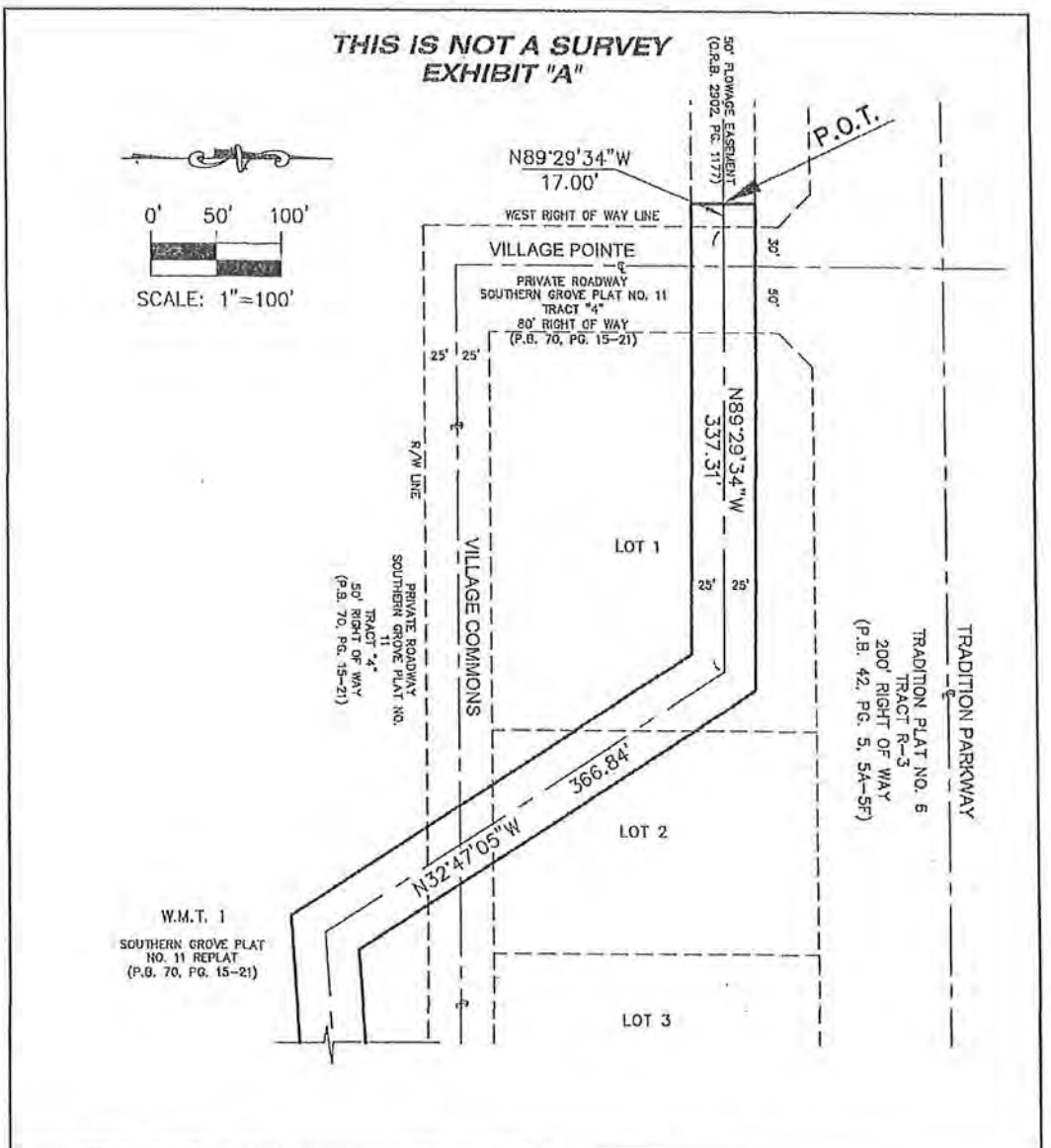
ENGINEERS & SURVEYORS

1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383
fax: 772-462-2454
CERTIFICATE OF AUTHORIZATION LB #8098

REVISIONS

JOB No. : 16-101 DATE: 02/15/2016 DRAWN BY: MDB FIELD BOOK: PAGE: CHECKED BY: BCS EFB FILE: CADD FILE : 16-101 SD FE.dwg SHEET 2 OF 3

#39718142_v3



SKETCH & DESCRIPTION

FLOWAGE EASEMENT

PARTIAL ABANDONMENT OF ORB 2902, PAGE 1177
(IN SOUTHERNGROVE PLAT NO. 11)

PREPARED FOR:

TRADITION LAND COMPANY LLC

ENGINEERS & SURVEYORS

1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383
fax: 772-462-2454
CERTIFICATE OF
AUTHORIZATION LB #8098

REVISIONS

JOB No. : 16-101 DATE: 02/15/2016 DRAWN BY: MSG FIELD BOOK: PAGE: CHECKED BY: BCS EFB FILE: CADD FILE : 16-101 SD FE.dwg

SHEET 3 OF 3

#39718142_v3

EXHIBIT 3

SECOND PARTIAL ABANDONMENT &TERMINATION OF FLOWAGE EASEMENT

[MXD Parcel]

This Instrument was prepared
by and upon recording
should be returned to:

Holland & Knight, LLP
200 So. Orange Ave., St. 2600
Orlando, Florida 32801
Attention: Stephen W. Snively

SECOND PARTIAL ABANDONMENT & TERMINATION
of
FLOWAGE EASEMENT [MXD Parcel]
(O.R. Book 2902, Page 1177)

This SECOND PARTIAL ABANDONMENT & TERMINATION OF FLOWAGE EASEMENT [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 Flowage Easement [MXD Parcel] dated October 30, 2007, and recorded November 7, 2007, in Official Records Book 2902, Page 1177, Public Records of Saint Lucie County, Florida ("Flowage Easement");

B. Grantor is the successor in interest to Horizons with authority to enter into this Agreement; and

C. Grantor and Grantee heretofore abandoned and terminated a portion of the Flowage Easement pursuant to that certain Partial Abandonment and Termination of Flowage Easement [MDX Parcel] recorded on September 29, 2016, in Official Records Book 3917, Page 2558, Public Records of St. Lucie County, Florida.

D. Grantor and Grantee wish to abandon and terminate an additional portion of the "Easement Area," as defined in the Flowage Easement, as more particularly described on Exhibit "A," attached hereto and by this reference made a part hereof ("Abandoned Easement Area").

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 as follows:

1. Any and all rights and obligations with regards to the Abandoned Easement Area existing pursuant to the Flowage Easement are hereby terminated and declared to be of no further legal force or effect. The Abandoned Easement Area is deleted from the Easement Area.

2. Except as provide above, the Flowage Easement shall continue in full legal force and effect.

SIGNATURE PAGE FOR GRANTEE

This Signature Page for Grantee is attached to and made a part of that certain SECOND PARTIAL ABANDONMENT & TERMINATION OF FLOWAGE EASEMENT [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 _____, 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 SECOND PARTIAL ABANDONMENT & TERMINATION OF FLOWAGE EASEMENT [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 _____)
) ss.:
COUNTY OF _____)

The foregoing document was executed and acknowledged before me on September ____, 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

THIS IS NOT A SURVEY
EXHIBIT "A"

DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY FLORIDA THE SAME BEING A PORTION OF A 50.00 FEET WIDE FLOWAGE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2902, PAGE 1177, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA AND A PORTION OF A PLATTED 50.00 FEET WIDE FLOWAGE EASEMENT RECORDED IN PLAT BOOK 70, PAGE 15 THROUGH 21, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF VILLAGE COMMONS WAY (A 50' WIDE RIGHT OF WAY) AND THE WEST RIGHT OF WAY OF VILLAGE POINTE (A 80' WIDE RIGHT OF WAY); THENCE S 00°00'00" E, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF VILLAGE POINTE RIGHT OF WAY, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S00°00'00"E ALONG SAID LINE, A DISTANCE OF 50.00 FEET; THENCE S 89°57'05" W, A DISTANCE OF 67.00 FEET; THENCE N 00°00'00" E, PARALLEL WITH SAID WEST LINE A DISTANCE OF 273.34 FEET; THENCE N 89°29'34" W, A DISTANCE OF 238.39 FEET; THENCE S 62°01'25" W, A DISTANCE OF 102.14 FEET TO A POINT 395.59 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST RIGHT-OF-WAY LINE OF VILLAGE POINTE; THENCE N 00°00'00" E, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 56.62 FEET; THENCE N 62°01'25" E, A DISTANCE OF 88.28 FEET; THENCE S 89°29'34" E, A DISTANCE OF 317.64 FEET TO THE WEST RIGHT-OF-WAY LINE OF VILLAGE POINTE; THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE N 89°29'34" W, A DISTANCE OF 17.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 222.86 FEET; THENCE N 89°57'05" E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 34,841.35 SQUARE FEET OR 0.800 ACRES, MORE OR LESS.

NOTE:
THE WEST LINE OF VILLAGE POINT RIGHT-OF-WAY IS ASSUMED TO BEAR S 00°00'00" E, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

SHEET 1 OF 2. NOT VALID WITHOUT SHEET 2 OF 2.

MICHAEL T. OWEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

9-28-2016
DATE

DESCRIPTION
50.00' WIDE FLOWAGE EASEMENT
ST. LUCIE COUNTY, FLORIDA

PREPARED FOR:
TRADITION

1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-418-8383 fax: 772-462-2454
CERTIFICATE OF AUTHORIZATION #LB 8098
ENGINEERS & SURVEYORS

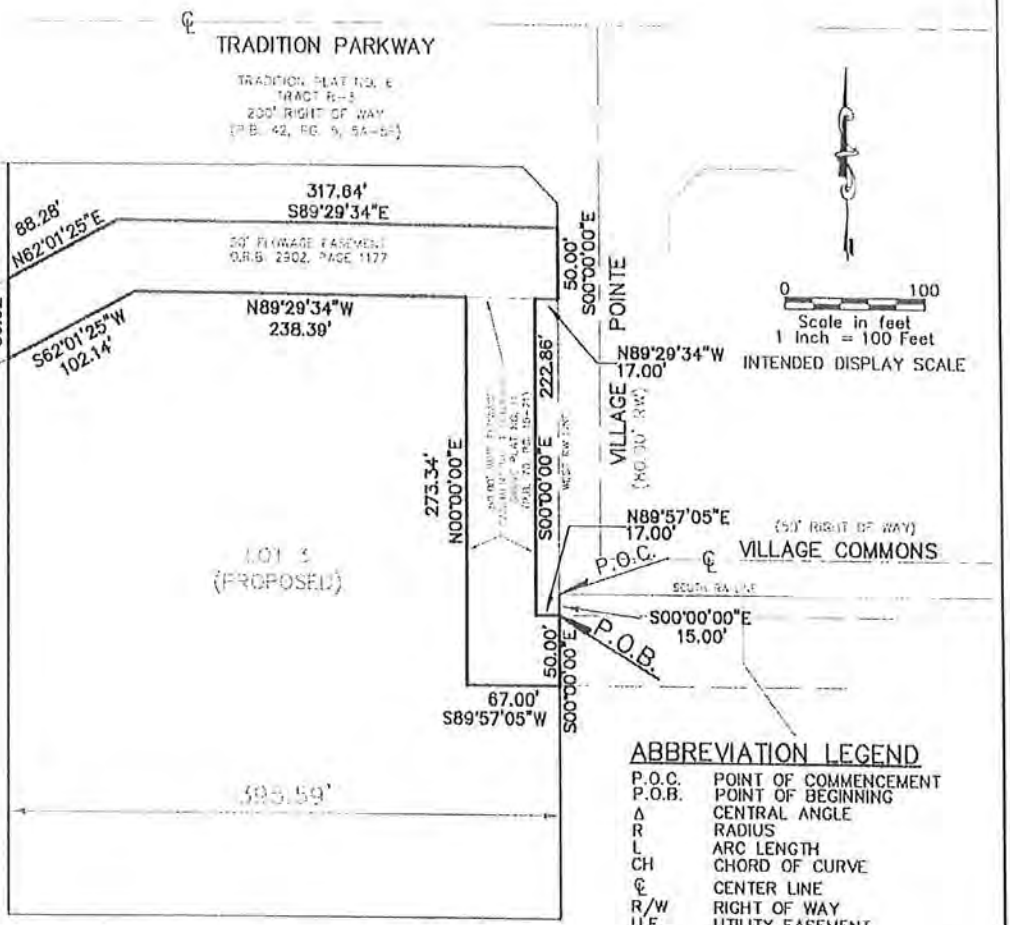
REVISIONS

JOB No. : 16-101-38 DATE: 9/28/2016 DRAWN BY: MDP FIELD BOOK: PAGE: CHECKED BY: MTO CADD FILE : 16-101-38 S02 EFD FILE: SHEET 1 OF 2

#48801753_v1

THIS IS NOT A SURVEY

EXHIBIT A



ABBREVIATION LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CH	CHORD OF CURVE
℄	CENTER LINE
R/W	RIGHT OF WAY
U.E.	UTILITY EASEMENT
P.B.	PLAT BOOK
(P)	PLAT DATA
O.R.B.	OFFICIAL RECORD BOOK
O.S.T.	OPEN SPACE TRACT
W.M.T	WATER MANAGEMENT TRACT
L.M.E.	LAKE MANAGEMENT EASEMENT
W.M.E.	WATER MANAGEMENT EASEMENT
P.D.E.	PRIVATE DRAINAGE EASEMENT

SKETCH OF DESCRIPTION
50.00' WIDE FLOWAGE EASEMENT
ST. LUCIE COUNTY, FLORIDA

PREPARED FOR:
TRADITION LAND COMPANY, LLC

1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383 fax: 772-462-2454
CERTIFICATE OF AUTHORIZATION #LB 8098
ENGINEERS & SURVEYORS

REVISIONS

Job No. : 16-101-3B DATE: 9/28/2016 DRAWN BY: MDP FIELD BOOK: PAGE: CHECKED BY: MTO EFB FILE: CADD FILE : 16--101-3B SD2

SHEET 2 OF 2

7:\16 Projects\16-101 Southern Grove Plat No 17\16-101-3c EE Abandonmnt number two\16-101 EE2 S&D.dwg, 10/18/2016 2:04:57 PM, Mark

#48801753_v1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

COUNCIL ITEM 8B
DATE 1/9/16

Agenda Item #: 10B
Meeting Date: 12/12/16

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Sherman Conrad, Director, Parks and Recreation
Cheryl Shanaberger, Director, Procurement Management Department

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Ordinance: Contract #20160113 – Williams Property Lease for Livestock Grazing and Property Maintenance

Submittal Date: 12/5/2016 1694

STRATEGIC PLAN LINK: City of Port St. Lucie Goals 2020, Financially Sound City, high performance City organization

BACKGROUND: The City's Procurement Management Department (PMD) issued a LOI on July 23, 2016 to identify firms that would be interested in the opportunity to lease the City owned Williams Road property for the lease of livestock grazing, mowing areas of approximately 35.242 acres three (3) times per year, and maintenance of fencing. Ninety one (91) suppliers and eight (8) Supplemental Suppliers were notified via DemandStar. On August 16, 2016, one (1) proposal was received. The proposal was reviewed by PMD and Parks & Recreation.

ANALYSIS: Jacob Concannon meets all of the required qualifications and provides the best value to the City for the Williams Property Lease for Livestock Grazing and Property Maintenance. Mr. Concannon has six (6) years of experience in the livestock business and submitted a proposal that will include mowing the property a minimum of three (3) times annually, all fencing repairs, and payment of the annual property taxes for grazing agriculture exemption. In addition, Mr. Concannon will pay $10.00 per acre, per year to lease the property. Mr. Concannon owns property that is contiguous to this property. This lease shall serve to reduce the expenditure of City funds associated with the maintenance and mowing of the site.

FINANCIAL INFORMATION: Total expenditures for this lease and services outlined in the lease is $0.00. Total annual income is $352.42.

LEGAL INFORMATION: Reviewed by Ella Gilbert on 12/2/16 and approved as to form.

STAFF RECOMMENDATION: Approval of the Ordinance and Contract #20160113 with Jacob Concannon for the Williams Road Property Lease for Livestock grazing and Property Maintenance. Contract Period will begin after its final adoption and execution of required documents for a ten (10) year term, with the option to renew if agreed upon by both the City and Lessee, without bidding or Council approval, for an additional ten (10) year period.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/12/2016

LOCATION OF PROJECT: Williams Road – map and legal description attached.

ATTACHMENTS: Legal Memorandum, Composite Exhibit "A" (Ordinance with Exhibits 1 and 2 – Ordinance, Lease, Legal Description, Property Sketch), Ordinance Exhibit "2" Legal Description and Property Sketch , copy of clarification email and winning proposer LOI response, LOI documents

*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
DEC 0 5 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM
DATE

COUNCIL ITEM 10B
DATE 12/12/16

ORDINANCE 16 -94

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRAZING LEASE AGREEMENT FOR WILLIAMS ROAD PROPERTY BETWEEN JACOB CONCANNON, AND THE CITY OF PORT ST. LUCIE; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City Manager of the City of Port St. Lucie is hereby authorized and directed to execute the Grazing Lease Agreement (the "Lease") in substantially the same form that is attached hereto and incorporated herein as Exhibit "1", between the City of Port St. Lucie ("City") and Jacob Concannon. Said Lease provides that certain portions of Williams Road Property may be used by Jacob Concannon for cattle and livestock grazing and pasturing purposes. In exchange for being able to use for grazing activities the leased premises, which are more specifically identified and described in Exhibit "2" to the Lease, Jacob Concannon will maintain and mow the McCarty Ranch Preserve property. This Lease shall serve to reduce the expenditure of City funds associated with the maintenance and mowing of the site.

Section 2. That this Ordinance shall become effective immediately after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2017.

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

CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

TO: BRENDA LEO, CONTRACT SPECIALIST
CHERYL SHANABERGER, PROCUREMENT DIRECTOR

FROM: ELLA M. GILBERT, STAFF ATTORNEY EMG

DATE: DECEMBER 2, 2016

SUBJECT: ORDINANCE 16-___
AUTHORIZING THE EXECUTION OF A GRAZING LEASE AGREEMENT FOR WILLIAMS ROAD PROPERTY BETWEEN JACOB CONCANNON, AND THE CITY OF PORT ST. LUCIE; 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 execute a grazing lease agreement for the Williams Road Property between Jacob Concannon and the City of Port St. Lucie.

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 execute the grazing lease. 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/jl

Attachments: Ordinance 16-_____ with Exhibits
cc: O. Reginald Osenton, City Attorney

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, Florida 34984-5099 • 772/871-5294 • Fax:772/344-4298
TDD: 772/873-6339

COMPOSITE EXHIBIT "A"

(Ordinance with Exhibits)

EXHIBIT
"1"

WILLIAMS ROAD PROPERTY CATTLE GRAZING LEASE

Prepared under the direction and/or review of:
Ella M. Gilbert, Staff Attorney
Prepared by and when recorded return to:
Brenda Leo, Buyer for Procurement Mgmt Dept.
CITY OF PORT ST. LUCIE
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

CITY OF PORT SAINT LUCIE
GRAZING LEASE AGREEMENT

THIS GRAZING LEASE AGREEMENT ("Lease"), 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**, ("LESSOR"), and **JACOB CONCANNON,** whose principal address is 12801 Williams Road, Port St. Lucie FL, , Telephone No. ___ _____ ("LESSEE").

WITNESSETH

WHEREAS, LESSOR is the record fee simple owner of certain lands, known as the Port St. Lucie's Williams Road Property consisting of an approximate total of 35.242 +/- acres (the "Parent Tract"), located near and/or adjacent to Williams Road, lying in Section 08, Township 36, Range 39 NE ¼ of SW ¼-LESS CANAL RS/W, Port St. Lucie, St. Lucie County, Florida, the legal description of which and site location map are attached hereto as Exhibit "A"; and

WHEREAS, LESSEE owns cattle and is seeking vacant lands for their feeding, pasturing, and grazing; and

WHEREAS, LESSEE desires to lease LESSOR'S Parent Tract (the "Leased Property") for the purpose of pasturing and grazing LESSEE'S cattle and other approved livestock; and

WHEREAS, the parties desire to enter into the Lease, setting forth the restrictions, covenants and mutual understandings and undertakings, regarding LESSEE'S use of the Leased Property for cattle grazing.

NOW THEREFORE, in consideration of the foregoing premises, the undertakings and mutual agreements contained herein, the parties hereby covenant and agree as follows:

RECITALS

The foregoing recitations are true and correct and are incorporated herein by reference.

Space above this line reserved for recording office use only)

ARTICLE I
USE OF THE LEASED PROPERTY

LESSEE will pay to LESSOR an annual rental amount of $352.42 per year, such amount to be paid by LESSEE to LESSOR on or before the first day of each annual period of this Lease. This rental amount has been calculated by multiplying the rate of $10 per acre for each acre of the Premises by the total number of acres on the Premises, which is 36.18 acres.

LESSEE may have livestock, other than cattle, to graze on the Leased Property provided that prior written approval is obtained from the LESSOR. LESSEE shall provide to LESSOR written notice of LESSEE'S desire to have livestock other than cattle, and seek LESSOR'S written approval, no less than seven (7) business days prior to the planned date to have the additional type of livestock moved, located or transferred to the Leased Property.

LESSEE'S grazing activities and use of the Leased Property shall not restrict the movement of wildlife through the Parent Parcel or interfere with the public's recreational use of the lands that are not included under this Lease as the Leased Property.

ARTICLE II
TERM OF THE LEASE

This Lease shall be for an initial term of ten (10) years, commencing on the _____ day of _____, 2017 ("Commencement Date"), and terminating on the _____ day of _____, 2027 ("Termination Date"), with options to renew for up to two (2) additional 5-year terms upon the written mutual agreement of the Parties.

ARTICLE III
CONDITION OF LAND AND LESSEE'S ACCEPTANCE

LESSEE hereby accepts the Leased Property in an "As Is, Where Is, and With All Faults" condition and without any warranty, representation, expressed or implied, concerning the condition or characteristics of the Leased Property, commencing on the Commencement Date. Without limiting the foregoing, LESSOR makes no representation or warranty concerning the condition of the Leased Property or the fitness of the Leased Property for the pasturing or grazing of LESSEE'S cattle. LESSEE hereby represents that LESSEE has examined the Leased Property to its complete and total satisfaction and accepts it in its present condition. Any and all testing, construction, alterations, additions, or improvements, including but not limited to fencing, shall require the prior written consent of LESSOR and shall be at the sole cost and expense of LESSEE.

ARTICLE IV
UTILITIES AND TAXES

During the term of this Lease, and any renewal thereof, LESSEE shall be responsible for the payment of any and all charges for water, waste disposal services, electricity, trash collection, and any other utilities or other services used by LESSEE. LESSOR shall have no liability or responsibility whatsoever, under the terms of this Lease, for the provision of or payment for utilities or other services to the Leased Property. LESSEE shall also pay and fully discharge all taxes when due, including, without limitation, all personal property taxes, all real estate taxes, special assessments, and governmental charges of every

character levied and assessed during the term of this Lease against the Leased Property and any fixtures, improvements, appliances, livestock and other personal property placed by LESSEE in, on, under or about the Leased Property. However, with respect to the payment of the real estate tax bills, LESSOR, following a receipt of a real estate tax bill, shall submit a copy of that tax bill, via e-mail transmission, to the LESSEE and LESSEE shall promptly remit payment directly to the St. Lucie Tax Collector for the full amount of taxes and any assessments due and owing for the Leased Property. LESSEE shall furnish proof of payment to the LESSOR within ten (10) calendar days of the payment. In the event LESSOR fails to promptly pay the taxes and assessments on or before February 1st in any given year during this Lease, then LESEE shall be responsible for the additional payment of any penalty or late fee assessed for the untimely payment. Further, LESSEE'S failure to timely pay the utilities and taxes shall constitute a breach or default of this Lease.

ARTICLE V
MAINTENANCE

It shall be the sole responsibility of LESSEE to secure, at no cost to LESSOR, any and all necessary permits and approvals relating to LESSEE'S bona fide agricultural use of the Leased Property. LESSEE agrees to maintain the grass at a height not to exceed three (3) feet and to keep the grounds in an attractive condition and appearance during the term of this Lease, or any extension or renewal thereof. LESSEE'S obligations for Parent Parcel Upkeep shall also include the removal and management of exotic plants and trees on the Parent Parcel.

LESSEE'S maintenance of the grass and grounds on the Leased Property may include the application of herbicides, fertilizer and lyme to enrich the land as needed for cattle grazing provided that LESSEE'S application of such agricultural chemicals (1) complies with all federal, state and local laws, regulations and guidelines, and (2) complies with any other conditions or restrictions imposed by LESSOR during the term of LESSEE'S use and occupancy of the Leased Property.

In addition, if LESSEE should desire to control burn any portion of the Leased Property, but never simultaneously, then LESSEE shall submit its request for LESSOR'S written consent. Accordingly, LESSEE may control burn provided that LESSEE obtained LESSOR'S prior written consent together with any required permits and/or approvals by the appropriate regulatory agencies. Prior to undertaking any such activities LESSEE shall provide copies to LESSOR of the applicable permits and approvals for LESSEE'S control burn activities, and the control burn may only be performed by a person certified by the State of Florida to perform such actions.

Further, LESSEE shall assist the LESSOR in controlling the feral swine population on the Leased Property so that the feral swine do not become a nuisance on the Parent Parcel. LESSEE shall obtain LESSOR'S prior written consent to undertake any measures to control and/or eradicate the wild pig, hog, or boar problem. Provided that LESSEE has obtained LESSOR'S prior written consent, then LESSEE shall obtain any required permits and/or approvals from the appropriate regulatory agencies and entities in order to control the feral swine population. *However, the use of firearms on the Leased Property, for any reason whatsoever is strictly prohibited unless (1) LESSEE obtains prior written consent from the LESSOR, (2) an emergency situation arises that requires the use of a firearm to euthanize LESSEE'S cattle or livestock, and/or (3) the Parent Parcel is established by the Florida Fish and Wildlife Conservation Commission as a public hunting area and hunting by LESSEE occurs in compliance with the laws and rules established for*

that area.

LESSEE agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary, in order to keep the Leased Property in a state of good repair, and in a safe and clean condition at all times. In addition, specifically with regard to any damage to the fencing and gates, including damage caused by vandalism, malicious mischief or criminal acts, LESSEE shall take all necessary actions to remedy such damage as is required under the terms of the Lease.

ARTICLE VI
LESSEE'S GENERAL DUTIES AND OBLIGATIONS

LESSEE shall not commit, or suffer to be committed, any waste on the Leased Property, nor shall LESSEE maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Property or use the Leased Property for any unlawful purpose. LESSEE shall police the Leased Property and be responsible for the removal and eviction of any and all trespassers to the lands. LESSOR shall have no responsibility with respect to the removal or eviction of trespassers to the Leased Property, but retains the right to do so. LESSEE shall furnish to LESSOR a key or combination, as may be applicable, to any gate or lock to the Leased Property, improvement or structure located thereon that is utilized by LESSEE, at LESSEE'S sole cost and expense. LESSEE shall not construct any ditches, dikes, roads (paved or otherwise), improvements or structures on the Leased Property without obtaining the prior written consent of the LESSOR.

LESSEE shall comply with all present and future laws, rules, regulations and directives of any municipal, county, state, federal, or other governmental authority applicable to the Leased Property or to LESSEE'S acts or activities on the Leased Property, including but not limited to the Migrant and Seasonal Agricultural Workers Protection Act, Chapter 450 Registration Act and the Florida Agricultural Worker Safety Act, Section 487.20, et. seq.

It shall be the sole responsibility of LESSEE to secure, at no cost to LESSOR, any and all necessary permits and approvals relating to LESSEE'S bona fide agricultural use of the Leased Property. The LESSEE shall fully cooperate with LESSOR in obtaining any necessary livestock water permit from the South Florida Water Management District ("SFWMD"). LESSEE hereby agrees that its cattle grazing activities shall not cause LESSOR to be non-complaint with any SFWMD rules, regulations or permit requirements concerning the use, by either the LESSOR or LESSEE, of the Parent Parcel or Leased Property. In the event LESSEE'S activities cause LESSOR to be in violation of any SFWMD permit, rule or regulation, then within fifteen (15) calendar days of the date LESSOR provides LESSEE with written notice of the violation, LESSEE shall cause the violating activities to immediately cease so the LESSOR may be deemed "in compliance" with any such applicable permits, rules or regulations. In the event LESSEE fails to cause the Leased Property to be in compliance following receipt of said notice from LESSOR, then LESSOR may immediately terminate the lease and provide written notice of the early termination to LESSEE with a period of twenty (20) calendar days for LESSEE to remove any horses, cattle or personal property. Any such personalty or chattel of the LESSEE that is not removed within that 20-day period shall become the property of the LESSOR.

Further, LESSEE agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary, in order to keep the Leased Property in a state of good repair, and in a safe and clean condition at all times. In addition, specifically with regard to any damage to the fencing and gates, including damage caused by vandalism, malicious mischief or criminal acts, LESSEE shall take all necessary actions to remedy such damage as is required under the terms of the Lease and any renewal or extension thereof.

Space above this line reserved for recording office use only)

ARTICLE VII
INSTALLATION AND MAINTENANCE OF FENCING

LESSEE, at its sole cost and expense, shall be required to install additional and maintain any and all existing fencing and gates on the Leased Property to keep the cattle and other approved grazing livestock from wandering or escaping beyond the limits of the Leased Property during the term of this Lease. LESSOR'S written approval of the proposed type and location of the fencing and gates shall be required prior to LESSEE'S installation of new fencing improvements. The installation of the fencing and gates shall be completed within a reasonable time after the Commencement Date of this Lease as LESSEE'S cattle and approved livestock shall not be allowed to occupy any portion of the Leased Property that is not secured until the installation or repair of fencing is complete. If any part of the Leased Property is being utilized or occupied by LESSEE'S cattle and livestock, then said area shall be fenced. Any and all fencing and gates required under this Lease shall become the property of the LESSOR at the termination of this Lease.

ARTICLE VIII
OCCUPANCY OF LEASED PROPERTY BY CATTLE

The occupancy and use of the Leased Property for the pasturing and grazing of LESSEE'S cattle and any pre-approved livestock shall enable LESSOR to apply for the classification of the Leased Property as Agricultural Lands for property tax purposes. To ensure that the Leased Property qualifies for agricultural classification, and that LESSEE is in compliance with the terms of the Lease relating to the maintenance of the grass and grounds, LESSEE shall have its cattle occupy the Leased Property by no later _____ _____. The denial of LESSOR'S application for the agricultural classification of the Leased Property shall neither relieve LESSEE of its obligation to pay any and all real estate taxes that are due and owing during the term of this Lease, nor shall such a denial serve as cause for the termination of the Lease or a default or breach of this Lease by LESSOR.

With respect to the transport, relocation and placement of LESSEE'S cattle on the Leased Property, any and all such activities relating to the movement of the cattle shall be coordinated with LESSOR. Notice of LESSEE'S desire to move, relocate, or transfer the cattle to, from, the Area that will require LESSEE and its livestock to traverse any lands that are not included as being part of the Leased Property, shall be provided to LESSOR not less than seven (7) business days prior to the planned date to move, relocate or transfer the livestock.

ARTICLE IX
NO LIABILITY FOR PERSONAL PROPERTY

All personal property, including any livestock, placed, moved, or constructed on the Leased Property shall be at the sole risk of LESSEE, or owner thereof.

ARTICLE X
ASSIGNMENT

LESSEE shall not sublet, transfer, mortgage, pledge or dispose of this Lease or any extension of the term hereof without the written consent of LESSOR first obtained in each case. LESSOR is under no

obligation to provide LESSEE with its consent to any such sublease, transfer, mortgage, pledge, disposition or extension of this Lease.

ARTICLE XI
SIGNS

LESSEE shall, at its sole cost and expense, post signs on all gates that will read, "NO TRESPASSING – CATTLE – KEEP GATES CLOSED." The signs shall be of a design and form of letter to be first approved by LESSOR.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Lease, LESSOR and LESSEE agree that LESSEE shall and may peaceably have, hold and enjoy the Leased Property without hindrance or molestation by LESSOR.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LESSOR shall not be liable for any damage or injury which may be sustained by any person or party on the Leased Property, other than the damage or injury caused solely by the negligence of the LESSOR, its officers, employees, agents, invitees, or instrumentalities subject to all limitations of Section 768.28 of the Florida Statutes.

ARTICLE XIV
LESSOR'S RIGHT OF ENTRY

LESSOR, or any of its agents, contractors, or representatives, shall have the right to enter and access the Leased Property at any and all times; and the parties agree that LESSOR shall have its own locks to the gates to facilitate such uninhibited access.

ARTICLE XV
SURRENDER OF THE LEASED PROPERTY

LESSEE agrees to surrender to LESSOR at the end of the term of this Lease, or any extension thereof, the Leased Property and any fencing installed or other structures erected thereon, in as good condition as they were at the beginning of the term of this Lease; ordinary wear and tear and damage by windstorm or other acts of God excepted.

ARTICLE XVI
DESTRUCTION OF THE LEASED PROPERTY

In the event the Leased Property or any portion thereof should be damaged by fire, windstorm or other casualty that would render the same useless for the purpose of pasturing and grazing LESSEE'S cattle, either party may cancel this Lease by providing written notice to the other within five (5) business days of the occurrence of the fire, windstorm, or other casualty. Should the Lease be cancelled under the terms and conditions of this Article XIII, then neither party shall be responsible to the other party for any expense associated with the cancellation.

Space above this line reserved for recording office use only)

ARTICLE XVII
SUCCESSORS IN INTEREST

It is hereby acknowledged and agreed to by the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVIII
CANCELLATION OF THIS LEASE

LESSOR shall have the right to cancel this Lease for convenience at any time by giving the other at least one hundred (100) calendar days written notice prior to the effective date of the cancellation and voluntary termination of this Lease.

ARTICLE XIX
OPTION TO RENEW

Provided this Lease is not otherwise in default, LESSEE is hereby granted the option to extend this Lease for two (2) consecutive periods of five (5) years each for an additional total of ten (10) years under the same terms and conditions. LESSEE shall provide written notice to LESSOR of LESSEE's desire to exercise its option to renew this Lease at least ninety (90) calendar days prior to the Termination Date. If LESSEE'S option to renew is either not exercised or is denied by LESSOR, as a result of LESSEE'S default of any provision of this Lease, then this Lease shall expire on the Termination Date.

ARTICLE XX
NOTICE

It is understood and agreed between the parties that all notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, or by United States Mail with postage prepaid (Airmail if international), and shall be directed to the following persons and/or entities unless written notice of a change of address is given:

FOR LESSEE:
JACOB CONCANNON
12801Williams Road
Port St. Lucie, FL 34984

Phone: 772-882-5778
Fax:
Email: **jacobconcannon@yahoo.com**

FOR LESSOR:
PORT ST. LUCIE PARKS & RECREATION
2195 S.E. Airoso Blvd.
Port St. Lucie, FL 34984
Attn: Brad Keen, Assistant Director
Phone: 772-873-6400
Fax: 772-873-6405
Email: bmacek@cityofpsl.com

With Copy to:
PROCUREMENT MANAGEMENT DEPT.
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Attn: Brenda Leo, Contract Specialist
Phone: 772-871-5223
Fax: 772-871-7337

Space above this line reserved for recording office use only)

Email: bleo@citvofpsl.com

Notice delivered or mailed as stated above shall constitute sufficient notice to the parties in compliance with the terms of this Lease. Notice provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XXI
INDEMNIFICATION AND HOLD HARMLESS

LESSEE shall indemnify and hold harmless LESSOR, and LESSOR'S officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the LESSOR or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Lease by LESSEE or LESSEE'S employees, agents, servants, partners, principals, contractors, or subcontractors. LESSEE shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of LESSOR, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LESSEE expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by LESSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend LESSOR or its officers, employees, agents and instrumentalities as herein provided. Further, as additional consideration for this indemnity provision of the Lease, LESSOR shall pay LESSEE the total sum of TEN DOLLARS ($10.00), and said sum shall be paid prior to LESSEE'S placement of its cattle on the Leased Property.

ARTICLE XXII
INSURANCE

LESSEE shall, on a primary basis and at its sole cost and expense, agree to maintain in full force and effect at all times during the term of this Lease, LESSEE'S insurance coverage with the limits and any endorsements as required under this Article. The requirements contained herein, in addition to LESSOR'S review and/or acceptance of the insurance maintained by LESSEE are not intended to and shall not in any manner whatsoever limit or qualify the liabilities and obligations assumed by LESSEE under this Lease.

The parties agree and recognize that it is not the intent of the LESSOR that any insurance policy/coverage that may be obtained pursuant to any provision of this Lease will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and LESSOR shall not be obligated to provide any insurance coverage other than for the itself or extend its sovereign immunity pursuant to Section 768.28 of the Florida Statutes, under its self-insured program. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this LESSEE'S ownership of livestock and use of the Leased Property for cattle grazing, or any obligation to name LESSOR as an additional insured under any other insurance policy, or otherwise protect the interests of the LESSOR as specified in this Lease.

LESSEE shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440 of the Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. If any of LESSEE'S activities relating to its lease of the Leased Property qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), then

proof of appropriate Federal Act coverage must be provided to LESSOR.

Commercial General Liability Insurance issued under an Occurrence form basis, including Contractual liability, to cover the indemnification and hold harmless agreement set forth in the above Article XXI, with limits of not less than the following:

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

In addition, said Commercial General Liability Insurance policy shall contain no bodily injury or property damage liability exclusion(s) for animals or livestock. Compliance with the foregoing requirements shall not relieve LESSEE of its liability and obligations under this Article or under the Indemnification and Hold Harmless Article, or any other portion of this Lease.

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. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of LESSOR. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed or activity taking place on the Leased Property. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality for the State of Florida, its officers, employees and agents, and for the Lease Agreement, including any amendments thereto for the Williams Road Property at 12801 Williams Road, Port St. Lucie, Florida shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) calendar days' written notice to LESSOR prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City of Port St. Lucie is amended during the term of this Lease to exceed the above-described limits, LESSEE shall be required, upon receipt of thirty (30) calendar days' written notice from LESSOR, to provide coverage at least equal to the amended statutory limit of liability of the City of Port St. Lucie. Copies of the Additional Insured endorsements coverage should be attached to the Certificate of Insurance.

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

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LESSEE hereby agrees by entering into this Lease 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 LESSEE shall notify the insurer and request the policy to 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 LESSEE to ensure that all of its contractors or subcontractors comply with the same insurance requirements referenced above. LESSOR, by and through the Risk Management Department of the City of Port St. Lucie, reserves the right but not the obligation to review and reject any insurer providing covered. All deductible amounts shall be paid for and be the responsibility of LESSEE for any and all claims under this Lease. Further, LESSEE may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit of not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, LESSOR shall be endorsed as an "Additional Insured."

ARTICLE XXIII
COMPLIANCE WITH LAWS

LESSEE shall abide by and be in compliance with any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Lease as well as all applicable federal and state laws, regulations, and local ordinances and other policies. LESSEE covenants and agrees that during the term of this Lease, LESSEE shall obtain any and all necessary permits, licenses, certificates and approvals and that all uses of the Leased Property, in addition to LESSEE'S ownership of the cattle, will be in conformance with all applicable laws, including applicable zoning regulations. Further, LESSEE shall pay any and all charges, taxes, fees or assessments levied against the Leased Property, and failure to timely pay will constitute a breach of this Lease.

ARTICLE XXIV
DEFAULT

Failure of LESSEE to comply with each and every term and condition of this Lease, or LESSEE'S failure to perform any of its obligations set forth herein shall constitute a breach and default of this Lease. Unless otherwise provided for herein, LESSEE shall have thirty (30) calendar days from the date of its receipt of LESSOR'S written notice of default to cure the default. If LESSEE fails to cure the default, then LESSOR may elect to terminate this Lease by submitting to LESSEE a Notice of Termination, and/or pursue any other remedy available to LESSOR to enforce the provisions of this Lease. LESSOR'S termination of the Lease pursuant to the terms of this paragraph shall cause this Lease to expire with the same force and effect as thought the date set forth in said Notice were the date originally set as the Termination Date of this Lease. In addition, LESSEE may be liable for any damages suffered by LESSOR as a result of LESSEE'S default.

ARTICLE XXV
TERMINATION

Upon the termination of the term of this Lease, all improvements shall become the property of LESSOR and LESSEE shall not be entitled to receive any reimbursement or other compensation for such

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improvements to the Leased Property. Ten (10) calendar days prior to the Termination Date of this Lease, LESSEE shall have all of its cattle, materials, equipment and any other items stored on the Leased Property, which are not otherwise supposed to become the property of LESSOR, under the terms of this Lease. The improvements that shall become the property of LESSOR include fencing, gates, cattle pens and pole barns.

ARTICLE XXVI
LAW AND VENUE

This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida; and in the event of any litigation concerning the terms of this Lease, proper venue thereof shall be in St. Lucie County, Florida.

ARTICLE XXVII
INVALID PROVISIONS

In the event any term or provision of this Lease is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Lease may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

ARTICLE XXVIII
RECORDING

This Lease or notice thereof shall be recorded by LESSOR in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida, and may be recorded by LESSOR in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida.

ARTICLE XXIV
EFFECTIVENESS

The effectiveness of this Lease is subject to and contingent upon approval by the City Council of Port St. Lucie, as well as public hearing, if applicable. The date of such approval of the Lease by LESSOR, as set forth above is the Effective Date of this Agreement.

ARTICLE XXX
ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and all previous negotiations leading thereto, and shall supersede and take precedence over any and all prior and contemporaneous agreements or understandings between the parties or verbal statements of any official or other representative of the LESSOR.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease to be executed by their respective and duly authorized officers the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Space above this line reserved for recording office use only)

LESSOR:

ATTEST:

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Karen A. Phillips
City Clerk

By: _____
Russ Blackburn
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
O. Reginald Osenton
City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, that on this ___ day of _____, 2016, before me, an officer duly authorized to administer oaths and take acknowledgments, Russ Blackburn, as City Manager of the City of Port St. Lucie, a Florida municipal corporation, and authorized to act for and on behalf of the City of Port St. Lucie, personally known to me, executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this, the _____ day of _____, 2016.

_____(Seal)

NOTARY SEAL/STAMP

_____
Print Name of Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

Space above this line reserved for recording office use only)

LESSEE:

JACOB CONCANNON

Signed, sealed and delivered
in the presence of:

_____
Witness
Print Name: _____

_____
Witness
Print Name: _____

By:_____
Print name:_____
Title:_____

STATE OF FLORIDA)
) ss
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, 2016, before me, an officer duly authorized to administer oaths and take acknowledgments, _____, personally known to me or proven by producing the following identification _____ _____to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this, the _____ day of _____, 2016.

_____(Seal)

NOTARY SEAL/STAMP

_____
Print Name of Notary Public

LEASE
EXHIBIT
"A"
(Legal Description)

DESCRIPTION

BEING A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 39 EAST, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE NORTH 89°26'58" WEST ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 39.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH SAINT LUCIE WATER MANAGEMENT DISTRICT CANAL NUMBER 90 (A 78 FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID NORTH LINE, SOUTH 00°26'13" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,299.85 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEWELL ROAD (A 50 FOOT WIDE RIGHT-OF-WAY ROAD); THENCE NORTH 89°51'44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2563.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH SAINT LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NUMBER 89 (A 83 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 00°29'05" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1458.27 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE SOUTH 89°43'35" WEST, A DISTANCE OF 83.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID CANAL NUMBER 89 ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°29'05" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1216.23 FEET; THENCE DEPARTING WEST RIGHT-OF-WAY LINE NORTH 89°59'19" WEST, A DISTANCE OF 1266.65 FEET; THENCE NORTH 00°22'45" WEST, A DISTANCE OF 1209.93 FEET; THENCE NORTH 89°43'35" EAST, A DISTANCE OF 1264.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.242 ACRES MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

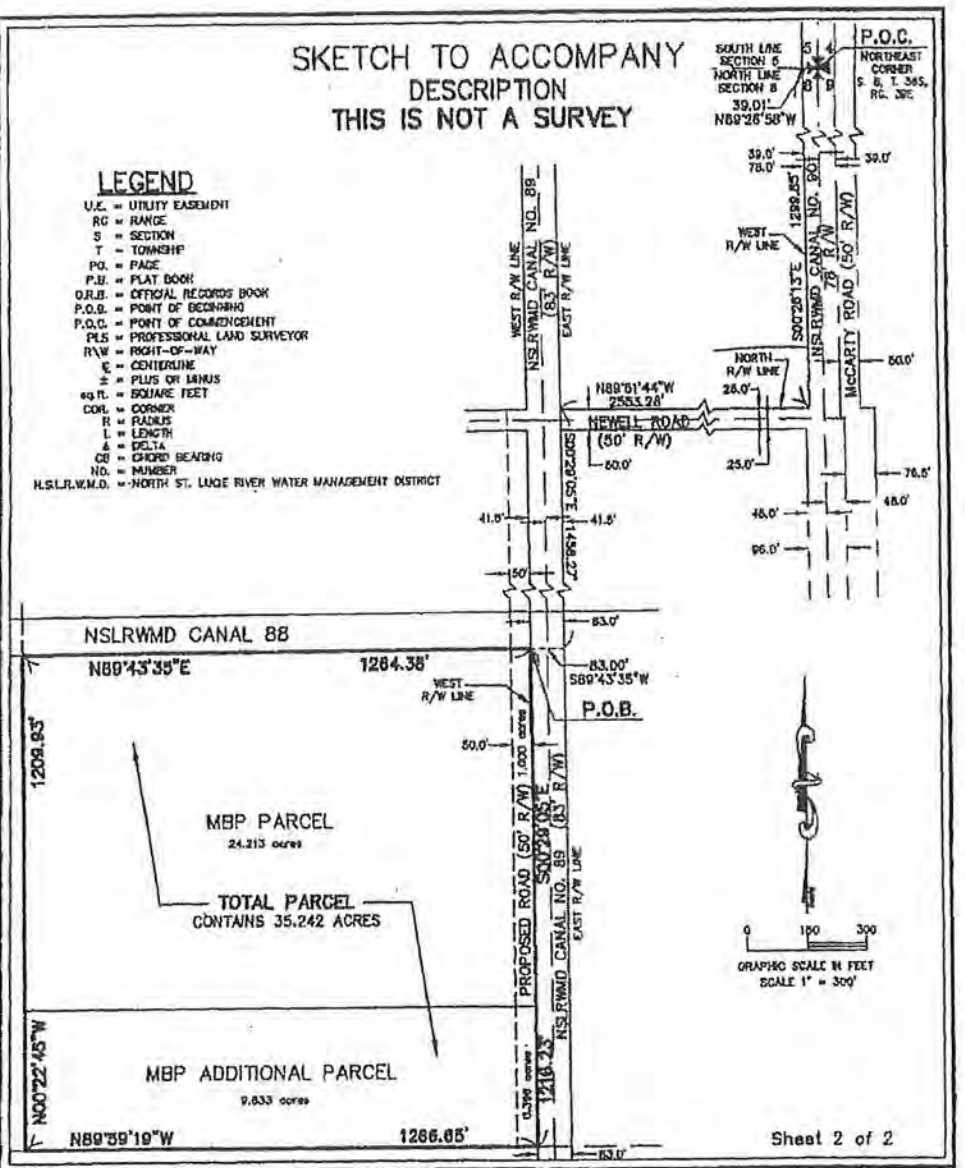
MICHAEL T. KOLODZIEJCZYK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 3884

2-16-09
DATE OF SIGNATURE

Sheet 1 of 2

DESCRIPTION of MBP PARCEL Prepared For WEST CREEK	File: 05-230-MBP-SD PARCEL SOUTH CANAL 85 Date: 02-06-2009 Tech: RO	CULPEPPER & TERPENING, INC CONSULTING ENGINEERS | LAND SURVEYORS 2980 SOUTH 25th STREET FORT PIERCE, FLORIDA 34981 PHONE 772-464-3537 FAX 772-464-9497 www.ct-eng.com STATE OF FLORIDA CERTIFICATION No. LB 4244

SKETCH TO ACCOMPANY DESCRIPTION
THIS IS NOT A SURVEY



LEGEND

U.E. = UTILITY EASEMENT
RG = RANGE
S = SECTION
T = TOWNSHIP
PG. = PAGE
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
R/W = RIGHT-OF-WAY
℄ = CENTERLINE
± = PLUS OR MINUS
sq.ft. = SQUARE FEET
COR. = CORNER
R = RADIUS
L = LENGTH
Δ = DELTA
CB = CHORD BEARING
NO. = NUMBER
N.S.L.R.W.M.D. = NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT

SKETCH OF DESCRIPTION
of
MBP PARCEL
Prepared For
WEST CREEK

File: 05-230-MBP-SD
PARCEL SOUTH CANAL 88
Date: 02-06-2009
Tech: RD

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4616

ORDINANCE EXHIBIT "2"

WILLIAMS ROAD PROPERTY LEGAL DESCRIPTION AND SKETCH

DESCRIPTION

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2-16-09

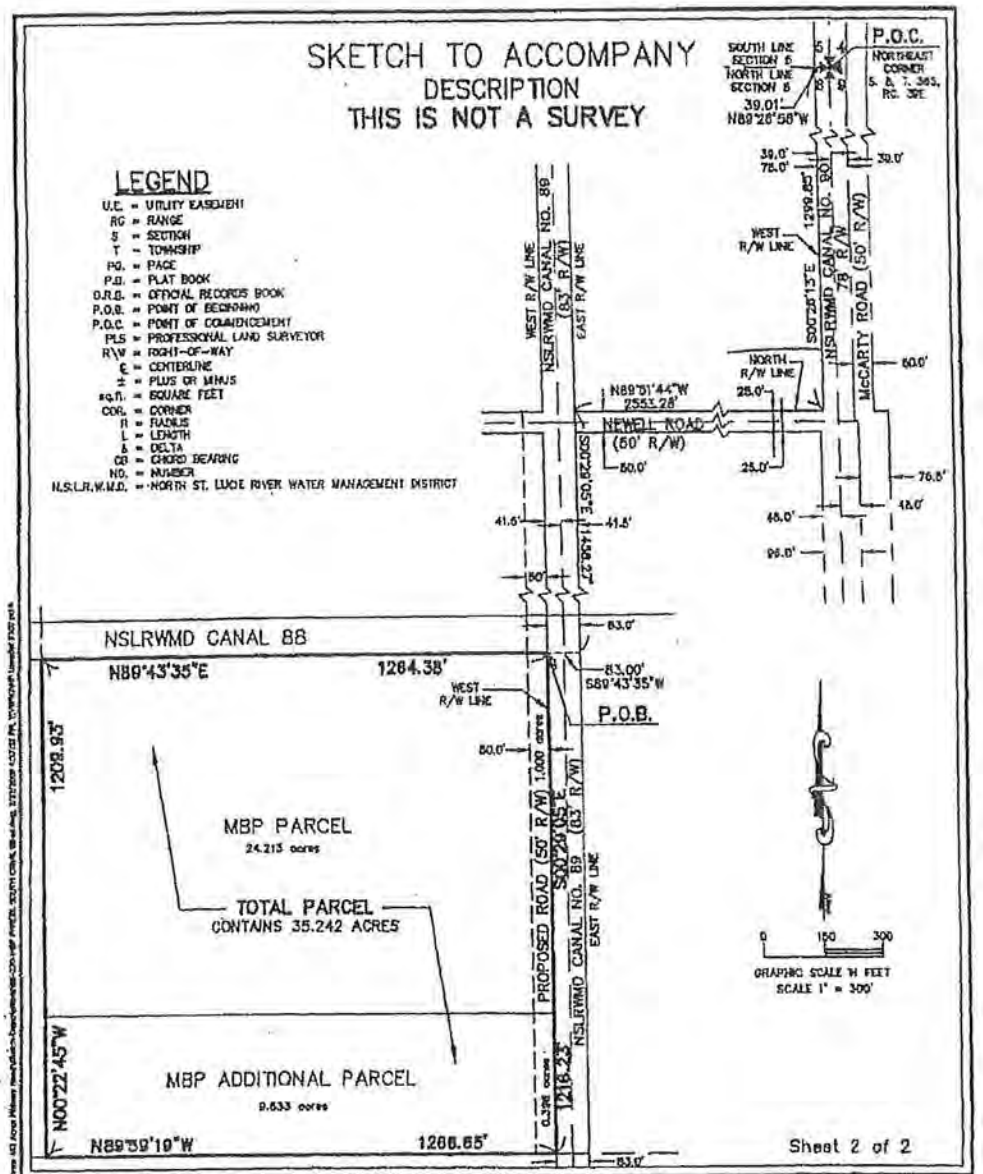
MICHAEL T. KOLODZIEJCZYK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 3884

DATE OF SIGNATURE

Sheet 1 of 2

DESCRIPTION of MBP PARCEL Prepared For WEST CREEK	File: 05-230-MBP-SD PARCEL SOUTH CANAL 88 Date: 02-05-2009 Tech: RD	CULPEPPER & TERPENING, INC CONSULTING ENGINEERS | LAND SURVEYORS 2980 SOUTH 25th STREET FORT PIERCE, FLORIDA 34981 PHONE 772-464-3537 FAX 772-464-9497 www.ct-eng.com STATE OF FLORIDA CERTIFICATION No. LB 4336

SKETCH TO ACCOMPANY DESCRIPTION
THIS IS NOT A SURVEY



Sheet 2 of 2

SKETCH OF DESCRIPTION of MBP PARCEL Prepared For WEST CREEK	File: 05-230-MBP-SD PARCEL SOUTH CANAL 88 Date: 02-06-2009 Tech: RD	CULPEPPER & TERPENING, INC CONSULTING ENGINEERS | LAND SURVEYORS 2980 SOUTH 25th STREET FORT PIERCE, FLORIDA 34981 PHONE 772-464-3537 FAX 772-464-9497 www.ct-cog.com STATE OF FLORIDA CERTIFICATION No. LB 4244

Brenda Leo

From: Jake Concannon <jacobconcannon@yahoo.com>
Sent: Wednesday, August 24, 2016 4:48 PM
To: Brenda Leo
Subject: Re: LOI-20160113-Williams Road Cattle Grazing Lease

Good Afternoon,

Regarding request for clarification on bid submitted & LOI

To clarify, in addition to paying the mowing expenses, repairs to fencing & annual property taxes for grazing agriculture exemption, I will also pay $10 per acre, per year for the lease.

Please let me know if additional information is needed.

With regards,
Jacob Concannon

On Wednesday, August 24, 2016 10:38 AM, Brenda Leo <bleo@cityofpsl.com> wrote:

Good Morning,

Please call me regarding your proposal submitted for the above referenced LOI. Your proposal did not include your phone number.

Thank you,

Brenda Leo
Contract Specialist
Procurement Management Department
City of Port St. Lucie
772-871-5222
Fax: 772-871-7337

August 7, 2016

City of Port St. Lucie
Procurement Management Department
Port St. Lucie, FL 34984

Re: Williams road Cattle Grazing Lease
LOI -20160113-0-2016/BLL
Letter of Understanding and Approach
Letter of Interest from Jacob Concannon

Ms. Leo.

I have reviewed the bid documents included in the Letter of Intent from the City of Port St. Lucie and understand the expectations and requirements.

Approach:
I have submitted to bid amount for $10.00 per acre which does not include other expenses to be paid be me for items included in LOI Description and annual property taxes. ??

Please accept this as Letter of Interest from Jacob Concannon:

1. Will maintain approximately 15 – 30 head on the Williams Rd property.
2. Number of livestock currently owned - approximately 100 head
3. Present location of livestock owned – approximately 250 acres currently Leased with the City of Port St. Lucie off McCarty Rd.
4. Number of years in the livestock business – 6 years
5. Nature of Operation – Sale
6. Length of time I would like to lease the property is 10 years.
7. There are no concerns with the current lease.
8. Lease amount per acre per year is $0.00 but will pay property taxes & any other expenses as outlined in the lease, such as mowing, fences, gates, etc.
9. Cost per acre for mowing is $15 per acre value
10. John Deere 5085E with 10" mower and John Deere 4600 with 6' mower
11. References:
    a. Gerald Concannon, 772.201.7237, jayconcannon@yahoo.com
    b. Iris Concannon, 772.466.2229, Irisconcannon@yahoo.com
    c. Melissa Concannon, 772.528.7677

12. Business Plan:

C4 Cattle
Jacob Concannon
12801 Williams Rd.
Port St. Lucie, Florida 34987
jacobconcannon@yahoo.com
772-882-5778

I. Executive Summary

C4 Cattle was established for the purpose of expansion in the farm and agriculture industry .

Business Description

The Company was formed by Jacob Concannon and his wife Melissa Concannon

Product

The Company's primary product is Beef Cattle.

II. Business Summary

Industry Overview

The current beef market has remained steady over the past 20 years. While sale prices have been lower over the past year due to increase of product from foreign countries, limits established on imports to foreign countries for US Beef, flooded markets due to weather conditions across the United States.

The past quarter has seen calf prices trending higher in most classes of steers & heifer calves and expected to continue.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions:

Quality of product
Quantity a produce can provide
Size of product

Business Goals & Objectives:

Short Term:

2016: Increase overall herd size to 100 head.

Long Term:

2 – 4 years: Increase production herd size to 100
5 – 10 years: increase production herd size to 150

III. Business Summary

Target Market:

The Companies major target market is the Livestock Market

The estimated number of potential clients within the company's geographic scope is over 1000.

Equipment List – Jacob Concannon

John Deere 5085E with 10' mower

John Deere 4600 with 6' mower

Livestock trailer

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2016

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
Rains Insurance
204 N 2ND ST
FORT PIERCE FL 34950-4406

CONTACT NAME: Hyman Rains
PHONE (A/C, No, Ext): (772) 464-4740 FAX (A/C, No): (772) 409-4722
E-MAIL ADDRESS: hyman@rainsinsurance.com

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

INSURED
JACOB AND MELISSA CONCANNON
12801 WILLIAMS RD
PORT SAINT LUCIE FL 34987-3015

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		264B007216	06/27/2016	06/27/2017	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 [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is Listed as Additional Insured

CERTIFICATE HOLDER

City of Port Saint Lucie
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984-5042
Fax:7728715229

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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City of Port St. Lucie

Letter of Interest #20160113

Williams Road Cattle Grazing Lease

"A City for All Ages"

Prepared By:

Brenda Leo, Contract Specialist
City of Port St. Lucie
Procurement Management Department
Phone: 772-871-5222 Fax: 772-871-7337
Email: bleo@cityofpsl.com

LETTER OF INTEREST (LOI) OVERVIEW

The City of Port St. Lucie is seeking Letters of Interest from interested parties for the lease of the City owned Williams Road Property for livestock grazing. The property is identified in the attached Exhibit "A", Location Map, consisting of an approximate total of 36.18 +/- acres located near and/or adjacent to Williams Road, lying in Section 08, Township 36, Range 39 NE ¼ of SW ¼-LESS CANAL RS/W, Port St. Lucie, St. Lucie County, Florida.

DESCRIPTION

The City is seeking to identify firms that would be interested in the opportunity to lease the property as described above for the lease of livestock grazing, mowing of areas identified in Exhibit A (approximately 36.18 acres), nine (9) times per year, and maintenance of fencing at the City owned Williams Road Property.

- The 36.18 +/- acres to be mowed nine (9) times annually include internal canals, fence lines, and property front on Williams Road. Mowing of all areas shall be to maintain mow lines currently established and approved by Project Manager. The mowing distance from the centerline of roads canals, etc. varies depending on where a ditch, canal or fence is positioned.

- Lessee shall be responsible for the annual mowing of designated pasture areas as identified in Exhibit A as well as systematic removal of pepper trees.

- Lessee will be responsible for fencing maintenance. Maintenance includes repair or replacement of damaged or broken fence posts; maintain or replace wire strands and gates as needed to ensure containment of livestock. All improvements, including new fencing, will be maintained by Lessee. Improvements shall remain on the property upon termination of the lease and will become the property of the City.

- Lessee will be responsible for controlling the hog population on the property.

The Letter of Interest is due **August 16, 2016 at 2:00 PM**. All Letters of Interest will be posted on Demandstar.com or received in the Procurement Management Department, 3rd floor, Suite 390, Building A, of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. For information concerning procedures for responding to this Letter of Interest, contact Brenda Leo at (772) 871-5222, Fax (772) 871-7337 or email at bleo@cityofpsl.com. To ensure fair consideration for all responders, it must be clearly understood that Ms. Leo is the only individual authorized to represent the City. Questions submitted by any other person in any other department will not be addressed.

Uploaded documents for additional information include a sample of the Lease agreement and maps.

RESPONSE

Letter of Interest should state the following:

1. The number and type of livestock that you are intending to maintain on the property.
2. Number of livestock currently owned.
3. Present location of livestock owned.
4. Number of years in the livestock business.
5. Nature of operation (i.e. sale, breeding or other).
6. Length of time that that you would like to lease the property.
7. Any concerns or issues with the attached lease.
8. Lease amount per acre per year.
9. Cost per acre for mowing.
10. List type and amount of equipment owned to be used for mowing.
11. Provide three (3) references related to your cattle business. Include company name (if applicable), contact person, phone number, and email address.
12. Business Plan

Responses must be received by the City of Port St. Lucie, Procurement Management Department, **no later than 2:00 PM on August 16, 2016**. Responses may be submitted online via DemandStar, or delivered to the Procurement Management Department. If delivering a manual response, one (1) original of your LOI and one electronic copy (by compact disc (cd) or flash drive) must be submitted. The mailing envelope shall be addressed to:

Brenda Leo, Contract Specialist
City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Mailing envelope must be sealed and marked on the front with:

- Proposers Name & Address
- #20160113 – Williams Road Cattle Grazing Lease
- August 16, 2016

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE PROPOSAL NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

N

Exhibit "A"

Williams Road Property For Proposed Cattle Lease

Map produced by the City of Port St Lucie City Council Map Generator Website on: 3/22/2016

Scale:

0 0.05 0.1 0.2

mi

User: Leo, Brenda 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

Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie, Procurement Management Department
Bid Type	Letter of Interest
Bid Number	LOI-20160113-0-2016/BLL
Fiscal Year	2016
Bid Writer	Brenda Leo
Bid Name	Williams Road Cattle Grazing Lease
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	8/16/2016 2:00 PM Eastern
Broadcast Date	7/23/2016
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 is seeking Letters of Interest from interested parties for the lease of the City owned Williams Road Property for livestock grazing. The property is identified in the attached Exhibit "A", Location Map, consisting of an approximate total of 36.18 +/- acres located near and/or adjacent to Williams Road, lying in Section 08, Township 36, Range 39 NE ¼ of SW ¼-LESS CANAL RS/W, Port St. Lucie, St. Lucie County, Florida. The City is seeking to identify firms that would be interested in the opportunity to lease the property as described above for the lease of livestock grazing, mowing of areas identified in Exhibit A (approximately 36.18 acres), nine (9) times per year, and maintenance of fencing at the City owned Williams Road Property.
E-Bidding	Yes

E-Bidding

EDIT

View Supplier Info on Tabulation Sheet prior to bid opening	Yes
Required Documents	1. Letter of Understanding of Project & Approach 2. Equipment List 3. Current Certificate of Insurance

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
20160113-LOI Williams Road Cattle Grazing (3 Pages, Complete)
20160113-Exhibit A-Location Map (1 Page, Complete)
20160113-Sample Lease (13 Pages, Complete)

Commodity Codes

001-958-65 - Livestock Management and Industry Services
002-040-10 - Cattle, Beef, Breeding Stock
002-040-11 - Cattle, Beef, Commercial
002-040-20 - Cattle, Dairy

Statistics

Planholders	There are 2 planholders for this bid
Broadcast List	91 suppliers have been notified
Supplemental Suppliers	9 Supplemental Suppliers
Filtered	No
Post-Bid Viewers	2 viewer(s)

<< Return

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

COUNCIL ITEM 8c
DATE 1/9/16

Agenda Item #: 10C
Meeting Date: ~~12/12/16~~

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager RB

THRU: O. Reginald Osenton, City Attorney RW

FROM: Thomas F. Mullin, Esq., Special Legal Counsel TFM

Signed in attorney's absence to avoid delay

Agenda Item: Ordinance: AN ORDINANCE AUTHORIZING THE CONVEYANCE FROM THE CITY OF PORT ST. LUCIE TO EQUITAS MANAGEMENT GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF APPROXIMATELY 0.66 ACRES OF REAL PROPERTY LOCATED ON GATLIN BOULEVARD JUST WEST OF BRESCIA STREET, IN ACCORDANCE WITH SECTION 2 OF THE AGREEMENT FOR EXCHANGE OF PROPERTY, EFFECTIVE ON DECEMBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

Submittal Date: 12/6/2016 16-95

STRATEGIC PLAN LINK: Goal 3 – Balanced and Sustainable Growth

BACKGROUND: Equitas Management Group, LLC ("Equitas"), owns certain lots at the corner of Gatlin Boulevard and Brescia Street ("Gatlin Parcels") that it intends to develop into a commercial project (the "Project"). Due to the small size of the Gatlin Parcels, Equitas initially proposed to construct the surface water management, drainage and other features supporting the Project on property it owns on Brescia Street between Kenwick Avenue and Elmwood Avenue north of the Gatlin Parcels ("Drainage Parcels").

The City owns certain lots to the west of, and directly abutting, the Gatlin Parcels on Gatlin Boulevard ("City Parcels").

Equitas and the City entered into a land exchange agreement, whereby Equitas agreed to convey the Drainage Parcels to the City in exchange for the City conveying the City parcels to Equitas. The Agreement for Exchange of Property ("Agreement") was executed by the City and effective on December 1, 2016.

Pursuant to Section 2 of the Agreement, the City is to convey the City Parcels upon a showing that certain conditions have been met. Upon meeting those conditions, and in exchange for conveying the City Parcels to Equitas, Equitas will convey the Drainage Parcels to the City.

ANALYSIS: The result of the land exchange will provide the City with additional open space adjacent to existing residential communities that will serve as a buffer between the residential areas and the proposed Project. For Equitas, it allows the developer to address some of the residents' concerns and consolidates the parcels of the Project with the water management facilities supporting it. The form of Special Warranty Deed has been approved by the City Attorney and Special Counsel to the City.

FINANCIAL INFORMATION: Equitas obtained a real estate broker opinion of value for the City Parcels and the Drainage Parcels. The real estate opinions estimate the value of the City Parcels at $165,000 and the value of the Drainage Parcels at $174,000. Therefore, there is a financial benefit of approximately $9,000 for the City for the land exchange.

LEGAL INFORMATION: The City Attorney and Special Counsel to the City has worked with the Planning and Zoning Department and legal counsel for Equitas concerning this proposed land exchange. The Special Warranty Deed has been reviewed and has been approved as to form and legal sufficiency by O. Reginald Osenton, City Attorney, and Thomas F. Mullin, Special Counsel to the City.

STAFF RECOMMENDATION: The City Attorney's Office and Planning and Zoning staff recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation of this matter may be made by the City Attorney's Office or Planning and Zoning Department upon request.

REQUESTED MEETING DATE: 12/12/2016

LOCATION OF PROJECT: Gatlin Boulevard and Brescia Street

ATTACHMENTS: Draft Special Warranty Deed and attachment.

RECEIVED
DEC 0 7 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-95

AN ORDINANCE AUTHORIZING THE CONVEYANCE FROM THE CITY OF PORT ST. LUCIE TO EQUITAS MANAGEMENT GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF APPROXIMATELY 0.66 ACRES OF REAL PROPERTY LOCATED ON GATLIN BOULEVARD JUST WEST OF BRESCIA STREET, IN ACCORDANCE WITH SECTION 2 OF THE AGREEMENT FOR EXCHANGE OF PROPERTY, EFFECTIVE ON DECEMBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance, by Special Warranty Deed (the "Proposed Deed") from the City of Port St. Lucie to Equitas Management Group, LLC, a Tennessee limited liability company ("Equitas") of approximately 0.66 acres of real property located on Gatlin Boulevard just west of Brescia Street, in accordance with Section 2 of the Agreement for Exchange of Property, effective on December 1, 2016. The Proposed Deed shall serve to relinquish any ownership interest in the above-described real property. The Proposed Deed is attached to this Ordinance as Exhibit "A," and is authorized and approved in substantially the same form attached hereto. A survey of the real property is attached as Exhibit "B." The Mayor and City officials are hereby authorized to execute any and all documents necessary to complete this proposed real estate transaction.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to comply with the requirement that the above-listed real property shall be conveyed to Equitas within ten (10) days after the City approves the land use amendment and zoning change for the subject real property, and the expiration of any appeal period (an additional thirty (30) days), said land use and zoning approvals currently set for second reading at the December 12, 2016 Council meeting.

ORDINANCE 16-95

Passed and approved by the City Council of the City of Port St. Lucie, this ___ day of _____, 2017.

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

Exhibit

"A"

(to Authorizing Ordinance)

Prepared by and return to:
W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

Parcel ID #: _____

Special Warranty Deed

THIS SPECIAL WARRANTY DEED, executed this _____ day of _____, 2016, by the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantor"), whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099, to EQUITAS MANAGEMENT GROUP, LLC, a Tennessee limited liability company ("Grantee"), whose address is 2034 Hamilton Place Boulevard, Suite 400, Chattanooga, Tennessee 37421.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of Grantor's right, title and interest in and to that certain real property situate, lying and being in St. Lucie County, Florida (hereinafter referred to as the "Property"), and being more particularly described in **Exhibit A** attached hereto, incorporated by reference and made a part hereof.

TOGETHER with the improvements thereon and all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) all laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (iii) easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining to Grantee, its successors and assigns, forever.

GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as set forth above, and that it will SPECIALLY WARRANT AND FOREVER DEFEND the Property against all persons lawfully claiming the same by, through or under it, but not otherwise.

GRANTOR further covenants with Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey the land.

GRANTOR hereby releases all right, title and interest in all phosphate, minerals and metals that are or may be in, on, or under the said land and all the petroleum that is or may be in, on, or under said land, along with the privilege to mine and develop the same, pursuant to Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed as of the day and year first above written.

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By:_____
Print Name:_____
Title:_____

Signed, sealed and delivered in the presence of:

_____
1st Witness Name: _____

_____
2nd Witness Name: _____

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, who is personally known to me ~~or who produced~~ _____ ~~as identification~~ and who did not take an oath.

_____
Notary Public
My Commission Expires:_____

Exhibit A
Property Description

Lots 12, 13, 18 and 19, Block 1732, PORT ST. LUCIE SECTION THIRTY-FIVE, according to the plat thereof as recorded in Plat Book 15, Pages 10 and 10A through 10P, Official Records of St. Lucie County, Florida, LESS AND EXCEPT lands described in Order of Taking recorded in O.R. Book 319, Page 2833, Official Records of St. Lucie County, Florida.

Exhibit
"B"

(to Authorizing Ordinance)

ALTA/NSPS LAND TITLE SURVEY

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE BASED ON THE MONUMENTED SOUTH RIGHT OF WAY LINE OF KENWICK AVENUE; BEING: N89°58'07"E PER PLAT BOOK 15, PAGES 10 AND 10A, THROUGH 10P, OF THE PUBLIC RECORDS FOR ST. LUCIE COUNTY, FLORIDA

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

4. THIS SITE IS IN ZONE "X" (NOT A "SPECIAL FLOOD HAZARD AREA") BASED ON FLOOD INSURANCE RATE MAP INDEX NO. 12111C0275J, CITY OF PORT SAINT LUCIE, FLORIDA AND HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. PANEL NOT PRINTED.

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY MADE WITH BENEFIT OF COMMITMENT FOR TITLE NO. 5577740, EFFECTIVE: DECEMBER 04, 2015, ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY.

7. THERE ARE NO STRIPED PARKING SPACES INCLUDING NO HANDICAP SPACES.

8. THE PROPERTY HAS DIRECT ACCESS TO BRESCHA STREET AND KENWICK AVENUE, A DEDICATED PUBLIC ROAD WITHIN THE PORT ST. LUCIE, FLORIDA.

9. THE PROPERTY DOES NOT LIE WITHIN ANY AREA SUBJECT TO REGULATION BY FEDERAL OR MUNICIPAL AUTHORITY AS INLAND COASTAL WETLANDS, BEACH, ESTUARY OR THE LIKE.

10. VISIBLE ABOVE GROUND EVIDENCE OF MUNICIPAL WATER, STORM SEWER FACILITIES AND TELEPHONE, GAS AND ELECTRIC SERVICES OF PUBLIC UTILITIES EXISTS IN THE LOCATIONS INDICATED HEREON.

11. ALL PARCELS AND/OR LOTS SHOWN HEREON ARE CONTIGUOUS BETWEEN SAID PARCELS AND/OR LOTS AND DO NOT CREATE ANY GAPS, GORES OR HIATUSES.

12. THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

13. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, ACCORDING TO CITY OF PORT ST. LUCIE, FLORIDA . THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

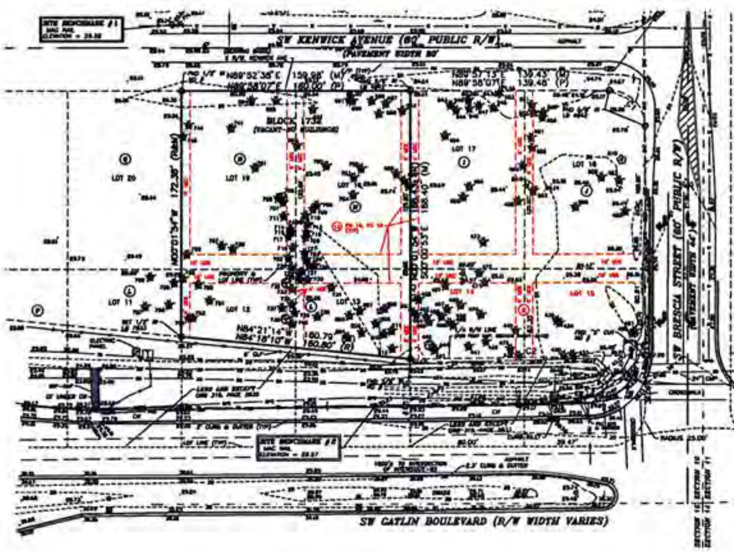
14. THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A CEMETERY OR FOR REFUSE.

15. LEGAL DESCRIPTION SHOWN HEREON IS THE SAME AS LEGAL DESCRIPTION SHOWN IN THE TITLE COMMITMENT REFERENCED HEREON.

16. THIS BOUNDARY AND TOPOGRAPHIC SURVEY IS MADE IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" SET FORTH BY THE STATE OF FLORIDA.

17. ELEVATIONS BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION REFERENCE NETWORK, NAVD 1988 DATUM.

TREE CHART



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°00'07"	39.27'	S45°01'50"E	35.36' (P)
				S44°39'25"E	35.30' (M)
C2	22818.31'	0°24'47"	164.43'	S89°05'29"W	164.43' (R)
				S89°08'31"W	164.49' (M)

ZONING INFORMATION:

JURISDICTION: CITY OF PORT SAINT LUCIE, FLORIDA

ZONING: SINGLE FAMILY RESIDENTIAL 2

LAND AREA:

28,865 SQ. FT.
OR 0.6626 ACRES

RESTRICTION INFORMATION:

(5) DECLARATIONS OF RESTRICTIONS
ORB 179, PG 2704

ZONING: SINGLE FAMILY RESIDENCE LOTS
MAXIMUM BUILDING HEIGHT: TWO STORIES
BUILDING SETBACK:
FRONT: 25 FEET
REAR: 25 FEET
SIDE: 7.5 FEET
UNENCLOSED POOLS: 15 FEET
CORNER LOTS BUILDING SETBACK
FRONT: 25 FEET
REAR: 25 FEET
SIDE: 25 FEET
UNENCLOSED POOLS: 15 FEET

N / S / E / W

GRAPHIC SCALE
0 40 80
1 INCH = 40 FT.

VICINITY MAP (Not to Scale)

DESCRIPTION:

LOTS 12, 13, 16 AND 19 BLOCK 1732, PORT ST. LUCIE SECTION THIRTY FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 10, 10A – 10P, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT LANDS DESCRIBED IN ORDER TAKING RECORDED IN OFFICIAL RECORDS BOOK 319, PAGE 2835, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SCHEDULE B-2 EXCEPTIONS NOTES:

5. Restrictions, covenants, and conditions as set forth in those instruments recorded in Official Records Book 179, Page 2704, as may be subsequently amended.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, AS SHOWN HEREON)
NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

6. Reservations contained in Warranty Deed recorded August 7, 1985, in Official Records Book 472, Page 2380.
(DOES NOT AFFECT SUBJECT PROPERTY)

7. Assignment Agreement with Florida Power and Light Company as recorded August 13, 1985 in Official Records Book 473, Page 1177 and as subordinated by Subordination of Utility Interests as recorded in Official Records Book 804, Page 2796, all of the public records of St. Lucie County, Florida.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE)

8. Reservations contained in Warranty Deed recorded July 12, 1988, in Official Records Book 594, Page 1490.
(DOES NOT AFFECT SUBJECT PROPERTY)

9. Reservations contained in Warranty Deed recorded March 10, 1989, in Official Records Book 627, Page 890.
(DOES NOT AFFECT SUBJECT PROPERTY)

10. Assignment and Assumption Agreement between General Development Utilities, Inc., Atlantic Gulf Communities Corporation f/k/a General Development Corporation and the City of Port St. Lucie, Florida, as recorded April 30, 1998 in Official Records 1141, at Page 2395.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE)

11. Reservations contained in Warranty Deed recorded November 7, 2000, in Official Records Book 1340, Page 2540.
(DOES NOT AFFECT SUBJECT PROPERTY)

12. All right, title and interest of The City of Port St. Lucie a body corporate under the laws of the State of Florida, in an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same, which interest having been reserved under Section 270.11, Florida statute, by virtue of Warranty Deed recorded in Official Records Book 1719 page 1163
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, AS SHOWN HEREON)

13. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of PORT ST. LUCIE SECTION THIRTY FIVE, recorded in Plat Book 15, Page 10, 10A through 10P, of the Public Records of St. Lucie County, Florida.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND AS SHOWN HEREON)

LIST OF POSSIBLE ENCROACHMENTS:

NOT AT TIME OF SURVEY

ALTA/NSPS Land Title Survey Certification

To: Equitas Management Group, LLC, a Tennessee limited liability company; Fidelity National Title Insurance Company; Starbucks Corporation

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18 and 21 of Table A thereof. The field work was completed on 09-14-2016.

Date: 09-14-2016

Digitally signed by Robert C Johnson
Date: 2016.11.22 10:55:52 -05'00'

ROBERT C. JOHNSON PSM 5551

LEGEND

ADDRESS:
2217 SW CATLIN BOULEVARD
PORT ST LUCIE, FL 34953

Job Information
JOB NO. 901639
CF NO. SLC15-10-STARBUCKS-SOUTH
FIELD DATE: 01-20-2016
SCALE: 1" = 40'
DRAWN BY: PJT

Revisions

Date	Description	By

Altamax Surveying
910 Belle Avenue, Suite 1140
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
R.Johnson@altamaxsurveying.com

SHEET 1 OF 1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: January 9, 2017
and Quasi-Judicial Hearing on:
January 23, 2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

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

Agenda Item: Ordinance: 17-01 Arcco of St. Lucie – PUD and Concept Plan PUD Amendment (P16-138)

Submittal Date: 12/20/2016

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

BACKGROUND: The Arcco PUD was last amended in 2015, to expand the permitted commercial uses. Since the site also has a LI (Light Industrial) Future Land Use, the PUD continues to identify industrial uses as well. This is the third amendment to the Arcco of St. Lucie PUD document. This request will not alter any of the permitted or special exception uses in the PUD document. The proposed changes are as follows:

1. Include a parking ratio of 1 space for every 250 square feet for recreational facilities.

2. Update the concept plan to re-design the parking area to provide 119 spaces.

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 December 20, 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 unanimously recommended approval of this PUD Amendment on December 6, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: 440 NW Peacock Blvd., which is located on the west side of Peacock Blvd., between Enterprise Dr. and Stadium Dr.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
DEC 2 7 2016
CITY MANAGER'S OFFICE

ORDINANCE 17-01

AN ORDINANCE PROVIDING FOR THE THIRD AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR ARCCO OF SLW (FKA ARCCO OF SLW/ELKS LODGE) P16-138 LOCATED IN A PLANNED UNIT DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance 02-37, City of Port St. Lucie, the City of Port St. Lucie City Council approved a Planned Unit Development Document and conceptual development plan for SLW Elks Lodge P02-051, a development located in a Planned Unit Development Zoning District, and

WHEREAS, by Ordinance 06-44, City of Port St. Lucie, the City of Port St. Lucie City Council approved an amendment to the Planned Unit Development Document and Conceptual Development Plan for Arcco of St. Lucie West/Elks Lodge P06-027, and

WHEREAS, by Ordinance 15-04, City of Port St. Lucie, the City of Port St. Lucie City Council approved a second amendment to the Planned Unit Development Document and Conceptual Development Plan for Arcco of St. Lucie West P14-163, 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.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the Planned Unit Development Document and Conceptual Development Plan for Arcco of SLW P14-163 , as approved by Ordinances 02-37, 06-44, and 15-04 City of

Port St. Lucie, is amended as reflected in the Planned Unit Development Document labeled Exhibit "A" and attached hereto.

Section 2. That the provisions of Ordinances 02-37, 06-44, and 15-04 City of Port St. Lucie, not inconsistent with the provisions of Section 1 herein shall remain in full force and effect.

Section 3. 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 _____, 2017.

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 DECEMBER 6, 2016**

FROM: **JOHN FINIZIO, PLANNER**

RE: **ARCCO OF ST. LUCIE PUD AND CONCEPT PLAN**
PUD AMENDMENT
PROJECT NO. P16-138

DATE: **NOVEMBER 22, 2016**

PROPOSED AMENDMENT: The Arcco PUD was last amended in 2015, to expand the permitted commercial uses. Since the site also has a LI (Light Industrial) Future Land Use, the PUD continues to identify industrial uses as well. This is the third amendment to the Arcco of St. Lucie PUD document. This request will not alter any of the permitted or special exception uses in the PUD document. The proposed changes are as follows:

1. Include a parking ratio of 1 space for every 250 square feet for recreational facilities.

2. Update the concept plan to re-design the parking area to provide 119 spaces.

APPLICANT: McCarty & Associates. The authorization letter is attached to the staff report.

OWNER: Arcco of St. Lucie, Inc.

LOCATION: 440 NW Peacock Blvd., which is located on the west side of Peacock Blvd., between Enterprise Dr. and Stadium Dr.

LEGAL DESCRIPTION: SLW Plat 1, Block 3, Lot I-2.

SIZE: Approximately 2.49 acres (108,725 square feet).

EXISTING ZONING: PUD (ARCCO of St. Lucie West Planned Unit Development).

EXISTING USE: This site is developed and contains a 29,675 square foot one story multiuse building. This building is currently vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	LI/CS	CS	Vacant
S	LI/OSR/I	WI	Existing Self Storage Facility
E	OSR	GU	Existing Sports Complex
W	LI/OSR/I	WI	Existing Industrial Buildings

REQUESTED ZONING: PUD (Planned Unit Development).

FUTURE LAND USE: LI (Light Industrial)/OSR (Open Space Recreation)/I (Institution).

IMPACTS AND FINDINGS:

Land Use Consistency: The proposed amendment is consistent with the direction and policies of the City's Comprehensive Plan; in particular, Objective 1.1.4 which states that "future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with sound planning principals including the prevention of sprawl; energy efficiency, natural limitations; the goals, objectives, and policies contained within the comprehensive plan; and the desired community character, and to ensure availability of land for future demand and utility facilities."

Sewer/Water Service: St. Lucie West Utilities will provide the utilities for this site. This site is already developed, and all utilities are currently in place.

Transportation: As identified on the approved site plan, access to this site is off of Peacock Blvd. The City's Engineering Department has reviewed and approved traffic data for this site as part of the previous PUD and site plan applications. If applicable, any necessary improvements shall be determined during any subsequent development review processes.

Environmental: As previously noted, this site has already been developed, and all environmental issues were addressed as part of the site plan development process. This PUD amendment will not be making any changes to the existing layout of the site.

Other: The approved site plan for this property (P06-365 ABC Supply) identifies a total of 64 parking spaces. However, the applicant has already submitted a site plan amendment (P16-182 Arcco of St. Lucie Site Plan Amendment) to add the 55 parking

spaces, and landscape islands shown on the PUD concept plan. This application is currently under review.

RELATED PROJECTS:

P14-163 Arcco of SLW PUD Amendment No. 2. This application revised the permitted uses in the PUD to include more commercial uses to provide more flexibility. This application was approved by City Council on February 9, 2016.

P06-181 ABC Supply Site Plan Amendment. This application made modifications to the north side of the building and parking area to allow warehousing and wholesale distribution of building materials. This application was approved by City Council on April 28, 2006.

P06-027 Arcco @ SLW/Elks Lodge PUD Amendment. This application revised the uses permitted in the northern portion of the building to allow for more industrial uses. This application was approved by City Council on May 22, 2006.

P02-365 Thunderskate @SLW Site Plan Amendment. This application added a handicap accessible entrance to the building. This was an administrative amendment approved by the Planning and Zoning Department on December 13, 2002.

P02-051 SLW Elks Lodge/Thunderskate PUD Rezoning Application. This was a PUD rezoning application to combine private recreational uses and a club/lodge facilities. This application was approved by City Council on May 13, 2002.

P96-088 Treasure Coast Sports (Thunderskate) Site Plan Application. This application was for the construction of a 29,675 square foot indoor roller skating rink with an incidental snack bar. This application was approved by City Council on June 24, 1996.

P96-073 Drossos Rezoning Application. This application was to rezone 2.49 acres from WI (Warehouse Industrial) to FI (Flexible Industrial). This application was approved by City Council on May 13, 1996.

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.

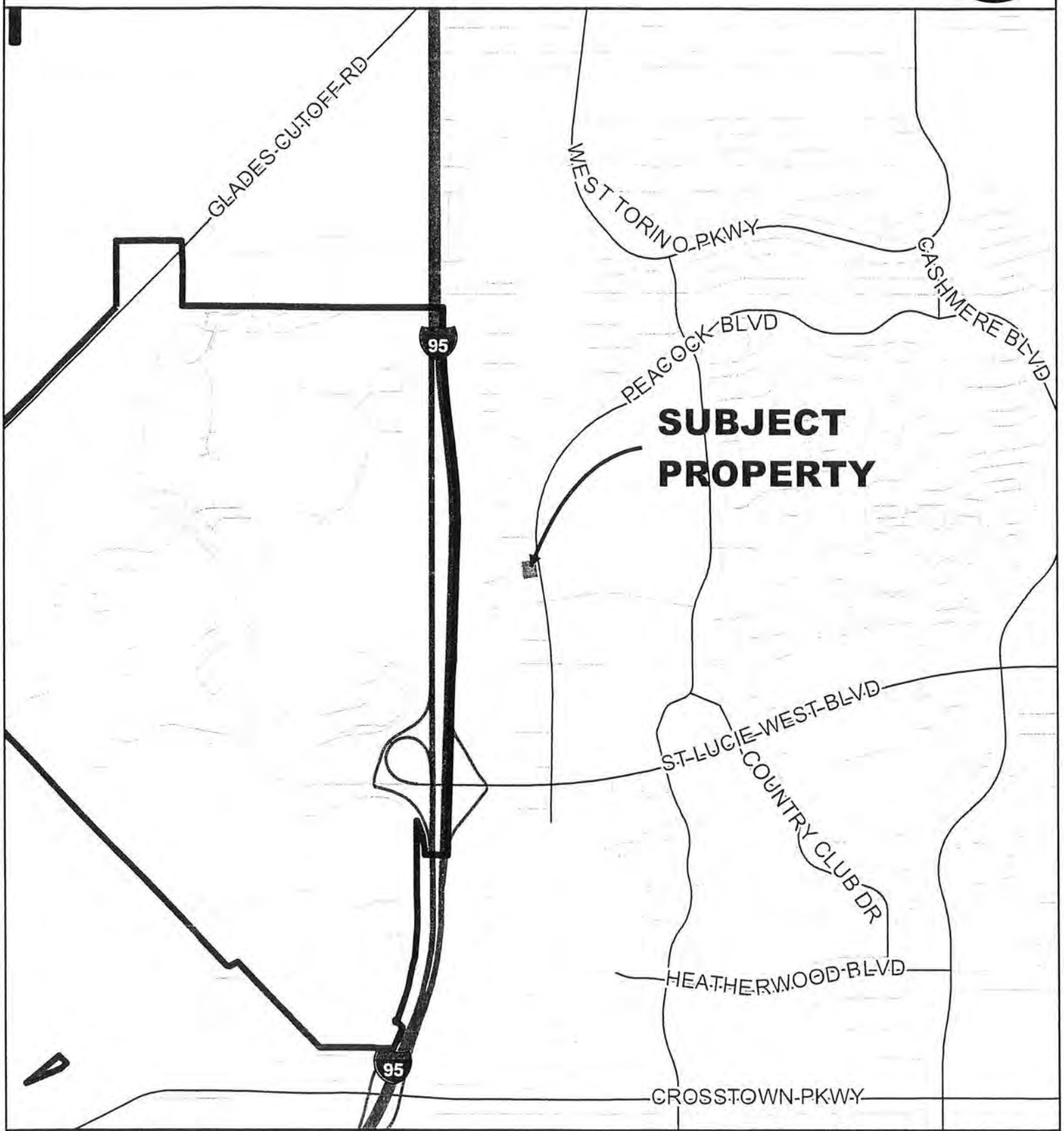
The Site Plan Review Committee reviewed the PUD document and concept plan on September 14, 2016 and recommended approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION

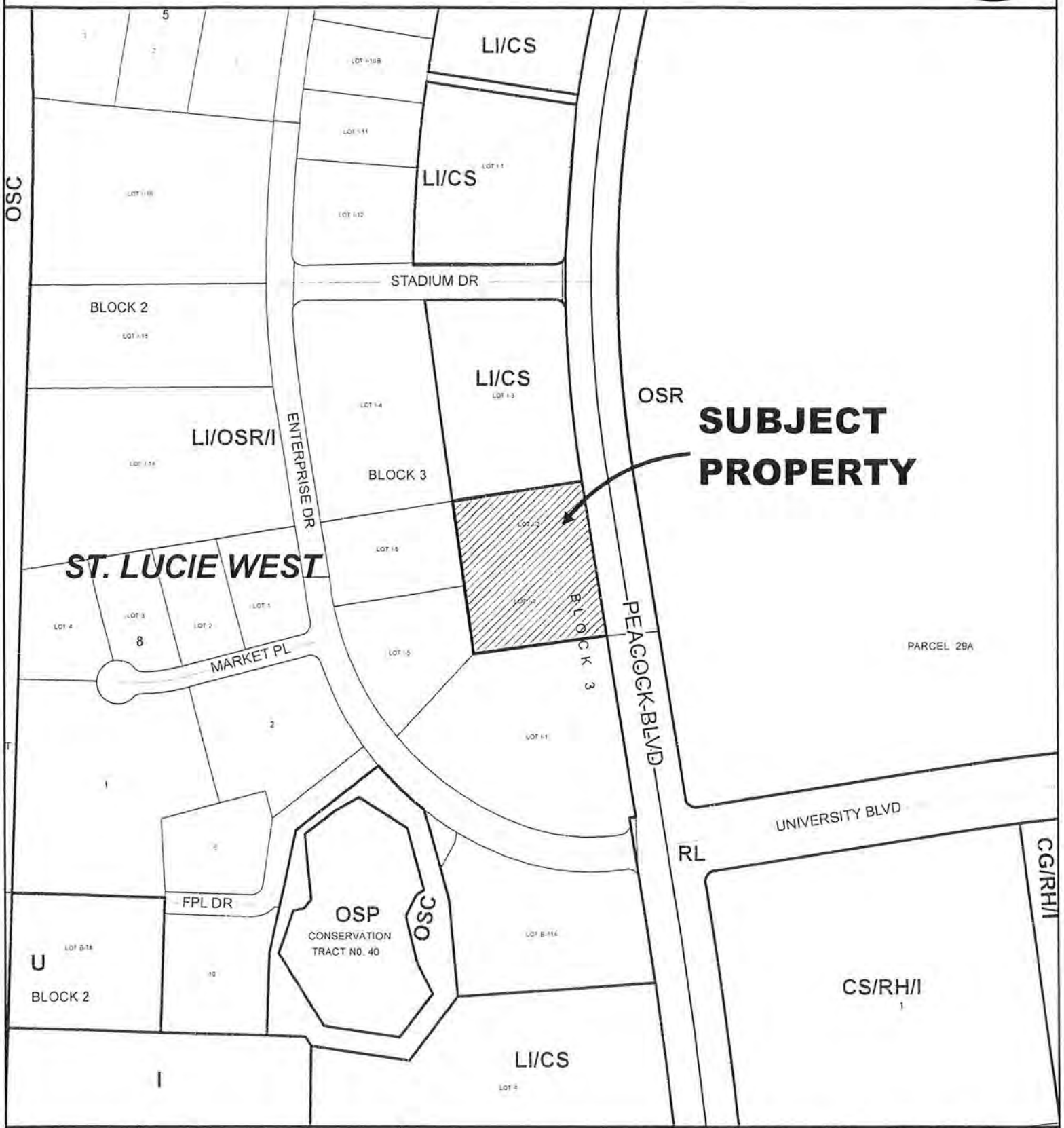


CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT ARCCO OF ST. LUCIE, INC. SLW PLAT NO. 1, BLOCK 3, LOT I-2	DATE: 8/31/2016 APPLICATION NUMBER: P16-138 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL

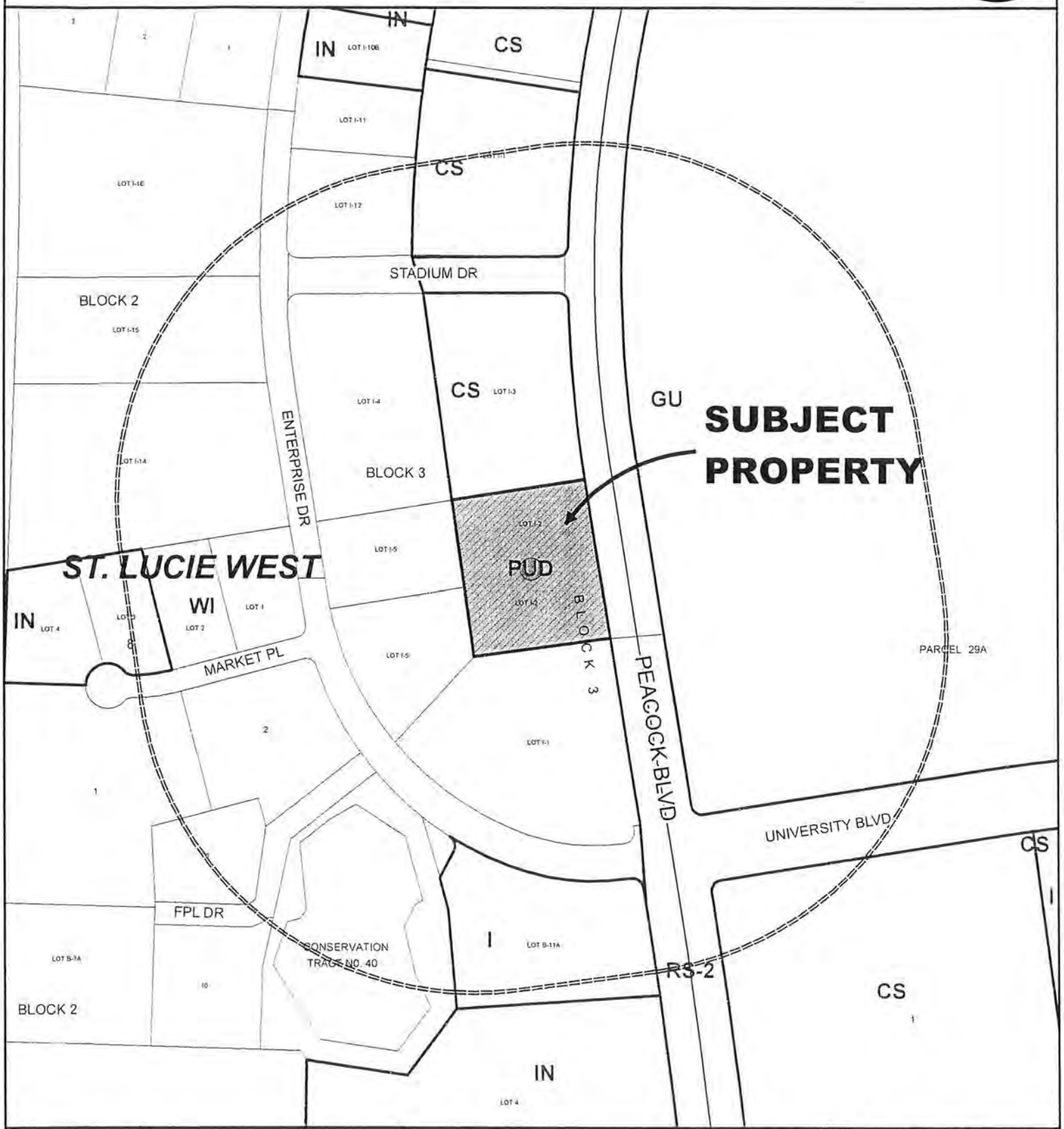
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT ARCCO OF ST. LUCIE, INC. SLW PLAT NO. 1, BLOCK 3, LOT I-2 AERIAL DATE 2014	DATE: 8/31/2016 APPLICATION NUMBER: P16-138 USER: patricias SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT ARCCO OF ST. LUCIE, INC. SLW PLAT NO. 1, BLOCK 3, LOT I-2	DATE: 8/31/2016 APPLICATION NUMBER: P16-138 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT ARCCO OF ST. LUCIE, INC. SLW PLAT NO. 1, BLOCK 3, LOT I-2	DATE: 8/31/2016 APPLICATION NUMBER: P16-138 USER: patricias SCALE: 1 in = 292 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. P14-138
Fee (Nonrefundable)$ 2,030.00
Receipt # 108029

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: Mike@McCartylandplanning.com

PROPERTY OWNER:

Name: Arcco of St. Lucie Inc

Address: PO Box 12909

Telephone No. _____ FAX No. _____

AGENT OF OWNER (if any)

Name: McCarty & Associates Land Planning and Design LLC

Address: 73 SW Flagler Ave Stuart FL 34994

Telephone No. 772-341-9322 FAX No. _____

RECEIVED
AUG 17 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PROPERTY INFORMATION

Legal Description: ST LUCIE WEST-PLAT 1- BLK 3 LOT I-2 (OR 2214-228; 2227-1455)
(Include Plat Book and Page)

Parcel I.D. Number: 3323-500-0024-000-0

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: LI/OSR/I Acreage of Property: 2.5

Reason for amendment request:
The applicant is requesting a parking rate adjustment for a recreational facility use from 1 space /200 sqft to 1 space /250 sqft. The PUD amendment also includes a site plan proposing improvements to the parking lot configuration to provide a total of 119 spaces.

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	Michael L. Adams Hand Print Name	8/15/16 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.

McCarty & Associates

Land Planning and Design LLC
www.McCartyLandPlanning.com
73 SW Flagler Ave
Stuart Fl 34994
772-341-9322

Agent Authorization

To Whom It May Concern:

This letter authorizes McCarty & Associates Land Planning and Design LLC, to act as agent and represent our interests for the purpose of obtaining permits and approvals from state and local government agencies for the project known as **Arcco of St. Lucie** located at: **440 NW Peacock Blvd.**

Michael Adams-Registered Agent

By: Michael L. Adams

Its: Pres

Printed Name: Michael L. Adams Date: 8/15/16

STATE OF: Florida
COUNTY OF: St Lucie Co.

I HEREBY CERTIFY that for foregoing instrument was acknowledged before me this 15 day of August, 2016, by Michael L. Adams, owner of above referenced property who ( ) has produced _____ as identification or (✓) is personally known to me.

{NOTARY SEAL}

Notary Public State of Florida
Deonna Emmonds
My Commission FF 932797
Expires 11/02/2019

Notary Public
Deonna Emmonds
Name Printed: Deonna Emmonds
My commission expires: 11-02-2019

EXHIBIT 6

EXHIBIT 6

BINDING P.U.D. AGREEMENT

CITY OF PORT ST. LUCIE
BINDING PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

Project Name: ARCCO of ST. LUCIE

Legal Description: See Exhibit 5

I HEREBY DECLARE THAT ARCCO of ST. LUCIE, as described in Exhibit 5,

is under unified control and hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City fro completion of the development according to the design parameters approved at the time of rezoning to PUD, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder in this paragraph.

Sworn to and subscribed before me
this 2nd Day of December 2014.

Stacey Schaefer
Notary Public State of Florida at Large

ARCCO of St. Lucie, Inc.
a Florida Corporation

By: Michael L. Adams
Michael L. Adams, President

My Commission expires:

Stacey Schaefer
COMMISSION # FF049901
EXPIRES: AUG. 29, 2017
WWW.AARONNOTARY.com

* FOR STAFF USE ONLY *

Planning Dept No: _____

Ordinance Number: _____

Date Received: _____

Date Checked: _____

EXHIBIT 5

This Instrument Prepared By and Return to:
FRANK H. FEE, III, ESQ. of
FEE, KOBLEGARD & DeROSS
401 So. Indian River Dr.
Fort Pierce, FL 34950

Property Appraiser's Parcel Identification (Folio Number):
3323-500-0024-000/0

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2612380 04/28/2005 at 03:13 PM
OR BOOK 2227 PAGE 1455 - 1456 Doc Type: CDEED
RECORDING: $18.50
D DOC STAMP COLLECTION: $0.70

This CORRECTIVE WARRANTY DEED is recorded in order to correct a scrivener's misinterpretation of Lot number as appears in WARRANTY DEED of even date herewith recorded in OR Book 2214, page 228, Public Records of St. Lucie County, Florida.

CORRECTIVE WARRANTY DEED

THIS WARRANTY DEED, made the 8 day of April, 2005, by **WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation,** whose post office address is 440 NW Peacock Blvd., Port St. Lucie, FL, 34986, hereinafter called the Grantor, to **ARCCO OF ST. LUCIE, INC., a Florida corporation,** whose post office address is **Post Office Box 12909, Fort Pierce, FL, 34979-2909,** hereinafter called the Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to the instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee all that certain land, situate in St. Lucie County, Florida, viz:

> **Lot I-2, Block 3, ST. LUCIE WEST PLAT 1, according to the map or plat thereof as recorded in Plat Book 26, Page 8, Public Records of St. Lucie County, Florida.**
>
> **SUBJECT TO reservations, restrictions and rights-of-way of Public Record, together with taxes subsequent to December 31, 2004, provided, however, that this reference shall not serve to reimpose any of the same.**

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 the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of

all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Lisa L. Bolton
Printed Name

Witness Signature
FRANK H. FEE, JR
Printed Name

WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation

By: _____
CLIFFORD L. BRACKETT,
Chairman of the Board of Trustees

By: _____
KATHLEEN A. HEINLEIN,
Exalted Ruler

Attest: _____
CAROL HEINTZ, Secretary

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Clifford L. Brackett, Kathleen A. Heinlein, and Carol Heintz, as Chairman of the Board of Trustees, Exalted Ruler, and Secretary, respectively, of WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation,** known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the company, and an oath was not taken. (Check one:) ☐Said person(s) is/are personally known to me. ☒Said person(s) provided the following type of identification: _____.

Witness my hand and official seal in the County and State last aforesaid this 8th day of April, 2005.

NOTARY RUBBER STAMP SEAL

Lisa L. Bolton
MY COMMISSION EXPIRES December 4, 2007
#DD249981
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature
Lisa L. Bolton
Printed Notary Name

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, December 20, 2016 12:32 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 2074_001.pdf

Hi John –
See attached. I do have a few minor corrections and (hopefully) self-explanatory questions.
Please review and let me know if you need any clarification.
Once these changes are made, all is approved.
Thank you and hope you have a wonderful holiday if I don't speak with you sooner.
Tom

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 |3348
www.nasonyeager.com

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is
not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error,
please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Friday, December 16, 2016 2:41 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

Hope everything is going well. I have a bunch (6) of ordinances that I need you to review for me. I am planning on putting all these applications on the January 9, 2017 CC agenda. These ordinances are for the following projects, which were just reviewed at P&Z last week:

P16-010 City of PSL/Crosstown Pkwy Janette Ave CPA,
P16-011 City of PSL/Crosstown Pkwy Janette Ave Rezoning ,
P16-012 City of PSL/Crosstown Pkwy Empire St CPA,
P16-013 City of PSL/Crosstown Pkwy Empire St Rezoning,
P16-138 Arcco of St Lucie PUD Amendment, and
P16-171 George Callas Holding Rezoning.

Presented to:
City of Port St Lucie Planning & Zoning Department
121 SW Port St Luice Boulevard
Port St Lucie, Florida 34984

P.U.D. APPLICATION

For

P. U. D. REZONING

For

ARCCO of ST. LUCIE

2.496 Acres

For

ARCCO OF ST. LUCIE, INC.
P.O. Box 12909
Ft. Pierce, Florida 34979
(772) 461-6321

Prepared by:
McCarty & Associates Land Planning and Design LLC
73 SW Flagler Ave, Stuart FL 34994
(772) 341-9322

~~December 2014~~ August 17, 2016

CITY OF PORT ST. LUCIE PROJECT No. ~~P14-163~~ P16-138

EXHIBIT "A"

ARCCO of ST. LUCIE
AMENDMENT SHEET

1. Amendment No. 1 — February 2006
   - Revised the use of the north portion of the existing building currently used as a skating facility to allow for Industrial Use. The intended industrial use will be for warehousing and wholesale distribution of aluminum related products to the construction trade industry.

2. Amendment No. 2 – December 2014

   - Revised the permitted uses of the existing building to allow certain uses currently allowed in the City of Port St Lucie General Commercial Zoning District (CG) (158.124).

3. Amendment No. 3-August 2016
   - Revise the site plan to re-design the parking area to provide 119 spaces and to request a parking rate adjustment of 1/250 for "recreation facility". The tenant will occupy the entire building and operate a recreational facility open to the public.

LIST OF EXHIBITS

Exhibit 1	Application for P.U.D. Amendment and Concept Plan Approval
Exhibit 2	P.U.D. Amendment Checklist
Exhibit 3	Letter of Unified Control
Exhibit 4	General Standards for District Establishment (158.172)
Exhibit 5	~~Legal Description~~/Special Warranty Deed
Exhibit 6	Binding PUD Agreement
Exhibit 7	Location Maps, Aerial Map, Legal Description,
~~**Exhibit 8**~~	~~Boundary Survey~~
Exhibit 9	PUD Amendment Concept Plan

Exhibit 1

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. _____
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 deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: Mike@McCartylandplanning.com

PROPERTY OWNER:

Name: Arcco of St. Lucie Inc

Address: PO Box 12909

Telephone No. _____ FAX No. _____

AGENT OF OWNER (if any)

Name: McCarty & Associates Land Planning and Design LLC

Address: 73 SW Flagler Ave Stuart FL 34994

Telephone No. 772-341-9322 FAX No. _____

PROPERTY INFORMATION

Legal Description: ST LUCIE WEST-PLAT 1- BLK 3 LOT I-2 (OR 2214-228, 2227-1455)
(Include Plat Book and Page)

Parcel I.D. Number: 3323-500-0024-000-0

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: LI/OSR/I Acreage of Property: 2.5

Reason for amendment request:
The applicant is requesting a parking rate adjustment for a recreational facility use from 1 space/200 sqft to 1 space/250 sqft. The PUD amendment also includes a site plan proposing improvements to the parking lot configuration to provide a total of 119 spaces.

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	Hand Print Name	Date
[signature]	Michael L Adams	5/15/16

***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.

EXHIBIT 2

P.U.D. APPLICATION CHECKLIST (158.170)

1 A statement of unified control for the entire area within the proposed P.U.D. is enclosed as Exhibit 3.

2. The requested PUD amendment proposes to reconfigure the parking area to provide for 119 parking spaces, creation of parking islands, and removal of loading docks. The proposed tenant of the space is Circus Trix which is classified as "recreational facility" use. The applicant is requesting a parking rate adjustment to the PUD to allow a parking rate of 1 space /250 sqft as opposed to the 1 space /200 sqft required as per the City of PSL Land Development Regulations.

3. The ~~development plan for the~~ building footprint will remain as currently constructed. The existing development, SLW Elks Lodge/Thunderskate was approved by the City of Port St. Lucie on April 22, 2002 under City Project No. P02-51. ~~Only internal changes to the Roller Rink portion of the project are contemplated to accommodate the warehouse and distribution facility use. Only internal changes to the building may be implemented to accommodate specific user requirements within the allowed zoning.~~ The requested PUD amendment proposes to reconfigure the parking area to provide for 119 parking spaces, creation of parking islands, and removal of loading docks. Refer to the attached PUD Amendment Concept Plan.

4. Please see Exhibit 4 for the General Standards established for this Planned Unit Development. The maximum building heights, minimum setbacks and other site data will not be modified from the currently constructed facility. Any structure greater than 35 feet in height shall be required to maintain a setback from the property line of such PUD of one hundred (100) percent of the building height.

5. This development is within the corporate limits of the City of Port St. Lucie within underlying land uses to support the intended uses.

6. ~~The proposed development will result in a traffic generation decrease to the change in use from the roller rink to a warehouse/wholesale distribution facility as demonstrated below. No off-site transportation improvements are warranted.~~

~~Existing Use: Roller Rink (ITE Code 465 Skating Rink)~~
~~PM Peak Hour: 2.36 vph/1,000sf x 22,256 sf = 52.5 vph~~

~~Proposed Use: Warehouse (ITE Code 150 Warehouse)~~
~~PM peak Hour: 0.47 vph/1,000 sf x 22,256 sf = 10.5 vph~~

7. The owner agrees to voluntarily participate with a fair share contribution for the Peacock Boulevard Special Assessment District should the district be formed by the City.

ARCCO of ST. LUCIE/~~SLW Elks Lodge~~

EXHIBIT 3

~~February 1, 2006~~

~~Ms. Cheryl Friend, AICP~~
~~Director of Planning and~~
~~Zoning City of Port St. Lucie~~
~~121 S.E. Port St. Lucie Boulevard~~
~~Port St. Lucie, Florida 34984~~

~~RE: **ARCCO of ST. LUCIE/SLW Elks Lodge — Parcel ID No. 3323-500-0024-000/0 PUD Rezoning Application**~~

~~Dear Ms. Friend:~~

~~This letter is submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning Regulations. ARCCO of ST. LUCIE INC. is the owner of record of the subject property, pursuant to the Special Warranty Deed dated April 8, 2005 and copies of which are attached to this application.~~

~~Should you have any questions regarding this information, please do not hesitate to~~

~~contact me. Sincerely,~~

~~**ARCCO of ST. LUICE,**~~

~~Peter Harrison~~
~~Vice President~~

ARCCO of ST. LUCIE

EXHIBIT 3

Ms. Patricia A. 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: ARCCO of ST. LUCIE — Parcel ID No. 3323-500-0024-000/0
PUD Rezoning Application

Dear Ms. Tobin

This letter is submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning Regulations. ARCCO of ST. LUCIE INC. is the owner of record of the subject property, pursuant to the Special Warranty Deed dated April 8, 2005 and copies of which are attached to this application.

Should you have any questions regarding this information, please do not hesitate to

contact me.

Sincerely,

ARCCO of ST. LUICE,

Michael L. Adams
President

EXHIBIT 4

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

1. The ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ site is 2.496 acres in size, exceeding the 2-acre minimum requirement for the establishment of a Planned Unit Development within the City of Port St. Lucie.

2. The ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ site is located in along the west side of NW Peacock Loop roadway in the SLW industrial park across from the baseball stadium, within the City of Port St. Lucie. Access to the property will be via the two existing driveways on NW Peacock Loop.

3. ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ PUD has an existing stormwater management system on site that meets all requirements of the City of Port St. Lucie, St. Lucie West Services District and the South Florida Water Management District.

   ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ PUD is supplied with potable water and wastewater service by the St. Lucie West Services District. Furthermore, the development is accepting reclaimed water for irrigation from the St. Lucie West Services District.

4. The physical characteristics of the ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ PUD can be described as an existing developed parcel with a 29,675 square foot building. ~~The south 25% of the building is occupied by the ELKS Lodge~~.

5. This PUD application is consistent with the City of Port St. Lucie Comprehensive Land Use Plan.

6. The development consists of 29,675 square feet of building with ~~119~~ 64 119 parking spaces ~~currently~~ proposed to ~~serving~~ support the site. The site is capable of providing ~~119~~ 64 parking spaces under its current design layout.

7. Allowed uses in the Planned Unit Development Zoning Categories are as follows:

   The following permitted uses within the City of Port St Lucie General Commercial Zoning District (CG) (158.124).

   (1) Any retail, business, or personal service use (including repair of personal articles, furniture, and household appliances) conducted wholly within an enclosed building,

where repair, processing, or fabrication of products is clearly incidental to and restricted to on-premises sales;

(2) Horticultural nursery, garden supply sales;

(3) Office for administrative, business, or professional use;

(4) Public facility or use;

(5) Restaurants;

(6) Retail sales of alcoholic beverages for incidental on and off premises consumption in accordance with Chapter 110

a) Banquet hall and/or professional catering services
b) Recreation amusement facility;
c) Club or lodge (private), with or without an alcoholic beverage license for sales of alcoholic beverages to members and guests of the club or lodge in accordance with Chapter 110;
d) Park or playground, or other public recreation or cultural facility (public);
e) Civic, or cultural facility (private);
f) Service club;
g) Youth organization or club (nonprofit);

The following special exception uses within the City of Port St Lucie General Commercial Zoning District (CG) (158.124).

(1) Enclosed assembly area;

(2) Catalog showrooms with more than twenty (20%) percent of gross floor area devoted to storage;

(3) Kennel, enclosed;

(4) Bars, lounges, and night clubs;

(5) Schools (private or parochial), meeting the requirements of the State Board of Education, or technical or vocational schools;

(6) Automobile, boat, farm equipment or truck sales and repairs with repairs conducted entirely within an enclosed building.

(7) Any use set forth in Subsection B: "Permitted Principal Uses and Structures" that include drive-through service.

(8) Pain management clinic.

The following permitted uses within the Warehouse Industrial Zoning District (WI) (158.135)

(a) Cabinet making, carpentry shop or other trade shops

(b) Manufacturing, assembly, warehousing, storing, processing and packaging of goods and materials

(c) mini-warehousing

(d) Warehousing, providing that no more than 500 sq. ft. of each building be devoted to office space associated with the warehouse use and not as a separate unrelated business

(e) Wholesale trade, providing that no more than (50%) fifty percent of the total floor area is devoted to the display of goods and materials of office space, including the wholesale of alcoholic beverages,

(f) Building material sales and/or lumber yard

(158.135) (B) (2)

(g) Warehousing, open storage, provided that all open storage areas shall be completely enclosed by an opaque fence or wall having a minimum height of eight feet with no material placed as to be visible beyond the height of said fence or wall.

8. The maximum building height within the Project shall be 75 feet.

9. The maximum Building coverage shall be (50%) fifty percent, provided that the combined area coverage of all impervious surfaces shall not exceed (80%) eighty percent.

10. The building setbacks shall be as follows:

Front Setback = 25 feet
Side Setback = 10 feet
Rear Setback = 25 feet

11. Parking Requirements:
-Recreational Facility: 1 space/250 sqft

EXHIBIT 5

This Instrument Prepared By and Return to:
FRANK H. FEE, III, ESQ. of
FEE, KOBLEGARD & DeROSS
401 So. Indian River Dr.
Fort Pierce, FL 34950

Property Appraiser's Parcel Identification (Folio Number):
3323-500-0024-000/0

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2612380 04/28/2005 at 03:13 PM
OR BOOK 2227 PAGE 1455 - 1456 Doc Type: CDEED
RECORDING: $18.50
D DOC STAMP COLLECTION: $0.70

This CORRECTIVE WARRANTY DEED is recorded in order to correct a scrivener's misinterpretation of Lot number as appears in WARRANTY DEED of even date herewith recorded in OR Book 2214, page 228, Public Records of St. Lucie County, Florida.

CORRECTIVE WARRANTY DEED

THIS WARRANTY DEED, made the 8 day of April, 2005, by **WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation,** whose post office address is 440 NW Peacock Blvd., Port St. Lucie, FL, 34986, hereinafter called the Grantor, to **ARCCO OF ST. LUCIE, INC., a Florida corporation,** whose post office address is **Post Office Box 12909, Fort Pierce, FL, 34979-2909,** hereinafter called the Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to the instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee all that certain land, situate in St. Lucie County, Florida, viz:

> **Lot I-2, Block 3, ST. LUCIE WEST PLAT 1, according to the map or plat thereof as recorded in Plat Book 26, Page 8, Public Records of St. Lucie County, Florida.**
>
> **SUBJECT TO reservations, restrictions and rights-of-way of Public Record, together with taxes subsequent to December 31, 2004, provided, however, that this reference shall not serve to reimpose any of the same.**

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 the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of

all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Lisa L. Bolton
Printed Name

Witness Signature
FRANK H. FEE, JR
Printed Name

WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation

By: Clifford L. Brackett
CLIFFORD L. BRACKETT,
Chairman of the Board of Trustees

By: Kathleen A. Heinlein
KATHLEEN A. HEINLEIN,
Exalted Ruler

Attest: Carol Heintz
CAROL HEINTZ, Secretary

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Clifford L. Brackett, Kathleen A. Heinlein, and Carol Heintz, as Chairman of the Board of Trustees, Exalted Ruler, and Secretary, respectively, of WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation,** known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the company, and an oath was not taken. (Check one:) ☐Said person(s) is/are personally known to me. ☒Said person(s) provided the following type of identification:_____.

Witness my hand and official seal in the County and State last aforesaid this 8th day of April, 2005.

NOTARY RUBBER STAMP SEAL

Lisa L. Bolton
MY COMMISSION EXPIRES December 4, 2007
#DD249981
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature
Lisa L. Bolton
Printed Notary Name

EXHIBIT 6

EXHIBIT 6

BINDING P.U.D. AGREEMENT

CITY OF PORT ST. LUCIE
BINDING PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

Project Name: ARCCO of ST. LUCIE

Legal Description: See Exhibit 5

I HEREBY DECLARE THAT ARCCO of ST. LUCIE, as described in Exhibit 5,

is under unified control and hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City fro completion of the development according to the design parameters approved at the time of rezoning to PUD, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder in this paragraph.

Sworn to and subscribed before me
this 2nd Day of December 2014.

Stacey Schaefer
Notary Public State of Florida at Large

ARCCO of St. Lucie, Inc.
a Florida Corporation

By: Michael L. Adams
Michael L. Adams, President

My Commission expires:

Stacey Schaefer
COMMISSION # FF 049901
EXPIRES: AUG. 29, 2017
www.AaronNotary.com

* FOR STAFF USE ONLY *

Planning Dept No: _____

Ordinance Number: _____

Date Received: _____

Date Checked: _____

Exhibit 7

Arcco of St Lucie

3323-500-0024-000-0
440 NW Peacock Boulevard
Port St Lucie, Florida

Location Map

McCarty & Associates
LAND PLANNING AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

8/15/2016
Project Number (P16-138)

Arcco of St Lucie

3323-500-0024-000-0
440 NW Peacock Boulevard
Port St Lucie, Florida

Aerial Photograph

McCarty & Associates
LAND PLANNING
AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

8/15/2016
Project Number (P16-138)

Arcco of St Lucie

3323-500-0024-000-0
440 NW Peacock Boulevard
Port St Lucie, Florida

Legal Description

McCarty & Associates
LAND PLANNING
AND DESIGN
STUART • FT. PIERCE
772.341.0422
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

ST LUCIE WEST - PLAT 1 - BLK 3 LOT I-2
(OR 2214 - 228: 2227 - 1455)

8/15/2016
Project Number (P16-138)

Exhibit 9

Location Map

Legal Description

[illegible]

Site Data

PCN	[illegible]
SECTION/RANGE	[illegible]
PARCEL AREA	[illegible] AC
ZONING	PUD
FUTURE LAND USE	[illegible]
EXISTING USE	URBAN INDUSTRIAL
PROPOSED USE	RECREATION FACILITY
MINIMUM BUILDING SETBACKS	[illegible]
FINISHED FLOOR ELEVATION	[illegible]
MAXIMUM BUILDING HEIGHT	[illegible]
FLOOD ZONE	[illegible]
MAXIMUM BUILDING COVERAGE	[illegible]
UTILITIES PROVIDED	ST LUCIE MUNICIPALITIES

Lot Coverage Data

TOTAL SITE AREA	[illegible] SF / [illegible] AC	[illegible]
IMPERVIOUS AREA	[illegible] SF / [illegible] AC	[illegible]
EXISTING BUILDING	[illegible] SF / [illegible] AC	[illegible]
PROPOSED NEW	[illegible] SF / [illegible] AC	[illegible]
SIDEWALKS, ETC.	[illegible] SF / [illegible] AC	[illegible]
PERVIOUS AREA	[illegible] SF / [illegible] AC	[illegible]
LANDSCAPE BUFFERS / OPEN SPACES	[illegible] SF / [illegible] AC	[illegible]

Parking Requirements

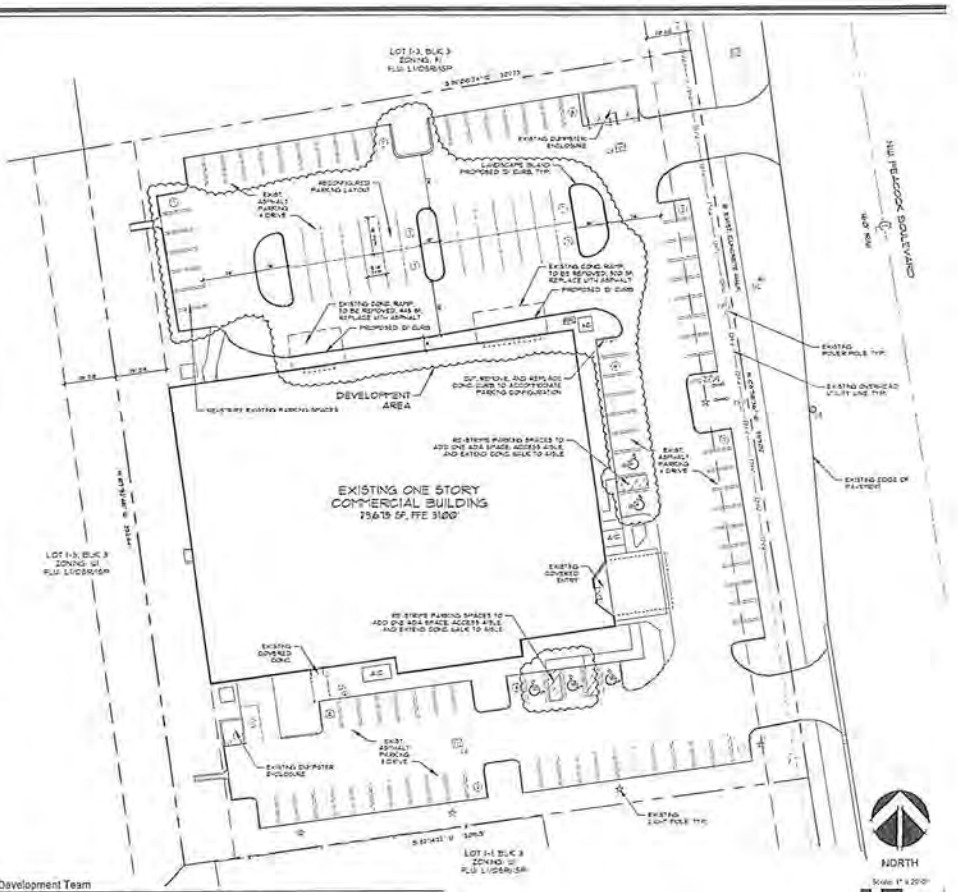
PARKING SPACES REQUIRED	[illegible]
PARKING SPACES PROVIDED	[illegible]
STANDARD SPACES	[illegible]
ADA ACCESSIBLE SPACES	[illegible]

Notes

1. ALL EXOTIC VEGETATION SHALL BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
2. PROPOSED TIMETABLE FOR CONSTRUCTION: ALL BUILDING PERMITS SHALL BE OBTAINED AND ALL CONSTRUCTION COMPLETED WITHIN TWO YEARS FOLLOWING THE ISSUANCE OF THE PUD ORDINANCE.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION BEFORE CONSTRUCTION.
4. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT PRIOR TO DESIGN.
6. NEW EARTHWORK SHALL BEAR SMOOTH, FIRM AND EVENLY TO THE EYE.
7. ALL SLOPES MUST FALL TO DRAINAGE FLOW, OR 1/4" PER FOOT. ANY DISCREPANCIES NOT ADDRESSED THIS TO DESIGN TEAM TO BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO CONTINUING WORK.
8. CONTRACTOR SHALL PROVIDE IRRIGATION TO, AND DRAINAGE FROM, ALL PLANTERS.
9. REMOVE ALL ROAD BASE, SHELLROCK, MARL, CORAL ROCK, AND RUBBLE 24" MIN. BELOW FINISH GRADE FROM ALL NON-PLANTING AREAS AND TREE PITS. BACKFILL WITH SUITABLE SOIL AS APPROVED BY LANDSCAPE ARCHITECT. MAINTAIN EXISTING GRADE AT EXISTING TREES.

Drainage Notes

1. MATCH ALL EXISTING GRADES ALONG SIDE PROPERTY LINE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND PROPER STORAGE AWAY FROM ALL STRUCTURES ANY EXCESS BUT SUITABLE FILL TO PLANTERS, COORDINATE PLANTING PLANS, LANDSCAPE SURFACES AND HARDSCAPE ELEMENTS.
3. CONTRACTOR SHALL PROVIDE DRAINAGE FROM ALL PLANTERS.



Development Team

Owner	Site Planner	Copyright
Arcco of St Lucie Inc PO Box 12003 Fort Pierce, FL	McCarty & Associates McCarty, Tim Early Land Planning and Design Phone: 772-341-3123	All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever, without the written permission of the designer.

McCarty & Associates

Land Planning and Design

Stuart • Ft. Pierce

Arcco of St Lucie

440 NW Peacock Blvd.
Port St Lucie, Florida

PUD Amendment Concept Plan

Drawn By	SL
Checked By	M. McCarty
Scale	1" = 20'-0"
Drawing Date	8/17/16
	staff comments 9/27/16

S-1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 1/9/2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Ordinance: 1702 An Ordinance Authorizing the City Manager of the City of Port St. Lucie to Enter into Lease Agreement between the City of Port St. Lucie and State Representative Larry Lee, Jr., for Offices Located at 9221 SE Civic Center Place, Port St. Lucie, Florida 34952; Providing an Effective Date

Submittal Date: 12/27/2016

STRATEGIC PLAN LINK: Principle 1: Heart of the Treasure Coast; Recognized as a major city in Florida with influence, power and hub of the Treasure Coast. Principle 3: Friendly Community for All Ages; Residents feeling a part of and connected to the community.

BACKGROUND: The office space, located in the Port St. Lucie Civic Center at 9221 SE Civic Center Place, Port St. Lucie, Florida 34952, has been previously utilized by Representative Larry Lee, Jr. The original Lease Agreement between the parties was previously passed and approved by Council on January 14, 2013. A subsequent Lease Agreement between the parties was passed and approved by Council subsequent to Representative Lee's bid for re-election, and which Agreement encompassed the then current term of office for Representative Lee. Representative Lee again won his bid for re-election on November 8, 2016 (Election Day) and is, once again, seeking to extend the term of the Lease Agreement to encompass the now current term of office.

ANALYSIS: The proposed Lease Agreement between the City of Port St. Lucie and Representative Larry Lee, Jr. is for a period commencing January 1, 2017 through November 7, 2018 (Election Day), or on the date of State Representative Larry Lee, Jr.'s end of term, whichever event occurs later in time.

A copy of the proposed Lease Agreement has been included herewith as Exhibit "A" to the attached Ordinance. The terms of the Lease Agreement will be in

substantially the same form as attached, provided same are approved by Representative Lee.

FINANCIAL INFORMATION: Lease Agreement to run January 1, 2017 through November 7, 2018 (Election Day), or on the date of State Representative Larry Lee Jr.'s end of term, whichever event occurs later in time. There is a proposed monthly rent of Zero Dollars ($0.00) due to the intermittent nature of the use of the office space.

LEGAL INFORMATION: Approved by O. Reginald Osenton, City Attorney as to legal form and sufficiency on December 27, 2016.

STAFF RECOMMENDATION: Recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Five (5) minutes (if needed).

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: Port St. Lucie Civic Center, 9221 SE Civic Center Place, Port St. Lucie, Florida.

ATTACHMENTS: 1. Ordinance with attached Lease Agreement as Exhibit "A"

RECEIVED
DEC 28 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10B
DATE 1/9/17

ORDINANCE 17-02

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF PORT. ST. LUCIE AND STATE REPRESENTATIVE LARRY LEE, JR. FOR OFFICES LOCATED AT 9221 SE CIVIC CENTER PLACE, PORT ST. LUCIE, FLORIDA 34952; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Lease Agreement between the City of Port St. Lucie and State Representative Larry Lee, Jr., for said leased premises located at 9221 SE Civic Center Place, in the City of Port St. Lucie, to be substantially in the same form of the Lease Agreement as attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to permit and allow use of the aforementioned office space to commence forthwith.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___ day of _____, 2017.

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

Exhibit

"A"

(to Authorizing Ordinance)

LEASE AGREEMENT
FOR
OFFICE SPACE LOCATED AT THE CIVIC CENTER
BY STATE REPRESENTATIVE LARRY LEE, JR.

This Agreement ("Lease") is for certain office space located at the Civic Center, whose address is 9221 SE Civic Center Place, Port St. Lucie, FL 34952, made and entered into effective as of the _____ day of _____, 2017, between the City of Port St. Lucie, a Florida municipal corporation ("Lessor"), and State Representative Larry Lee, Jr., District 84 ("Lessee").

1. **LEASED PREMISES:**

Lessor hereby leases to Lessee certain office space located at the Civic Center, 9221 SE Civic Center Place, Port St. Lucie, FL 34952. That office space is described with more particularity as Office #255, consisting of 120 square feet ("Leased Premises") at the Civic Center. Lessor also hereby grants to Lessee and Lessee's employees, agents, invitees, licensees and vendors the nonexclusive right to use the restrooms and lobby.

2. **USE:**

Lessee shall use and occupy the Leased Premises for the purpose of an office building and for any other lawful use desired by Lessee upon the written consent of Lessor. Lessee shall only utilize the Leased Premises on Tuesdays & Thursdays between the hours of 9:00 a.m. and 3:00 p.m. These days and times may be changed upon mutual consent of the parties.

3. **TERM:**

The term of this Lease shall commence on January 1, 2017 and shall continue until its expiration at midnight on November 7, 2018 (Election Day), or on the date of State Representative Larry Lee, Jr.'s end of current term of office, whichever event occurs later in time.

4. **ANNUAL RENT:**

Due to the intermittent nature of the use, the Lessor shall waive the rent for the Lessee.

5. **LESSEE and LESSOR'S RESPONSIBILITIES:**

Lessee shall provide any office furnishings in addition to the existing outfitting of the space. Additionally, the Lessee shall pay for any telephones, computers or other accessory equipment.

Lessor shall pay for all water, sewer, garbage and janitorial services. Lessor shall provide accessibility to the premises during normal business hours and shall provide key access.

6. **LESSEE'S IMPROVEMENTS:**

All alterations, additions, improvements, decorations or installations, including but not limited to, railings, air-conditioning ducts or equipment (except movable furniture, partitions, and fixtures put in at the expense of Lessee which can be removed by Lessee without causing any structural damage to the building and where Lessee reasonably repairs any damage to the Leased Premises due to removal of the fixture(s)), shall become the property of Lessor at the termination of this Lease. Lessee shall pay the cost of any and all office improvements.

7. **TERMINATION:**

In the event that State Representative Larry Lee, Jr. breaches this Lease, the Lessor shall have the right to terminate this Lease and, upon termination, any improvements to the premises made by Lessee shall become the sole and exclusive property of the Lessor. Lessor has the right, upon ninety (90) days written notice prior to any anniversary date of this Lease Agreement, to terminate this Agreement, with or without cause, and upon such anniversary date to re-take possession of the leased premises. Lessee has the right, upon ninety (90) days written notice prior to any anniversary date of this Lease Agreement, to terminate this Agreement, with or without cause.

8. **NOTICES:**

All notices or other communications under this Agreement shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, first class, postage prepaid and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Article.

If to Lessee:
Larry Lee, Jr.
State Representative, District 84
100 North US Highway 1
Fort Pierce, FL 34950

If to Lessor:
City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Copy to:
City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

9. **ENTIRE AGREEMENT:**

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the Lease unless such negotiations, arrangements, brochures, agreements and understandings are specifically incorporated herein.

10. **MODIFICATION OF LEASE:**

This Lease may be modified only by mutual written agreement of both parties.

11. **GOVERNING LAW:**

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Should either party institute legal action to enforce any provisions contained herein, it is agreed by and between the parties that the venue of such suit or action shall be in St. Lucie County, Florida and both parties hereby waive any defenses to the contrary. This Lease shall not be construed either for or against Lessee or Lessor, but shall be interpreted in accord with the general tenor of this language.

12. **COMPLIANCE WITH LAWS:**

Lessor covenants and warrants that the building and the Leased Premises, and any use or intended use thereof by Lessor, presently complies with, and will continue throughout the term of this Lease to comply with, all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, rules and regulations including, but not limited to, the Americans with Disabilities Act of 1990, 42 USC § 12101, et. seq. If Lessor receives notice from any Federal, State or other governmental entity that they are not in compliance with any such covenant, ordinance, code, law or regulation, Lessor will promptly provide Lessee with a copy of such notice and with a statement of Lessor's intended action to bring the building and the Leased Premises, and Lessor's use thereof, into compliance. The provisions of this paragraph 12 are material terms of this Lease.

Remainder of Page Left Intentionally Blank
Signature Page to Follow

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Agreement on the day and year first written above.

CITY OF PORT ST. LUCIE

By:_____
Russ D. Blackburn, City Manager
City of Port St. Lucie
(Lessor)

_____
Print Name: _____
Witness

_____
Print Name: _____
Witness

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

_____
O. Reginald Osenton
City Attorney

_____
Print Name: _____
Witness

_____
Print Name: _____
Witness

_____
Larry Lee, Jr.
State Representative, District 84
(Lessee)

Revised Item 10C – 1-5-17

CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

TO: RUSS D. BLACKBURN, CITY MANAGER

FROM: O. REGINALD OSENTON, CITY ATTORNEY

DATE: JANUARY 4, 2017

SUBJECT: PROPOSED DISTRICT OFFICE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND CONGRESSMAN-ELECT BRIAN MAST; SCHEDULED FOR THE JANUARY 9, 2017 REGULAR CITY COUNCIL MEETING UNDER ITEM 10C

Attached hereto, please find a *replacement* Council Agenda Memorandum and *revised* District Office Lease Agreement which is attached as Exhibit "A" to the proposed Ordinance.

The Council Agenda Memorandum and District Office Lease Agreement have been revised to reflect a monthly rental fee of $500.00 per month as opposed to the originally listed $750.00 per month. The agreed upon monthly rental fee was increased from $250.00 per month, as was the rental fee in place under Congressman Patrick Murphy, and was proposed to Congressman-Elect Brian Mast at a rate of $750.00 per month. After further negotiations with Congressman-Elect Mast's staff, the monthly rental amount has been set at an agreed upon rate of $500.00 per month for the term of the lease.

It is respectfully requested that the revised Council Agenda Memorandum and revised District Office Lease Agreement be forwarded to the City Clerk to replace the existing Council Agenda Memorandum and District Office Lease Agreement (attached thereto as Exhibit "A") based upon the revised and negotiated terms related to the monthly rental amount.

Should you have any questions, or should any additional information be required, please do not hesitate to contact me at x6513.

ORO/ks
Enclosure

RECEIVED

CITY MANAGER'S OFFICE

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, Florida 34984-5099 • (772) 871-5294 • Fax: (772) 344-4298 • TDD: (772) 873-6339

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: _____
Meeting Date: 1/9/2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Ordinance: An Ordinance Authorizing the City Manager of the City of Port St. Lucie to Enter into a District Office Lease between the City of Port St. Lucie and Congressman-Elect Brian Mast for Offices Located at City Hall, 121 SW Port St. Lucie Boulevard, Building A, Room 187, Port St. Lucie, Florida 34984; Providing an Effective Date

Submittal Date: 1/4/2017

STRATEGIC PLAN LINK: Principle 1: Heart of the Treasure Coast; Recognized as a major city in Florida with influence, power and hub of the Treasure Coast. Principle 3: Friendly Community for All Ages; Residents feeling a part of and connected to the community.

BACKGROUND: The office space, located in room 187 of City Hall, has been previously utilized by Congressman Patrick Murphy. The District Office Lease between the City of Port St. Lucie and Congressman Murphy is set to expire as of the end of the 114th congressional term on January 2, 2017. Congressman-Elect Brian Mast will be succeeding Patrick Murphy for the term of the 115th Congress set to commence on January 3, 2017. Conceptual approval for a District Office Lease Agreement was requested, and approved, at the December 12, 2016 Regular City Council Meeting.

ANALYSIS: The proposed District Office Lease Agreement between the City of Port St. Lucie and Congressman-Elect Brian Mast is for a period commencing January 3, 2017 through January 2, 2019, which is the last day of the congressional term of the 115th Congress. The district team of Congressman-Elect Brian Mast will utilize the space full time, primarily for the use of constituent services involving case work, administration, and providing personal assistance to constituents throughout the district.

A copy of the proposed District Office Lease, and required Attachment, have been included herewith as Exhibit "A" to the attached Ordinance. The terms of the District Office Lease will be in substantially the same form as attached, provided same are approved by the Administrative Counsel of the U.S. House of Representatives.

FINANCIAL INFORMATION: District Office Lease Agreement to run January 3, 2017 through January 2, 2019, which is the end of the congressional term of the 115th Congress for a proposed monthly rent of Five Hundred Dollars ($500.00).

LEGAL INFORMATION: Approved by O. Reginald Osenton, City Attorney as to legal form and sufficiency on December 27, 2016.

STAFF RECOMMENDATION: Recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Five (5) minutes (if needed).

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Room 187, Port St. Lucie, Florida.

ATTACHMENTS: 1. Ordinance with attached District Office Lease as Exhibit "A"

ORDINANCE 17-03

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A DISTRICT OFFICE LEASE BETWEEN THE CITY OF PORT. ST. LUCIE AND CONGRESSMAN-ELECT BRIAN MAST FOR OFFICES LOCATED AT CITY HALL, 121 SW PORT ST. LUCIE BOULEVARD, BUILDING A, ROOM 187, PORT ST. LUCIE, FLORIDA 34984; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a District Office Lease between the City of Port St. Lucie and Congressman-Elect Brian Mast, for said leased premises located at 121 SW Port St. Lucie Boulevard, Building A, Room 187, in the City of Port St. Lucie, to be substantially in the same form of the District Office Lease as attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to permit and allow use of the aforementioned office space to commence forthwith.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___ day of _____, 2017.

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

Exhibit

"A"

(to Authorizing Ordinance)

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.

B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.

C. Section 2 confirms that all amenities identified in the District Office Lease Attachment accompanying the Lease are to be provided by Lessor.

D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2017); and (2) date lease ends (must be on or before January 2, 2019).

E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).

F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.

G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.

H. Section 11 has space provided to list any additional lease provisions.

I. Prior to either party signing a lease, the Member/Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 115th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).

J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999.

K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

CITY OF PORT ST. LUCIE (Landlord's name), 121 SW PORT ST. LUCIE BOULEVARD, PORT ST. LUCIE, FLORIDA 34984 (Landlord's street address, city, state, ZIP code)

("Lessor"), and CONGRESSMAN BRIAN MAST, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 745 square feet of office space located at 121 SW PORT ST. LUCIE BOULEVARD, ROOM 187 (Office street address) in the city, state and ZIP code of PORT ST. LUCIE, FLORIDA 34984 (Office city, state and ZIP).

2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.

3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2017 and ending January 2, 2019. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2019, which is the end of the constitutional term of the Congress to which the Member is elected.

4. **Rent.** The monthly rent shall be $ 500.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

5. **Early Termination.** This Lease may be terminated by either party giving 60 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.

7. **District Office Lease Attachment for 115th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress.

8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

District Office Lease

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.

11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[*Signature page follows.*]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of Port St. Lucie - By: Russ D. Blackburn, City Manager	Brian Mast
Print Name of Lessor/Landlord/Company	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	_____
Date	*Date*

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

A. **The Member/Member-Elect is required to personally sign the documents.**

B. **The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.**

C. **The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.**

D. Broadband/cable availability can be confirmed by visiting www.broadbandmap.gov and entering the address of the proposed leased space.

E. **Section B ("Additional Terms and Conditions") of the Attachment SHALL NOT have any provisions deleted or changed.**

F. Even if rent is zero, an Attachment is still required.

G. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).

H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).

I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.

J. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

☐ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(*Items marked with an asterisk and in bold are* ***required*** *for all flagship offices of Freshman Members of the 115th Congress.*)

☑ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(*Verify broadband access by entering the address of the leased space at www.broadbandmap.gov*)

☑ * **Interior Wiring CAT 5e or Better within Leased Space.**

☑ Lockable Space for Networking Equipment.

☑ Telephone Service Available.

☑ Parking. ☐_____ Assigned Parking Spaces
☑_____ Unassigned Parking Spaces
☐ General Off-Street Parking on an As-Available Basis

☑ Utilities. Includes: Electric, Water, Central Air Conditioning; Internet Access

☑ Janitorial Services. Frequency: Weekly

☑ Trash Removal. Frequency: Weekly

☐ Carpet Cleaning. Frequency: _____

☐ Window Washing. ☐ Window Treatments.

☐ Tenant Alterations Included In Rental Rate.

☐ After Hours Building Access.

☐ Office Furnishings. Includes: _____

☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____
Phone Number: _____ Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

Print Form | Save Form | Clear Page

District Office Lease Attachment

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Port St. Lucie - By: Russ D. Blackburn, City Manager	Brian Mast
Print Name of Lessor/Landlord	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	_____
Date	*Date*

From the Member's Office, who is the point of contact for questions?
Name_____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20_____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: **January 9, 2017**
and January 23, 2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

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

Agenda Item: Ordinance: 17-04 City Code Text Amendment Application – Chapter 158 – Zoning Code (P16-179)

Submittal Date: 12/19/2016

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

BACKGROUND: A City initiated text amendment amending Chapter 158 of the Code of Ordinances. This text amendment will provide consistent language related to automobile repair and maintenance in WI (Warehouse Industrial), and IN (Industrial) zoning district. The proposed change is shown in the attached Exhibit "A" to the ordinance with addition shown as underlined.

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 November 17, 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 unanimously recommended approval of this text amendment on December 6, 2016.

RECEIVED
DEC 2 2 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 1/9/2017 and 1/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Staff report, ordinance, and Exhibit "A" of ordinance (proposed changes with addition shown as underlined.

PT/TK

ORDINANCE 17-04

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY PROVIDING AMENDMENT TO CHAPTER 158 – ZONING CODE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida adopted amendments to the City of Port St. Lucie Comprehensive Plan by Ordinance 12-19, and

WHEREAS, Section 163.3202, Florida Statutes, provides for the amendment and enforcement of land development regulations that are consistent with and implement the adopted comprehensive plan; and

WHEREAS, Section 163.3174(4)(C), Florida Statutes, provides that the Local Planning Agency shall review proposed land development regulations and make recommendations to the governing body as to the consistency of the proposed land development regulations with the adopted Comprehensive Plan; and

WHEREAS, this City initiated zoning text amendment, P16-179, to the existing Chapter 158 – Zoning Code as outlined in Exhibit "A" with addition shown as <u>underlined</u> by adding "Repair and maintenance of vehicles and equipment" in IN zoning district; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174(4)(C), Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Code of Ordinances and submitted its recommendations thereon to the City Council; and

ORDINANCE 17-04

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council has found and determined that the adoption of zoning text amendment to Chapter 158 – Zoning Code will foster and preserve the public health, safety and welfare; value and character of the community; and implement the adopted comprehensive plan.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City of Port St. Lucie Chapter - 158 – Zoning Code, is hereby adopted for zoning text amendment into the Code of Ordinances as shown in Exhibit "A" attached hereto and incorporated by reference herein.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. This ordinance shall become effective on January 23, 2017.

ORDINANCE 17-04

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this

_____ day of _____, 2017.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
O. Reginald Osenton, City Attorney

EXHIBIT "A"

CHAPTER 158 – ZONING CODE

ARTICLE IX – INDUSTRIAL DISTRICTS

Sec. 158.136. Industrial Zoning District (IN).

(A) **Purpose.** The purpose of the industrial zoning district (IN) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of industrial activities; to designate those uses and services deemed appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are appropriate to ensure proper development and functioning of uses within the district. This district incorporates most of those uses formerly designated heavy industrial (HI), flexible industrial (FI), and light industrial (LI).

(B) **Permitted Principal Uses and Structures.**

(1) The following principal uses and structures are permitted provided that all businesses, services, manufacturing or processing of materials are confined within a fully-enclosed building with no exterior emission of odors, fumes, dust, smoke, vibration, waste liquids, or other substances:

a. Manufacturing, assembly, warehousing, storing, processing and packaging of goods and materials.

b. Research and development facility.

c. Public or semi-public facility or use.

d. Television broadcasting station and telephone call centers.

e. Analytical laboratory.

f. Warehouse.

g. Wholesale trade and distribution.

h. Office space as needed in conjunction with a use listed above.

i. Retail and business services primarily intended to serve the industrial facilities.

j. Adult entertainment. The applicant must demonstrate consistency with the provisions and conditions of all other pertinent City Code of Ordinances which regulate this use.

k. Facility-based youth day treatment program.

l. Commercial laundry facilities and linen supply.

m. Microbrewery.

n. Repair and maintenance of vehicles and equipment.

(2) The following principal uses which need not be fully enclosed in a building or structure are permitted;

a. Public utility facility, including water pumping plant, reservoir, and electrical substation.

b. Warehousing, open storage, provided that all open storage areas shall be completely enclosed by an opaque fence or wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of said fence or wall.

c. Equipment rental business provided that all open storage areas shall be completely enclosed by an opaque fence or wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of said fence or wall.

d. Self-service storage facilities in accordance with Section 158.227.

(C) **Special Exception Uses.** The following uses may be permitted following the review and specific approval by the City Council and serve to implement heavy industrial land uses as contemplated in the Comprehensive Plan:

(1) Mobile home or apartment for use by custodian or night watchman.

(2) Disposal and recycling facility for construction and demolition debris, provided that all open storage areas shall be completely enclosed by an opaque fence or a wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of the fence or wall; minimum area required, ten (10) acres.

(3) Wireless communication antennas and towers, as set forth in section 158.213.

(4) Recreational vehicle park.

(5) Airport or landing field.

(6) Commercial driving school.

(7) Kennel (enclosed), with outdoor runs.

(8) Other heavy industrial development not listed above but that are considered to have high intensity use with potential impact on surrounding land uses and to be located within heavy industrial land use districts.

(9) Billboards as allowed under 155.08 (N).

(10) Solar generation station subject to the requirements of section 158.230.

(11) Secondary metals recycler in accordance with Chapter 117.

(D) **Accessory Uses.** As set forth within section 158.217

(E) **Minimum Lot Requirements.** Twenty thousand (20,000) square feet and a minimum width of one hundred sixty (160) feet. More than one (1) permitted or special exception use may be located upon the lot as part of a totally-designed development to be maintained under single ownership. Properties located within conversion areas as defined by this chapter shall meet the requirements within the City of Port St. Lucie Land Use Conversion Manual.

(F) **Maximum Building Coverage.** Fifty (50%) percent, provided that the combined area coverage of all impervious surfaces shall not exceed eighty (80%) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet, except for transmission and broadcast towers.

(H) **Minimum Living Area.** Mobile home or apartment: Six hundred (600) square feet.

(I) **Setback Requirements and Landscaping.**

(1) **Front Setback.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet.

(2) **Side Setback.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) feet. A building setback line of twenty-five (25) feet shall be maintained adjacent to any residential zoning district or to a public right-of-way.

(3) **Rear Setback.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet from any residential land use, ten (10) feet from any other land use, provided that no setback is required from a railroad right-of-way.

(4) **Landscaping Requirements.** Landscaping and buffering requirements are subject to Chapter 154. All mechanical equipment shall be screened from property zoned residential. This screening shall be designed as both a visual barrier and a noise barrier.
All open storage areas shall be screened from view from public rights-of-way and residentially zoned property. Said screening shall be an opaque fence or wall at least eight (8) feet tall, with no material placed so as to be visible beyond the height of said fence or wall.

(J) **Off-Street Parking and Service Requirements.** As set forth in Section 158.221.

(K) **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of sections 158.235 and 158.245.

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

TO: **PLANNING & ZONING BOARD - MEETING OF DECEMBER 6, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **CHAPTER 158 – ZONING CODE**
CITY CODE TEXT AMENDMENT
PROJECT NO. P16-179

DATE: **NOVEMBER 28, 2016**

BACKGROUND:

The City is initiating a text amendment to Chapter 158 of the Code of Ordinances. This text amendment will provide consistent language related to automobile repair and maintenance in the WI (Warehouse Industrial) and IN (Industrial) zoning districts. "Repair and maintenance of vehicles and equipment" is proposed to be added to the IN zoning district as a permitted use consistent with the language of the WI zoning district. The proposed change is shown in the attached Exhibit "A" to the ordinance with addition shown as underlined.

STAFF RECOMMENDATION:

The Planning and Zoning Department finds the proposed amendment to Chapter 158 of the Zoning Code to be consistent with the City's Comprehensive Plan adopted in 2012 and recommends approval.

Thresiamma Kuruvilla

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Thursday, November 17, 2016 10:02 AM
To: Thresiamma Kuruvilla
Subject: RE: ordinance

Approved. No changes.
Thanks.

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: Thresiamma Kuruvilla [mailto:TKuruvilla@cityofpsl.com]
Sent: Thursday, November 17, 2016 9:48 AM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: ordinance

Pl see the draft ordinance for a zoning text amendment to section 158-zoning code. We are adding "Repair and maintenance of vehicles and equipment" in IN zoning district as a permissible use which is listed as a permissible use in WI.
Thanks, Thres

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit http://www.mimecast.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Date: January 9, 2017
and Quasi-Judicial Hearing on:
January 23, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-05 George Callas Holdings – Rezoning Application (P16-171)
Submittal Date:	12/20/2016

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

BACKGROUND: This application proposes to rezone approximately 2.94 acres from RS-2 (Single Family Residential) to CS (Service Commercial). This application includes lots within the City's conversion area 27 (PSL Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4), as well as lots within conversion area 24 (PSL Section 31, Block 1711, Lots 5-8). All the lots within the conversion area 27 have a CH Future Land Use, while the lots in conversion area 24 have a CS Future Land Use. A small scale comprehensive plan amendment was recently approved which changed the future land use to CS for the lots within conversion area 27 (P16-170 George Callas Holdings Small Scale Comprehensive Plan Amendment).

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 December 20, 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 unanimously recommended approval of this rezoning Application on December 6, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: The property is located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
CITY MANAGER'S OFFICE

ORDINANCE 17-05

AN ORDINANCE TO REZONE 2.94 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN EDGARCE STREET AND FONDURA ROAD FROM RS-S (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS GEORGE CALLAS HOLDINGS, P16-171; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, George Callas Holdings, LLC, seeks to rezone 2.94 acres of property located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CS (Service Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the December 6, 2016 to consider the rezoning application (P16-171), 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 January 23, 2017 to consider the rezoning application (P16-171), 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 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CS (Service Commercial).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ 2017.

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 DECEMBER 6, 2016**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **GEORGE CALLAS HOLDINGS REZONING APPLICATION PROJECT NO. P16-171**

DATE: **NOVEMBER 22, 2016**

PROPOSED PROJECT: This application proposes to rezone approximately 2.94 acres from RS-2 (Single Family Residential) to CS (Service Commercial).

APPLICANT: Bradley J. Currie, Engineering Design & Construction, Inc. The authorization letter is attached to the staff report.

OWNER: George Callas Holdings, LLC.

LOCATION: The property is located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road.

LEGAL DESCRIPTION: Port St. Lucie Section 31, Block 1711, Lots 1-8, and Block 1712, Lots 1-4.

SIZE: Approximately 2.94 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	CH	CH	Existing commercial
S	CS	RS-2	Vacant lots
E	CG & CS	PUD & CS	Vacant lots
W	CG & CH	CG & CH	Existing storage facility

REQUESTED ZONING: CS (Service Commercial).

FUTURE LAND USE: CH (Highway Commercial) and CS. This application includes lots within the City's conversation area 27 (PSL Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4), as well as lots within conversation area 24 (PSL Section 31, Block 1711, Lots 5-8). All the lots within the conversion area 27 have a CH Future Land Use, while the lots in conversion area 24 have a CS Future Land Use. A small scale comprehensive plan amendment has been submitted for all the lots located within conversion area 27 to change future land use to CS (P16-170 George Callas Holdings Small Scale Comprehensive Plan Amendment). This comprehensive plan amendment has been reviewed by the P&Z Board in November, and is scheduled for its first reading at City Council on November 28, 2016.

IMPACTS AND FINDINGS:

Land Use Consistency: This property is located within the City's conversion area. In 1984, the City adopted a Conversion Manual to address the shortage of land available for both commercial and institutional facilities. With the adoption of the Conversion Manual, the City processed land use amendments to change the land use along designated segments of roadways. Within these conversion areas, single-family lots can be assembled to create larger parcels for suitable development.

The rezoning of this property is consistent with the direction and policies of the City's Comprehensive Plan. In particular, Policy 1.1.4.2 (d) identifies that the City needs to provide more CS (Service Commercial) land uses.

Compliance With Conversion Area Requirements:

Planning Area location per conversion manual: **27 & 24**
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,** a request to unify these lots was submitted to the Legal Department on October 18, 2016.

Buffer required: A landscaped buffer and wall is required: **No. Landscaping is required, but since this property abuts against commercial properties to the east, south, and west, a landscape buffer wall will not be required.**

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service to this development.

Environmental: As outlined in the Environmental Assessment report included with the comprehensive plan application (P16-170), the site currently contains a mixture of vegetation. The composition of this vegetation is a mixture of native, exotic, and nuisance species. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and all exotic vegetation will need to be removed. Therefore, a tree survey will be required to be submitted for the site plan process.

Schools: Since there is no residential component to this project, school concurrency will not apply.

Other: As required by §158.126 (L), an approved site plan is required before any on-site and off-site improvements can be made to ensure compliance with all City rules and regulations.

All properties are to be combined by Unity of Title under one ownership, and a unity of title has been submitted to the legal department for processing.

STAFF RECOMMENDATION:

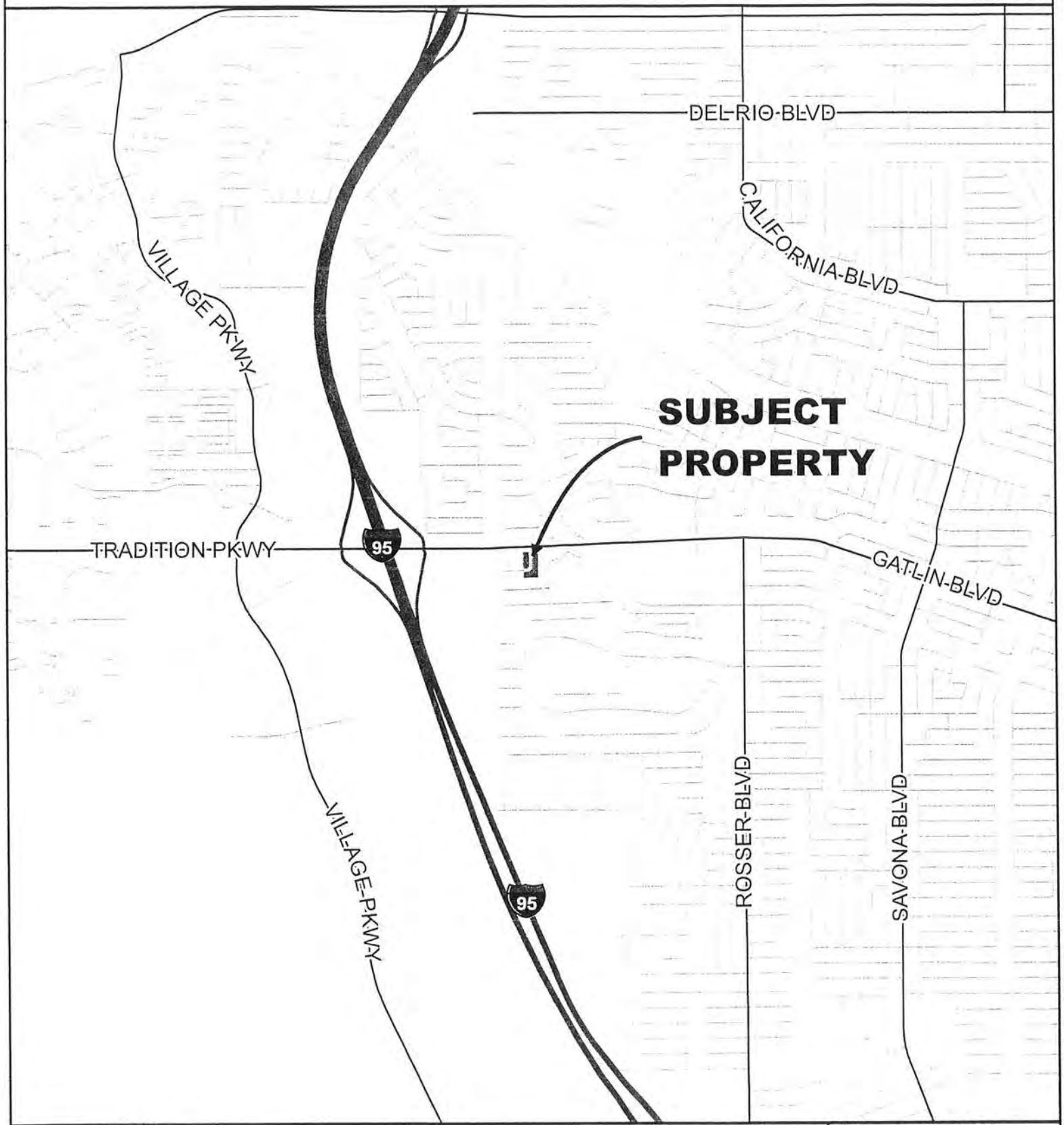
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

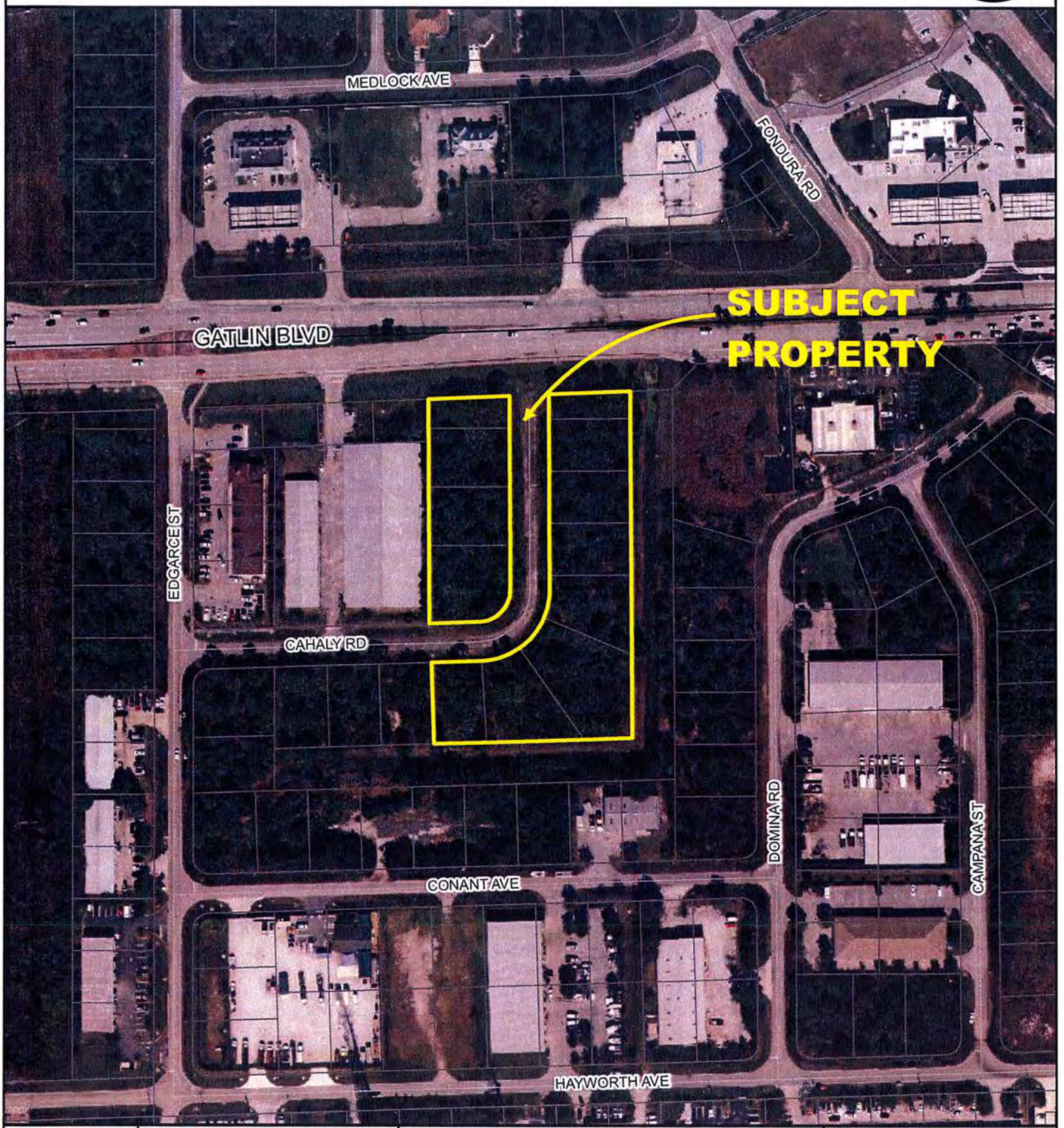
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



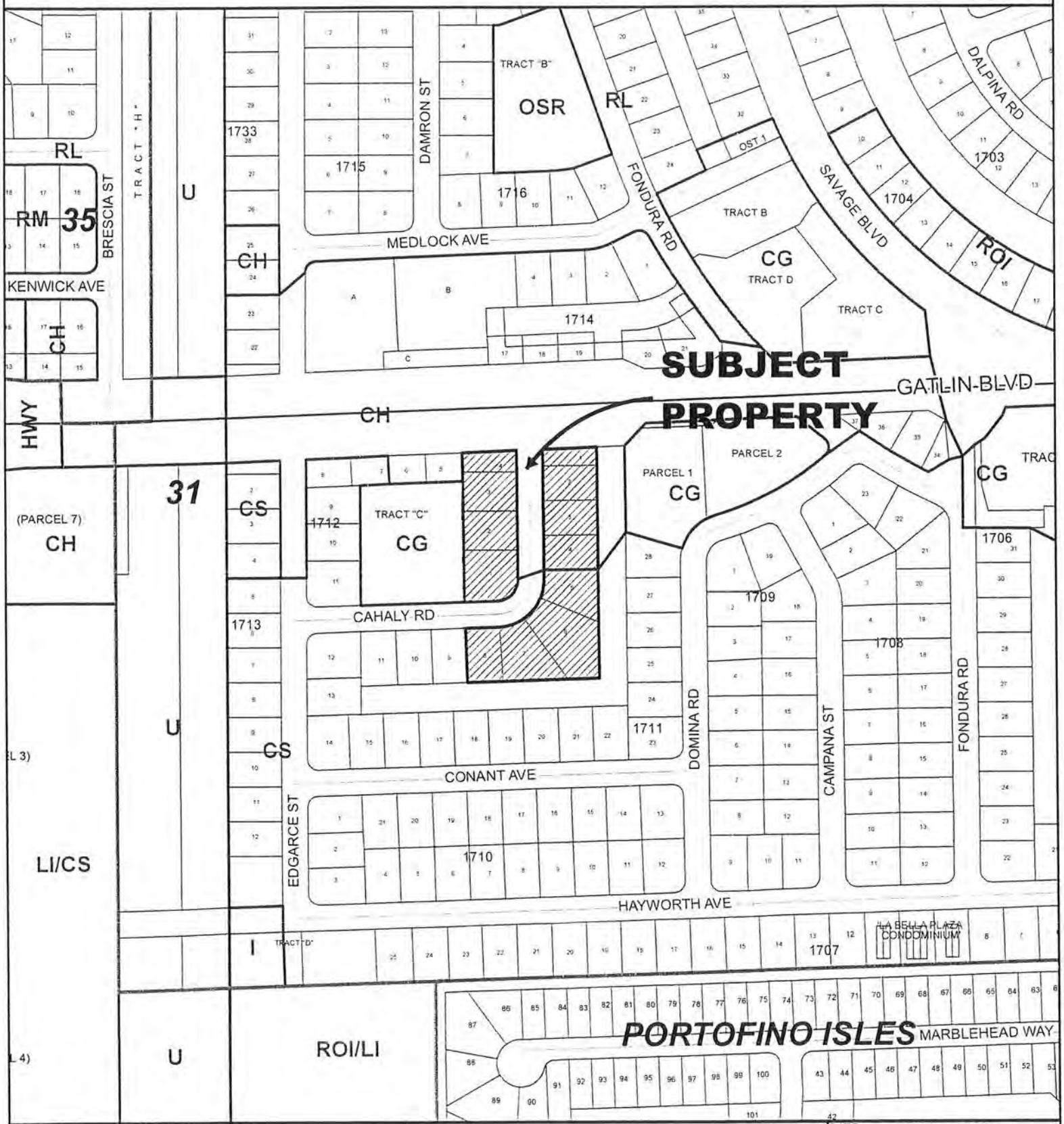
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



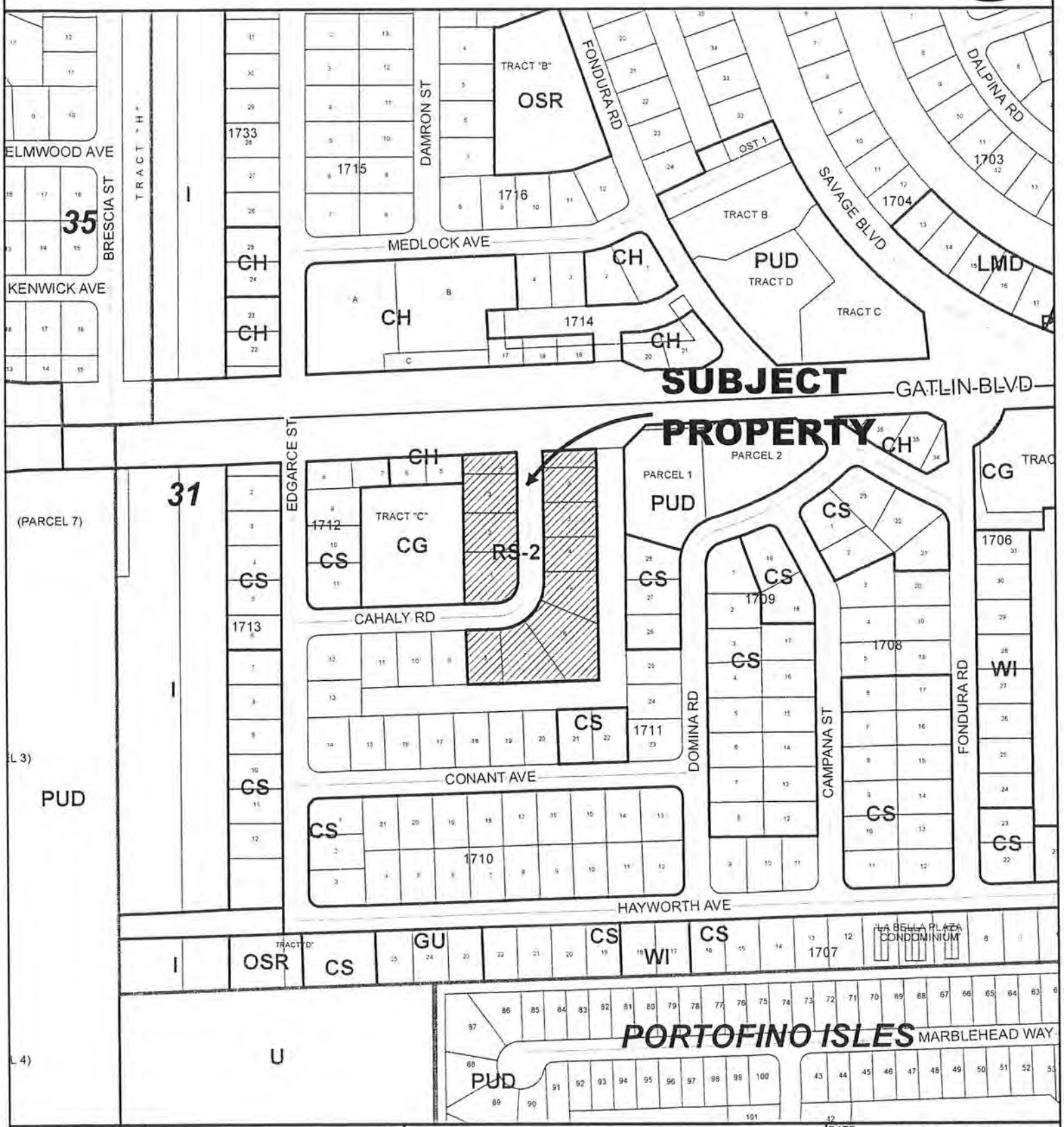
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4 AERIAL DATE 2014	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 USER: patricias SCALE: 1 in = 200 ft	

FUTURE LAND USE



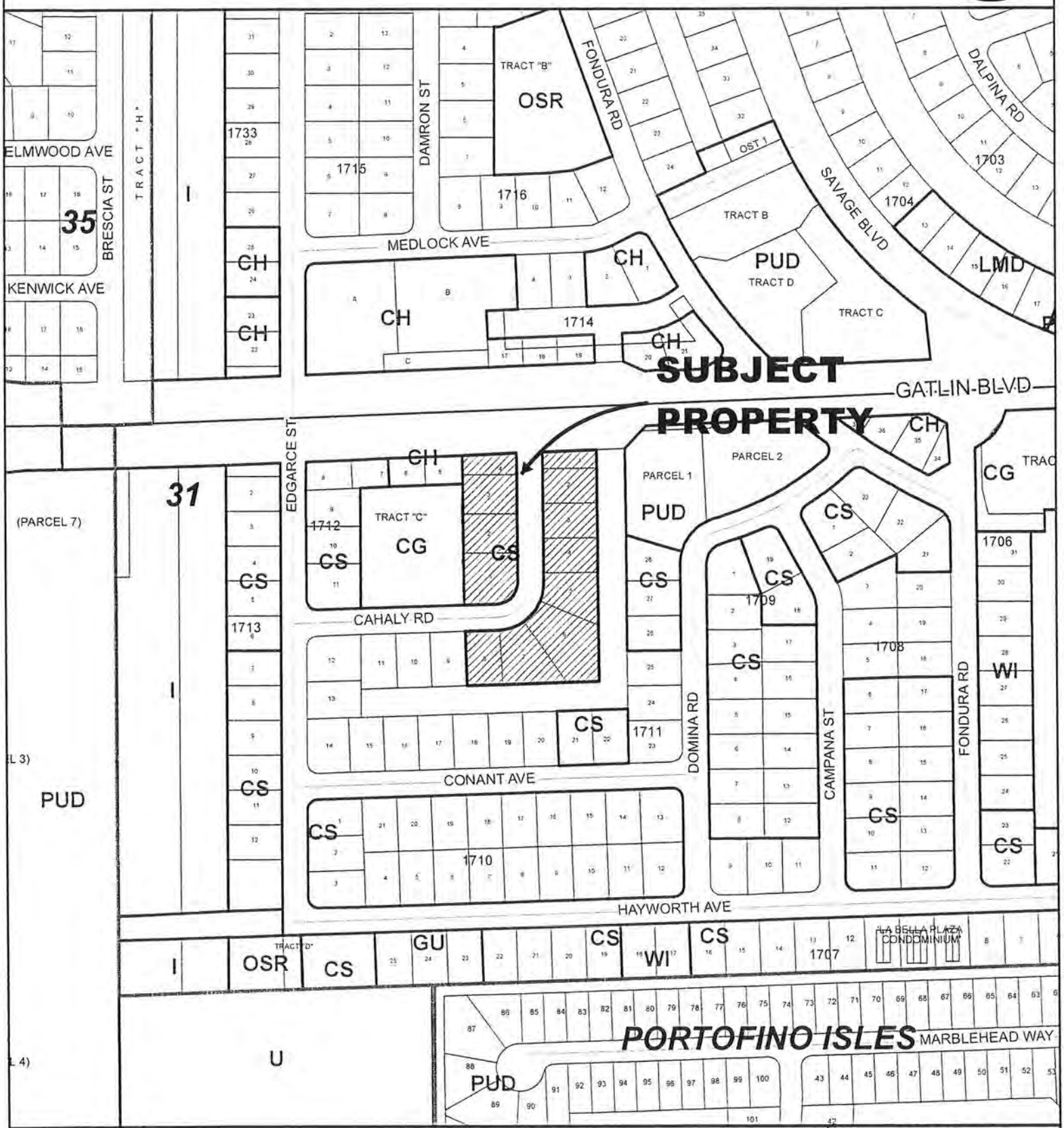
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 USER: patricias SCALE: 1 in = 300 ft

PROPOSED ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 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. P16-171
Fee (Nonrefundable)$ 2,232.60
Receipt # 115654

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: George Callas Holdings, LLC

Address: 3720 NE 209th Terrace, Aventura, FL 33180

Telephone No.: 305-932-7741 FAX No.:

RECEIVED
OCT 24 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

AGENT OF OWNER (if any)

Name: Bradley J Currie, Engineering Design & Construction, Inc.

Address: 469 NW Prima Vista Blvd., Port St. Lucie, FL 34983

Telephone No.: 772-340-4990 FAX No: N/A

PROPERTY INFORMATION

Legal Description: (Include Plat Book and Page) Lots 1, 2, 3, 4, 5, 6, 7 and 8 Block 1711 and Lots 1, 2, 3 and 4, Block 1712, Section 31

Parcel I.D. Number: See attached Justification Statement

Current Zoning: Single Family Residential

Proposed Zoning: CS

Future Land Use Designation: Current: CH/Proposed: CS Acreage of Property: 2.94 ac +/1

Reason for Rezoning Request:

The petitioner wishes to request a zoning change from Single Family Residential to Service Commercial which would allow for the property to be marketed as a commercial site.

*Signature of Owner | Bradley J. Currie Hand Print Name | 10/24/16 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.

G Callas Holdings LLC
[illegible] NE 209 Terrace
Aventura FL 33180

AGENT CONSENT FORM

Project Name: Callas CPA, Rezone & Site Plan Approval

Parcel ID: 3420-650-1142-000-0 and 3420-650-1182-000-2

BEFORE ME THIS DAY PERSONALLY APPEARED George Callas 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 26th day of September, 20 16, by George Callas (Name of Person Acknowledging) who is personally known to me or who has produced FL Driver License (type of identification) as identification and who did (did not) take an oath.

Mariangela Zavala
Notary Signature

Mariangela Zavala
Printed Name of Notary

MARIANGELA ZAVALA
Notary Public - State of Florida
My Comm. Expires Mar 5, 2017
Comm# [illegible]1251
Bonded Through National Notary Assn
(Notary Seal)

Mar 5, 2017
My commission expires

George Callas
Owner's Signature

GEORGE CALLAS
Owner's Name

3720 N.E. 209 TERR.
Street Address

AVENTURA FLORIDA 33180
City, State, Zip

305-932-7744
Telephone / Email
RENSKI41@GMAIL.COM.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3389884 OR BOOK 3127 PAGE 2594, Recorded 09/16/2009 at 06:37 PM
Doc Tax: $1575.00

Stewart Title of Martin County
1111 SE Fed Hwy. Ste 128
Stuart, Fla 2009-9-10

SPECIAL WARRANTY DEED

RANCO FORM 03

This Special Warranty Deed *Made the* 15th *day of* September *A. D.* 2009 *by* DARYL M. CARTER, as Trustee under land trust agreement dated 2-25-02 known as the CARTER-GATLIN LAND TRUST and Individually

hereinafter called the grantor, to

G. CALLAS HOLDINGS, LLC., a Florida Limited Liability Company

whose postoffice address is 3720 NE 209th Terrace
Aventura, Fl 33180

hereinafter called the 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)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

PARCEL 1: Lot 1, LESS the North 60.04 feet thereof; and all of Lot 2, Block 1711, PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, recorded in Plat Book 14, page 22, 22A through 22G, Public Records of St. Lucie County, Florida.

PARCEL 2: Lot 4, LESS the North 60.04 feet thereof, Block 1712, PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, recorded in Plat Book 14, page 22, 22A through 22G, Public Records of St. Lucie County, Florida.

Grantor certifies that said property is vacant and unimproved.

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

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

And *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.*

In Witness Whereof, *the said grantor has hereunto set* his *hand and seal the day and year first above written.*

Signed, sealed and delivered in our presence:

Patrick Chisholm

Preston Hage

DARYL M. CARTER, as Trustee and Individually (L.S.)

STATE OF FLORIDA,
COUNTY OF ORANGE

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, personally appeared Daryl M. Carter

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September A. D. 2009

JOAN M. FISHER
MY COMMISSION # DD 992642
EXPIRES: July 16, 2013
Bonded Thru Budget Notary Services

Notary Public Joan M. Fisher
My Commission expires: 07/16/2013

This Instrument prepared by:
Address: Roberta Walters for
Stewart Title of Martin County
1111 SE Federal Hwy. Ste. 128
Stuart, Fla. 34994

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233449 OR BOOK 3916 PAGE 879, Recorded 09/27/2016 11:48:32 AM Doc Ta
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of September, 20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA.
to wit: SECTION 31 BLK 1711 LOT 3

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley
Kellie M Begley
Witness

First Party George J Callas
Second Party George Callas

STATE OF : Florida
COUNTY OF : Miami Dade

On Sept 22 2016 before me, Kellie M Begley
personally appeared George J CALLAS / George Callas
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Kellie M Begley
Affiant ___ Known ___ Unknown ___
ID Produced FL DR LIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
BY SEP 27 2016
DATE

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233450 OR BOOK 3916 PAGE 880, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of Sept 2016, 20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA
to wit SECTION 31 BLK 1711 LOT 4

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley
Kellie M Begley
Witness

First Party
George J Callas
George Callas
Second Party

STATE OF : FLORIDA
COUNTY OF : MIAMI DADE

On Sept 22 2016 before me, Kellie M Begley,
personally appeared GEORGE J CALLAS / George CALLAS
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Kellie M Begley

Affiant ___ Known ___ Unknown
ID Produced FL DL LIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233443 OR BOOK 3916 PAGE 873, Recorded 09/27/2016 11:40:35 AM Doc Tx
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 23 day of September 20 16 , by first party CARMEN H REY
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party, G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE , State of FLORIDA ,
to wit: SECTION 31 BLK 1711 LOT 5

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Amanda Perez-Villarreal
Witness

Carmen H Rey
First Party

Amanda Perez-Villarreal
Witness

G Callas
Second Party

STATE OF : Florida
COUNTY OF : Miami-Dade

On September 23, 2016 before me, Victoria Corte ,
personally appeared Carmen H Rey ,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Victoria Corte

Affiant Known X Unknown
ID Produced
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
WHO IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
SEP 27 2016

VICTORIA CORTE
MY COMMISSION # FF 132088
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233451 OR BOOK 3916 PAGE 881, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of Sept 2016, 20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTIURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA.
to wit SECTION 31 BLK 1711 LOTS 6 AND 7

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley — First Party George J Callas

Witness Kellie M Begley — Second Party George Callas

STATE OF : FLORIDA
COUNTY OF : MIAMI DADE

On Sept 22, 2016 before me, Kellie M Begley personally appeared George J CALLAS / George CALLAS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Kellie M Begley
Affiant ___ Known ___ Unknown
ID Produced FL DR LIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233442 OR BOOK 3916 PAGE 872, Recorded 09/27/2016 11:40:35 AM Doc Tx
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 23 day of September, 20 16, by first party CARMEN H REY
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA
to wit: SECTION 31 BLK 1711 LOT 8

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Amanda Perez-Villamil
Witness

Carmen H Rey
First Party

Amanda Perez-Villamil
Witness

G Callas
Second Party

STATE OF : Florida
COUNTY OF : Miami-Dade

On September 23, 2016 before me, Victoria Corte
personally appeared Carmen H Rey
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Victoria Corte

Affiant ___ Known X Unknown
ID Produced
(Seal)

VICTORIA CORTE
MY COMMISSION # FF 132068
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
DATE SEP 23 2016

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233452 OR BOOK 3916 PAGE 882, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of Sept 2016, 20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA,
to wit: SECTION 31 BLK 1712 LOT 1

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley — First Party George J Callas

Witness Kellie M Begley — Second Party George Callas

STATE OF FL
COUNTY OF MIAMI DADE

On Sept 22, 2016 before me, Kellie M Begley, personally appeared George J Callas / George Callas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Kellie M Begley

Affiant ___ Known ___ Unknown
ID Produced FL DR LIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
By: Deputy Clerk
Date: SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233444 OR BOOK 3916 PAGE 874, Recorded 09/27/2016 11:40:35 AM Doc Ta $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 23 day of September, 20 16, by first party CARMEN H REY
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUC, State of FLORIDA,
to wit: SECTION 31 BLK 1712 LOT 2

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written

Signed, sealed and delivered in presence of

Amanda Rey-Villamil
Witness

Carmen H Rey
First Party

Amanda Rey-Villamil
Witness

G Callas
Second Party

STATE OF : Florida
COUNTY OF : Miami-Dade

On September 23, 2016 before me, Victoria Corte, personally appeared Carmen H Rey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Victoria Corte
Affiant ___ Known X Unknown ___
ID Produced ___
(Seal)

VICTORIA CORTE
MY COMMISSION # FF 132068
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
SEP 27 2016

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233453 OR BOOK 3916 PAGE 883, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this ___ day of _____, 20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA,
to wit: SECTION 31 BLK 1712 LOT 3

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written

Signed, sealed and delivered in presence of:

Witness Kellie M Begley — First Party George J Callas

Witness Kellie M Begley — Second Party George Callas

STATE OF FL
COUNTY OF MIAMI DADE

On Sept 22 2016 before me, Kellie M Begley, personally appeared George J. Callas / George Callas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Kellie M Begley
Affiant ___ Known ___ Unknown ___
ID Produced FL DR LIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22
Commission No. FF 903726

ENGINEERS SURVEYORS

RECEIVED
NOV 02 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

LETTER OF JUSTIFICATION

Callas Rezone Application
October 24, 2016

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting approval of a rezone application for a project to be known as Callas Rezone. The subject properties include ten (10) parcel ID's / 12 lots totaling 2.94 acres +/- as noted in the below table. The petitioner wishes to market these parcels as one site with a zoning designation of Service Commercial (CS). The property is generally located on the south side of SW Gatlin Boulevard. SW Cahaly Road runs north and south between said subject parcels. The petitioner also submitted an application for the approval of a comprehensive plan amendment in September 2016 for Parcel ID's 4-10 noted in the below table. The comprehensive plan amendment is scheduled for the P & Z Public Meeting on November 1, 2016.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is located on the south side of SW Gatlin Boulevard. SW Cahaly Road runs north and south between the subject parcels.

The subject property is comprised of approximately 2.94 acres and is currently undeveloped. The property associated with this request are outlined in the below table:

	Parcel ID	Address	Acreage	Lot / Block	Existing Zoning	Proposed Zoning
1	3420-650-1149-000-9	2757 SW Cahaly Road	0.23	8 / 1711	SFR	CS
2	3420-650-1147-000-5	2741 SW Cahaly Road	0.67	6&7 / 1711	SFR	CS
3	3420-650-1146-000-8	2733 SW Cahaly Road	0.26	5 / 1711	SFR	CS
4	3420-650-1145-000-1	2725 SW Cahaly Road	0.23	4 / 1711	SFR	CS
5	3420-650-1144-000-4	2717 SW Cahaly Road	0.23	3 / 1711	SFR	CS
6	3420-650-1179-000-8	2138 SW Cahaly Road	0.32	1 / 1712	SFR	CS
7	3420-650-1180-000-8	2126 SW Cahaly Road	0.26	2 / 1712	SFR	CS
8	3420-650-1181-000-5	2114 SW Cahaly Road	0.26	3 / 1712	SFR	CS
9	3420-650-1142-000-0	2112 SW Gatlin Blvd.	0.34	1&2 / 1711	SFR	CS
10	3420-650-1182-000-2	2102 SW Cahaly Road	0.14	4 / 1712	SFR	CS
			2.94		ac +/-	

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

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

The subject properties have an existing zoning designation of Single Family Residential. The applicant is requesting a change from the existing zoning to Service Commercial (CS).

In addition to the above applications, the petitioners is proposing the abandonment of a portion of SW Cahaly Road which currently runs through the subject properties and dead ends prior to connection with Gatlin Boulevard.

To the north of the subject property lies the 200 foot Right of Way for SW Gatlin Boulevard, a City roadway. North of SW Gatlin Boulevard lies developed commercial parcels with a current use of gasoline sales and oil changing quick lube. These parcels have a future land use designation of Commercial Highway and an underlying zoning category of Single Family Residential.

To the west of the subject property is a parcel owned by T & P Investment, LLC. The property is currently developed as a self-storage facility. The future land use designation of this property is Commercial General and it is located in the General Commercial zoning district.

West of the southernmost subject parcels lies vacant commercial parcels with a future land use designation of Commercial Service and an underlying zoning category of Single Family Residential.

To the south of the subject property is a 65 foot drainage Right of Way owned by the City of Port St. Lucie followed by undeveloped properties. The southern properties have a future land use designation of Commercial Service and it is located in the Single Family Residential zoning district.

To the east of the subject property is a 65 foot drainage Right of Way owned by the City of Port St. Lucie followed by vacant commercial parcels. The northeastern most parcel has a future land use designation of Commercial General with an underlying zoning designation of Planned Unit Development. The balance of the eastern parcels have a future land use designation of Commercial Service and an underlying zoning designation of Service Commercial.

Based on the above and attached information, the applicant respectfully request approval of the proposed applications.

S:_Project Files\16-138 - Newman - Gatlin Self Storage\EDC Documents\Submittal Documents\Justification Statement\2016-10-24_Callas_Rezone_Justification_Statement_15-132.doc

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, December 20, 2016 12:32 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 2074_001.pdf

Hi John –
See attached. I do have a few minor corrections and (hopefully) self-explanatory questions.
Please review and let me know if you need any clarification.
Once these changes are made, all is approved.
Thank you and hope you have a wonderful holiday if I don't speak with you sooner.
Tom

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 |3348
www.nasonyeager.com

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is
not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error,
please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Friday, December 16, 2016 2:41 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

Hope everything is going well. I have a bunch (6) of ordinances that I need you to review for me. I am planning on putting all these applications on the January 9, 2017 CC agenda. These ordinances are for the following projects, which were just reviewed at P&Z last week:

P16-010 City of PSL/Crosstown Pkwy Janette Ave CPA,
P16-011 City of PSL/Crosstown Pkwy Janette Ave Rezoning ,
P16-012 City of PSL/Crosstown Pkwy Empire St CPA,
P16-013 City of PSL/Crosstown Pkwy Empire St Rezoning,
P16-138 Arcco of St Lucie PUD Amendment, and
P16-171 George Callas Holding Rezoning.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Date: **January 9, 2017**
and Quasi-Judicial Hearing on:
January 23, 2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

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

Agenda Item: Ordinance: 17-06 St. Lucie Medical Park – Small Scale Comprehensive Plan Amendment (P16-185)

Submittal Date: 12/15/2016

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

BACKGROUND: This is a small scale comprehensive plan amendment application to change 1.0339 acres from OSC (Open Space Conservation) to ROI (Residential Office Institutional), and 0.888 acres of ROI (Residential/Office/Institutional) to OSC (Open Space Conservation) as shown on the attached exhibits of the ordinance. The City processed a comprehensive plan amendment and rezoning in the year 2000 for 9.97 acres of property located at the northeast corner of Village Green Drive and Tiffany Avenue. The property was subsequently subdivided by the City in order to convey the 9.97 acres to HCA. The plat of the property was different from the legal descriptions associated with the comprehensive plan amendment and rezoning. HCA has submitted a site plan amendment for an additional 75,000 sq. ft. medical office building on the site. During the review of the site plan staff discovered the discrepancy between the parcel boundary and the Future Land Use designations.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance has been approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 23, 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 unanimously recommended approval of this small scale comprehensive plan amendment on December 6, 2016 with 5 board members voting in favor and 1 abstaining.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 1/9/2017 and 1/23/2017

LOCATION OF PROJECT: This property is located on the east side of SE Village Green Drive and north of SE Tiffany Avenue.

ATTACHMENTS: Ordinance, staff report, maps and application.

PT/TK

ORDINANCE 17-06

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR ST. LUCIE MEDICAL PARK (P16-185) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF ROI (RESIDENTIAL/OFFICE/INSTITUTIONAL) AND OSC (OPEN SPACE CONSERVATION) FOR PROPERTY LEGALLY DESCRIBED AS PORTIONS OF TRACT 1 AND TRACT 2, 1ST REPLAT OF TRACT G-5, LOCATED ON THE EAST SIDE OF SE VILLAGE GREEN DRIVE AND NORTH OF SE TIFFANY AVENUE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 00-122, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from Bradley J. Currie of Engineering Design and Construction, Inc., the agent for the owners, HCA Realty, Inc., and City of Port St. Lucie, (P16-185) for property legally described as shown on the attached Exhibit "A", for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to amend the boundaries of the existing future land use designation of OSC (Open Space Conservation) and ROI (Residential Office Institutional) affecting approximately 1.92 aces; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-185) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on January 23, 2017 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-185) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to change 1.0339 acres from OSC (Open Space Conservation) to ROI (Residential Office Institutional), and 0.888 acres of ROI (Residential/Office/Institutional) to OSC (Open Space Conservation) as shown on the attached Exhibit "B".

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or

ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of January, 2017.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

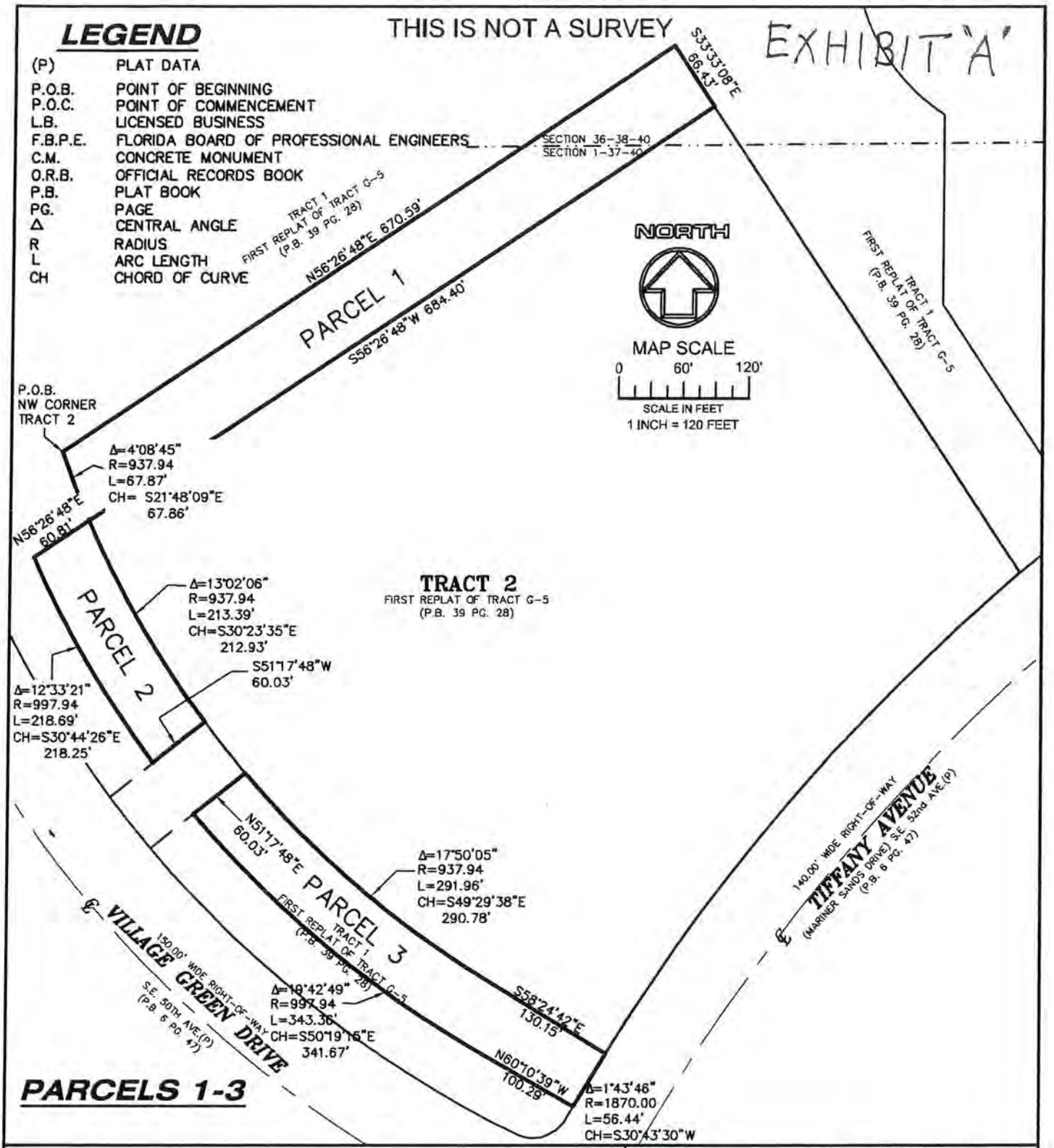
_____
O. Reginald Osenton, City Attorney

LEGEND

(P)	PLAT DATA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
L.B.	LICENSED BUSINESS
F.B.P.E.	FLORIDA BOARD OF PROFESSIONAL ENGINEERS
C.M.	CONCRETE MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CH	CHORD OF CURVE

THIS IS NOT A SURVEY

EXHIBIT "A"



PARCELS 1-3

SKETCH AND DESCRIPTION
ST. LUCIE MEDICAL PARK

PREPARED FOR:

CITY OF PORT SAINT 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
469 NW PRIMA VISTA BLVD.
PORT SAINT LUCIE, FL 34983
772-340-4990

F.B.P.E. CERTIFICATE OF AUTHORIZATION 5935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

JOB No. : 16-225 DATE: 12/05/2016
SCALE : AS SHOWN DRAWN BY: RAH CHECKED BY: MTO CADD FILE : 16-225 SKäD.dwg

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (PARCEL 1)
Being a parcel of land lying in Section 36, Township 36 South, Range 40 East and Section 1, Township 37 South, Range 40 East, Saint Lucie County, Florida, said parcel also being a portion of Tract 2, "FIRST REPLAT OF TRACT G-5", according to the plat thereof, as recorded in Plat Book 39 at page 28 of the Public Records of said Saint Lucie County being more particularly described as follows:

Beginning at the Northwest corner of said Tract 2, thence N 56°26'48" E along the North line of said Tract 2, a distance of 670.59 feet to the Northeast corner of said Tract 2; thence S 33°33'08" E along the East line of said Tract 2, a distance of 66.43 feet; thence depart said East line S 56°26'48" W, a distance of 684.40 feet to a point on a non tangent curve to the right on the West line of said Tract 2, of which the radius point lies N 66°07'28" E, a radial distance of 937.94 feet; thence Northerly along the arc of said curve and said West line, through a central angle of 04°08'45", a distance of 67.87 feet to the POINT OF BEGINNING.

The Above described parcel containing 45,035.98 square feet or 1.034 acres, more or less.

LEGAL DESCRIPTION: (PARCEL 2)
Being a parcel of land lying in Section 1, Township 37 South, Range 40 East, Saint Lucie County, Florida, said parcel also being a portion of Tract 1, "FIRST REPLAT OF TRACT G-5", according to the plat thereof, as recorded in Plat Book 39 at page 28 of the Public Records of said Saint Lucie County being more particularly described as follows:

Commencing at the Northwest corner of Tract 2, "FIRST REPLAT OF TRACT G-5", said point being a point on a non-tangent curve to the left, of which the radius point lies N 70°16'13" E, a radial distance of 937.94 feet; thence Southerly along the arc of said curve and the West line of said Tract 2, through a central angle of 04°08'45", a distance of 67.87 feet to the POINT OF BEGINNING; thence continue Southeasterly along the arc of said curve and West line of said Tract 2 through a central angle of 13°02'06", a distance of 213.39 feet; thence depart said West line S 51°17'48" W, a distance of 60.03 feet to point a on a non tangent curve to the right, of which the radius point lies N 52°58'54" E, a radial distance of 997.94 feet; thence Northwesterly along the arc of said curve, through a central angle of 12°33'21", a distance of 218.69 feet; thence N 56°26'48" E, a distance of 60.81 feet to the POINT OF BEGINNING.

The Above described parcel containing 12,962.17 square feet or 0.298 acres, more or less.

LEGAL DESCRIPTION: (PARCEL 3)
Being a parcel of land lying in Section 1, Township 37 South, Range 40 East, Saint Lucie County, Florida, said parcel also being a portion of Tract 1, "FIRST REPLAT OF TRACT G-5", according to the plat thereof, as recorded in Plat Book 39 at page 28 of the Public Records of said Saint Lucie County being more particularly described as follows:

Commencing at the Northwest corner of Tract 2, "FIRST REPLAT OF TRACT G-5", said point being a point on a non-tangent curve to the left, of which the radius point lies N 70°16'13" E, a radial distance of 937.94 feet; thence Southeasterly along the arc of said curve and along the West line of said Tract 2, through a central angle of 20°50'49", a distance of 341.27 feet to the POINT OF BEGINNING; thence continue along the West line of said Tract 2, Southeasterly along the arc of said curve through a central angle of 17°50'05", a distance of 291.96 feet; thence S 58°24'42" E, a distance of 130.15 feet to the Westerly right-of-way line of Tiffany Avenue as recorded in Plat Book 6 at page 47 of said Public Records and a point on a non tangent curve to the left, of which the radius point lies S 58°24'37" E, a radial distance of 1,870.00 feet; thence Southwesterly along the arc of said curve and said Westerly right-of-way line, through a central angle of 01°43'46", a distance of 56.44 feet; thence depart said Westerly right-of-way line N 60°10'39" W, a distance of 100.29 feet to the beginning of a curve to the right having a radius of 997.94 feet and a central angle of 19°42'49"; thence Northwesterly along the arc of said curve a distance of 343.36 feet; thence N 51°17'48" E, a distance of 60.03 feet to the POINT OF BEGINNING.

The Above described parcel containing 25,757.33 square feet or 0.591 acres, more or less.

NOTE:
NOT VALID WITHOUT SKETCH SHEETS 3 THROUGH 8.

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5556

DATE:

SKETCH AND DESCRIPTION
ST. LUCIE MEDICAL PARK

PREPARED FOR:
CITY OF PORT SAINT LUCIE, FLORIDA

ENGINEERS & SURVEYORS
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
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772-340-4990

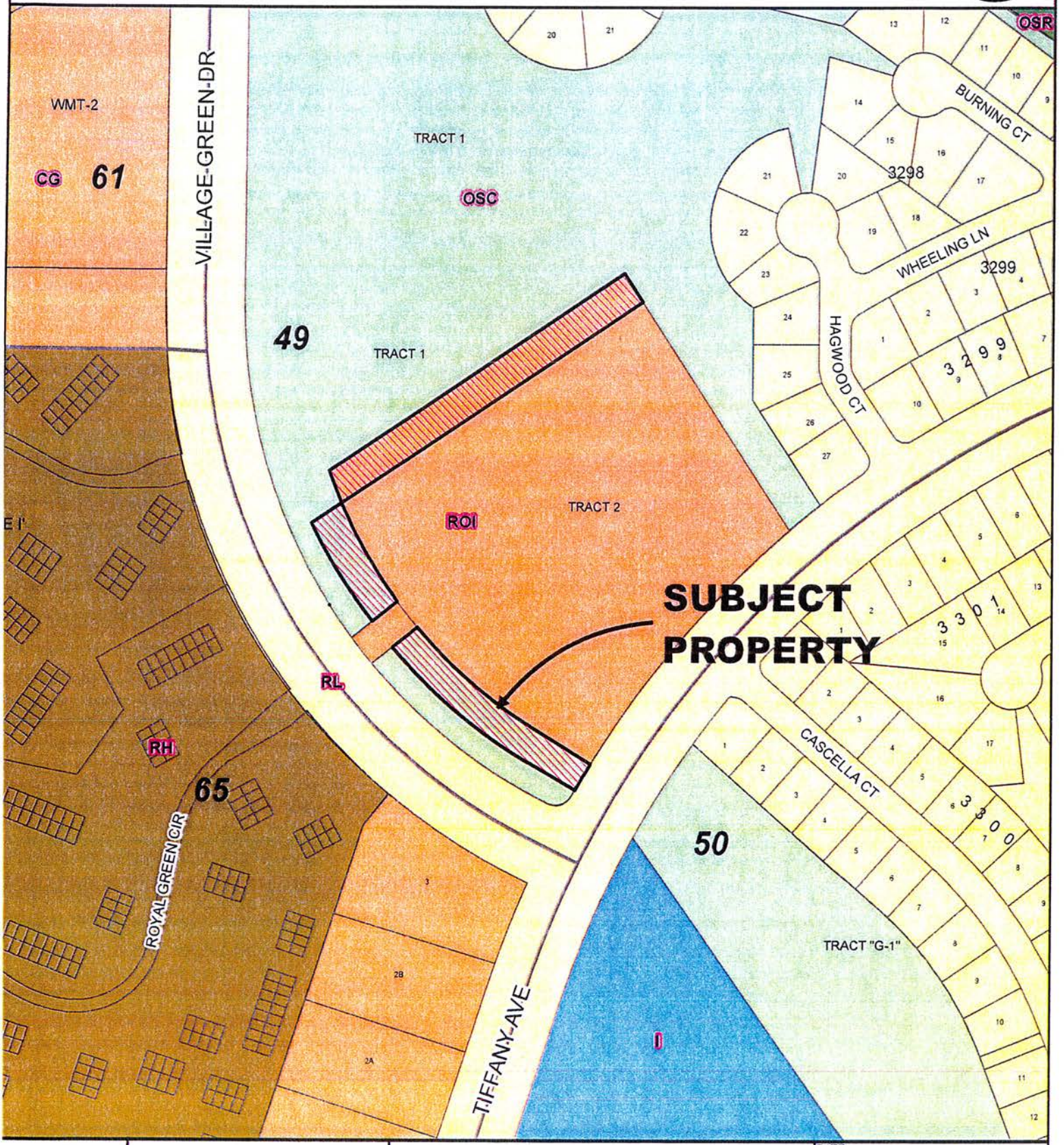
REVISIONS

JOB No. : 16-225 DATE: 12/05/2016
SCALE : AS SHOWN DRAWN BY: RAH CHECKED BY: MTO CADD FILE : 16-225 SK&D.dwg

EXHIBIT "B"

PROPOSED LAND USE

COMMERCIAL GENERAL
INSTUTIONAL
LOW DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
RECREATION OPEN SPACE
CONSERVATION OPEN SPACE
RESIDENTIAL - OFFICE - INSTUTIONAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/9/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 248 ft	

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

TO: **PLANNING & ZONING BOARD - MEETING OF DECEMBER 6, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **ST. LUCIE MEDICAL PARK**
COMPREHENSIVE PLAN AMENDMENT APPLICATION-SMALL SCALE
PROJECT NO. P16-185

DATE: **NOVEMBER 29, 2016**

PROPOSED PROJECT: This application is to make consistent the boundaries of the future land use designations of OSC (Open Space Conservation) and ROI (Residential Office Institutional) with the property that was deeded to HCA in 2001. The comprehensive plan amendment is to change 1.0339 acres from OSC (Open Space Conservation) to ROI (Residential Office Institutional), and 0.888 acres of ROI (Residential/Office/Institutional) to OSC (Open Space Conservation) as shown on the attached Exhibit "A" of the draft ordinance.

APPLICANT HCA Realty, Inc.

OWNERS: HCA Realty, Inc. and City of Port St. Lucie

LOCATION: The property is located on the east side of SE Village Green Drive and north of SE Tiffany Avenue.

LEGAL DESCRIPTION: Portions of Tract 1 and Tract 2, 1st replat of Tract G-5.

SIZE: 1.92 acres.

EXISTING USE: Vacant land. There is an existing medical office building located on the 9.97 acre overall parcel owned by HCA.

EXISTING ZONING: I with a SEU for a clinic (Institutional/Special Exception Use) and RS-2 (Single Family Residential).

EXISTING AND PROPOSED FUTURE LAND USES:

Parcel #:	Area	Owner	Existing FLU	Proposed FLU
1	1.0339 acres	HCA Realty, Inc.	OSC	ROI
2	0.297 acres	City of PSL	ROI	OSC
3	0.591 acres	City of PSL	ROI	OSC

SURROUNDING FUTURE LAND USES, ZONING AND EXISTING USES:

Direction	Future Land Use	Zoning	Existing Use
N	OSC	RS-2	Drainage easement
S	OSC, RL	RS-2, OSC, I	Tiffany Ave. and beyond that houses, drainage easement, St. Lucie Hospital
E	RL, OSC	RS-2,	Drainage easement, houses
W	OSC, RH, CG	RS-2, RM-15, CG	Drainage easement, Village Green Dr. and beyond that Midport Place II condo, medical office

---

IMPACTS AND FINDINGS:

In 2001, Ordinance 00-122 approved the Comprehensive Plan Amendment for a 9.97 acre parcel to allow for the development of medical offices associated with St. Lucie Medical Center. The legal and sketch associated with this Ordinance does not match the property boundary that was later deeded to HCA.

HISTORY: Per Ordinance 00-122, a comprehensive plan amendment from OSC (Open Space Conservation) to ROI (Residential Office Institutional) for 9.97 acres of City property was approved for land swap by the City and HCA.

Parcel #:	Area	Owner	Existing FLU	Proposed FLU
1	1.0339 acres	HCA Realty, Inc.	OSC	ROI
2	0.297 acres	City of PSL	ROI	OSC
3	0.591 acres	City of PSL	ROI	OSC
Total area	1.92 acres			

The proposed land use change will result in an increase of 0.15 acres (6534 sq. ft.) of ROI (1.0339-0.888=0.15 acres).

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service for this project. A breakdown of the potable water and wastewater demand for the existing land use is as follows:

	Water Calculations for proposed future land use (ROI)				
Land Use	Area in sq. ft.	Potable Water Rate (gpd/1000 sf)	Projected Water (gpd)	Wastewater Rate (gpd/1,000 sf)	Projected Wastewater (gpd)
ROI	2614	120	313	102	266

The proposed comprehensive plan amendment will result in an increase in water and wastewater demand.

Transportation: The proposed application increase traffic trips slightly as a result of this request.

Traffic Analysis for proposed land use (ROI)						
Land Use Code	Land Use	Intensity	Trip Generation Calculation	A.M. Peak Hour	Trip Generation Calculation	P.M. Peak Hour
720	Medical Office	2,614	Average Rate = 3.49(X) + 5.25	14	Average Rate = 4.43 (X) + 0.48	12

The proposed comprehensive plan amendment will result in an increase of 14 am peak hour trips and 12 pm peak hour trips.

Schools/Recreation: No new residential land use is proposed by this land use amendment application. Therefore, the proposed land use amendment will not impact the St. Lucie County School District or the recreational requirements of the City of Port St. Lucie.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards.

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

Environmental – Wetlands and Existing Vegetation: An environmental assessment has not been included as part of this application.

Flood Zone: This parcel is located in Panel Number 12111C0260J, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The proposed development is supported by the St. Lucie County Fire District (SLCFD). Specifically, the site is served by SLCFD station #12 located at 1850 SW Walton Road. The applicable station is located 3 miles away.

Compatibility Analysis: The request is for the adjustment of 1.92 acres (1.0339 acres to ROI and 0.888 acres to OSC) of HCA property and is consistent with the Comprehensive Plan.

Justification/Mitigation: The requested land use change is justified and supported by the Comprehensive Plan and is for an appropriate use.

STAFF RECOMMENDATION:

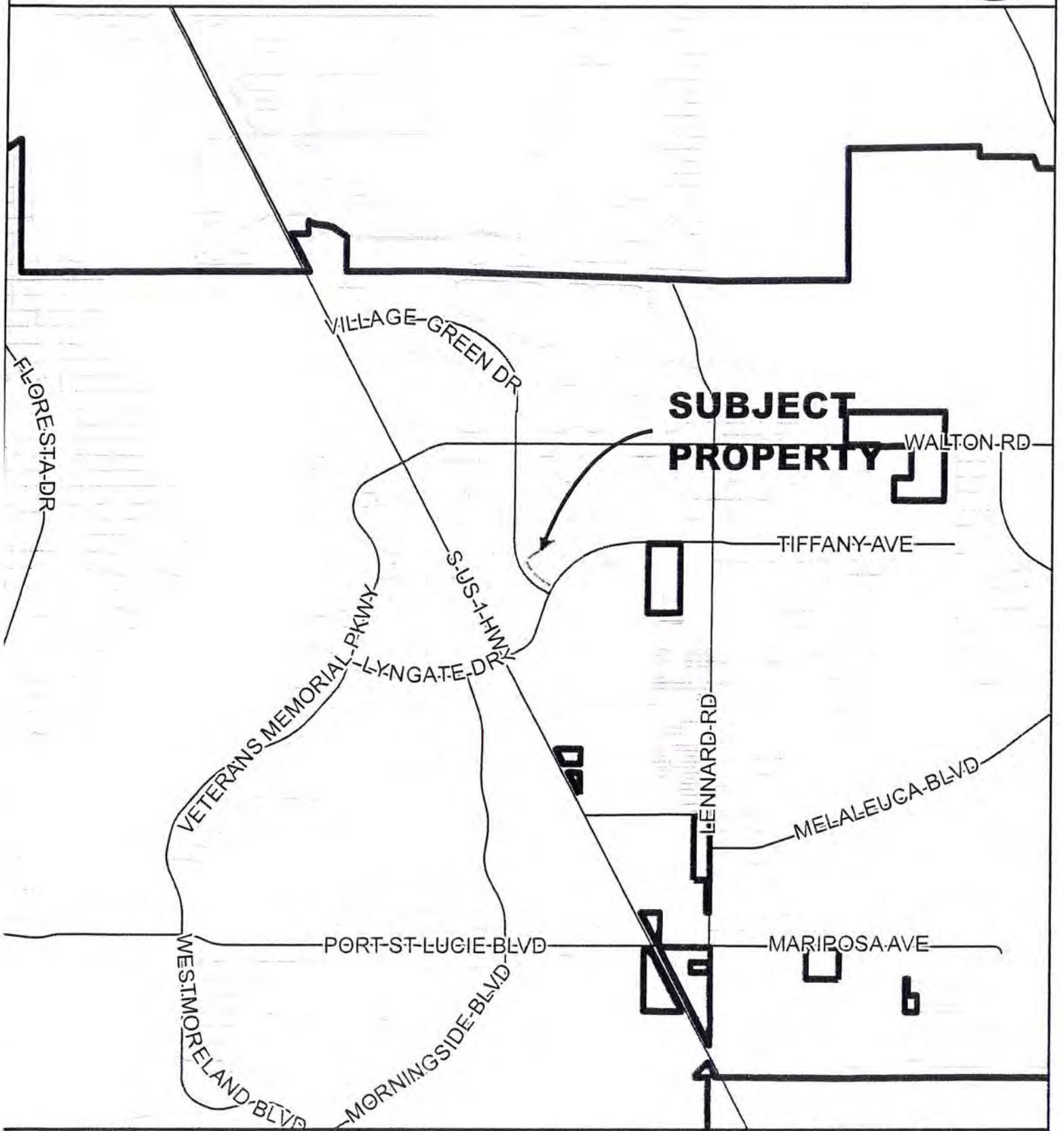
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

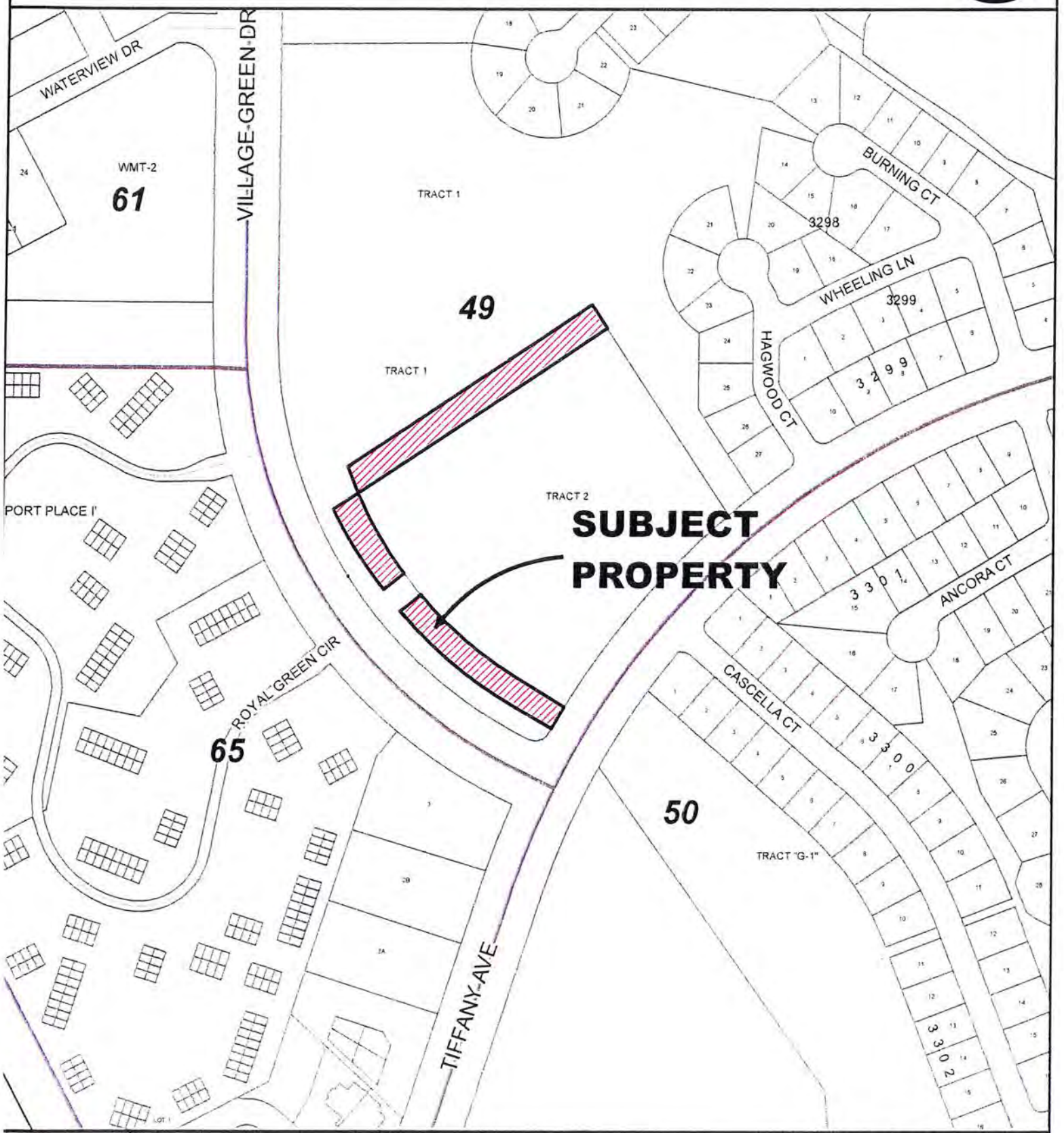
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



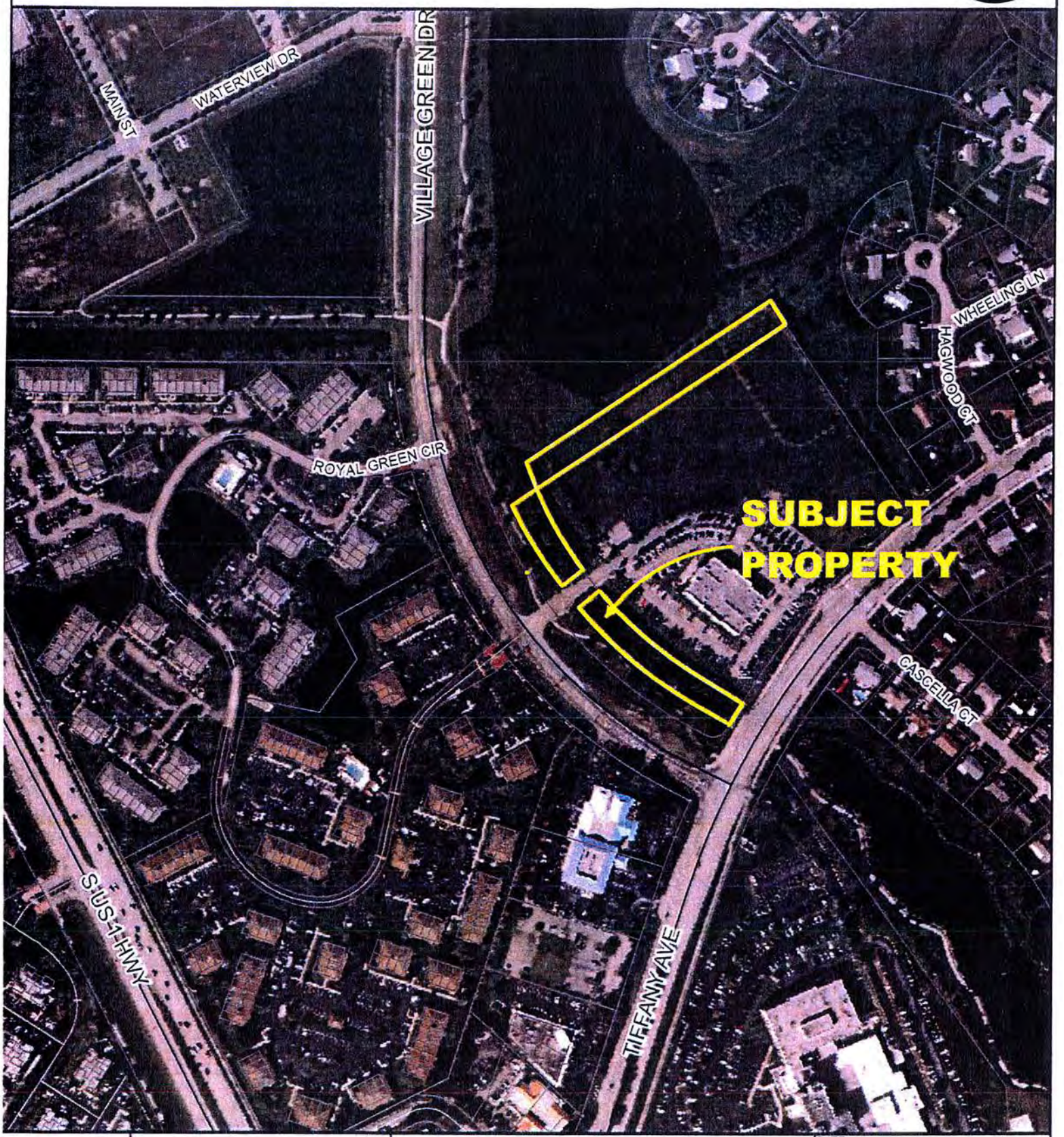
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/8/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 0.5 miles	

GENERAL LOCATION



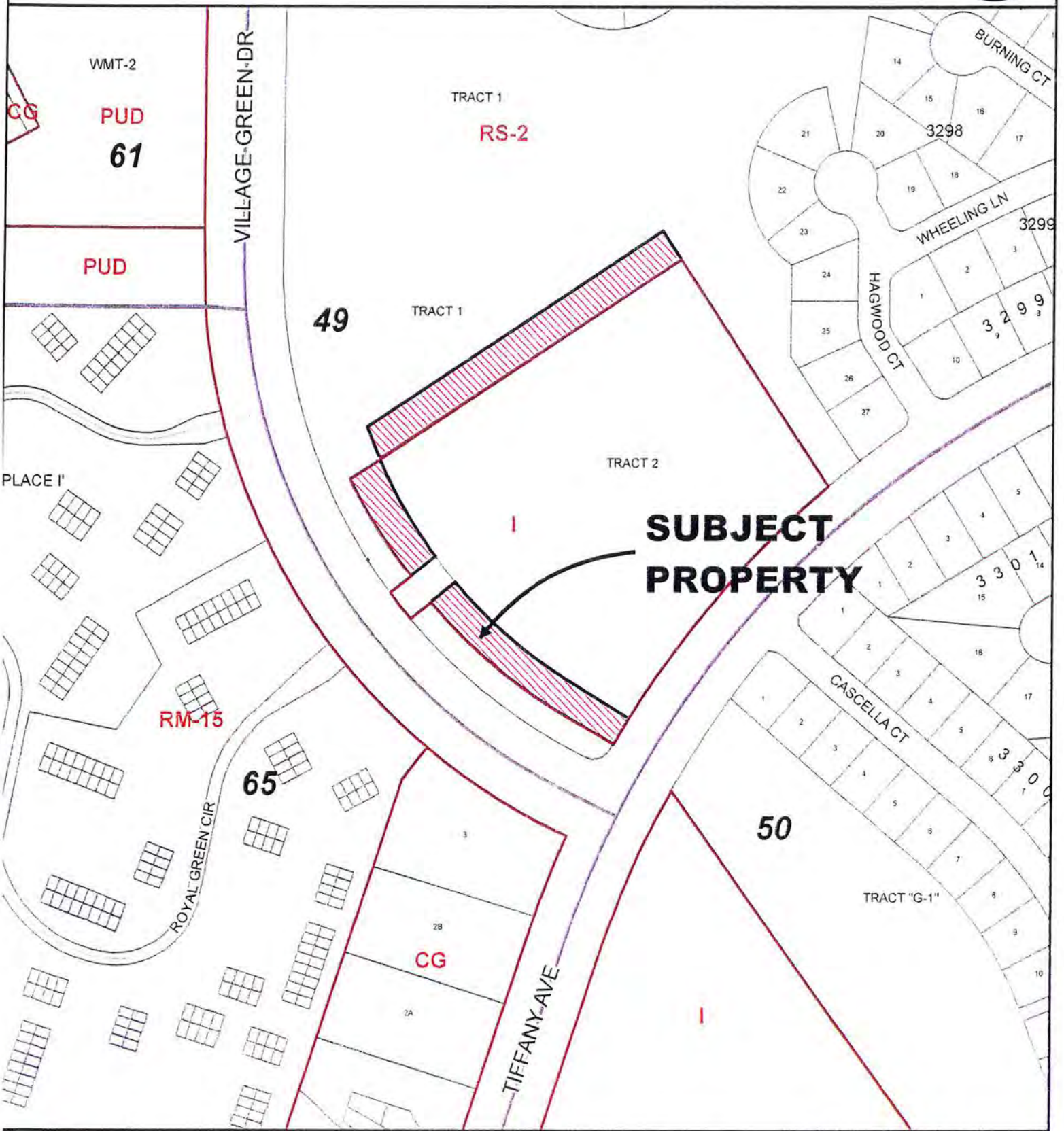
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/8/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 300 ft	

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5 AERIAL DATE 2014	DATE: 11/8/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 300 ft	

EXISTING ZONING



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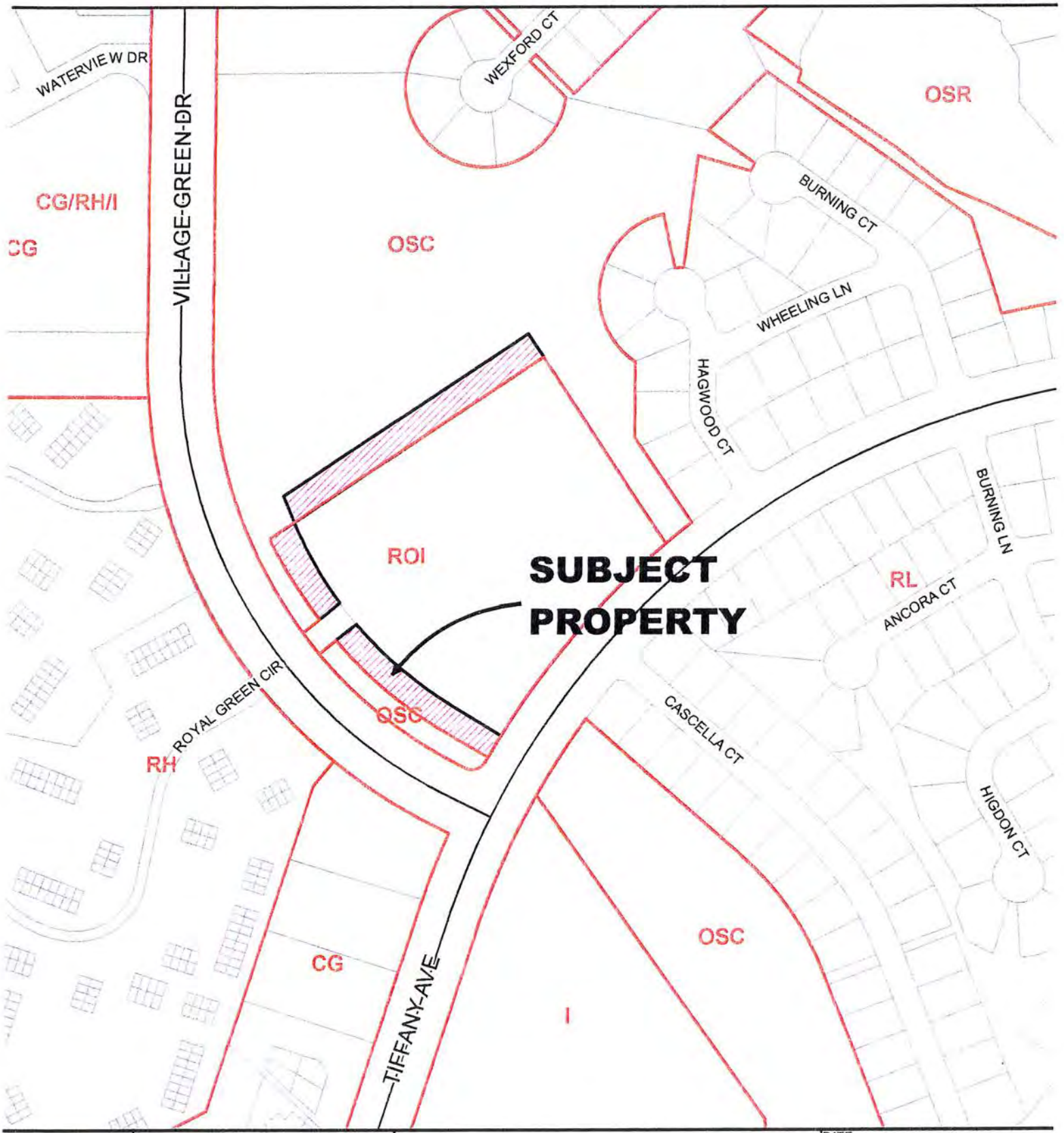
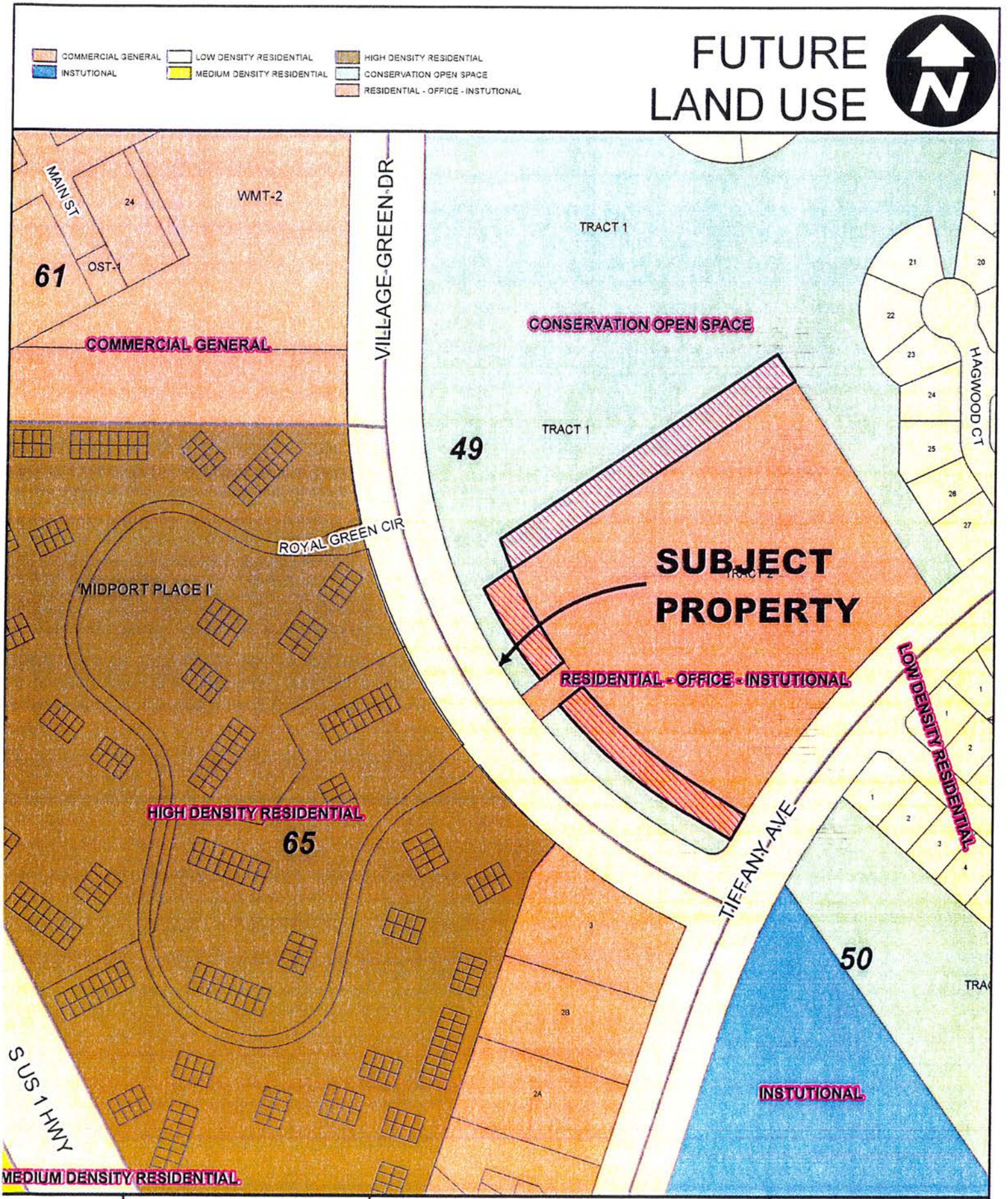
FUTURE LAND USE

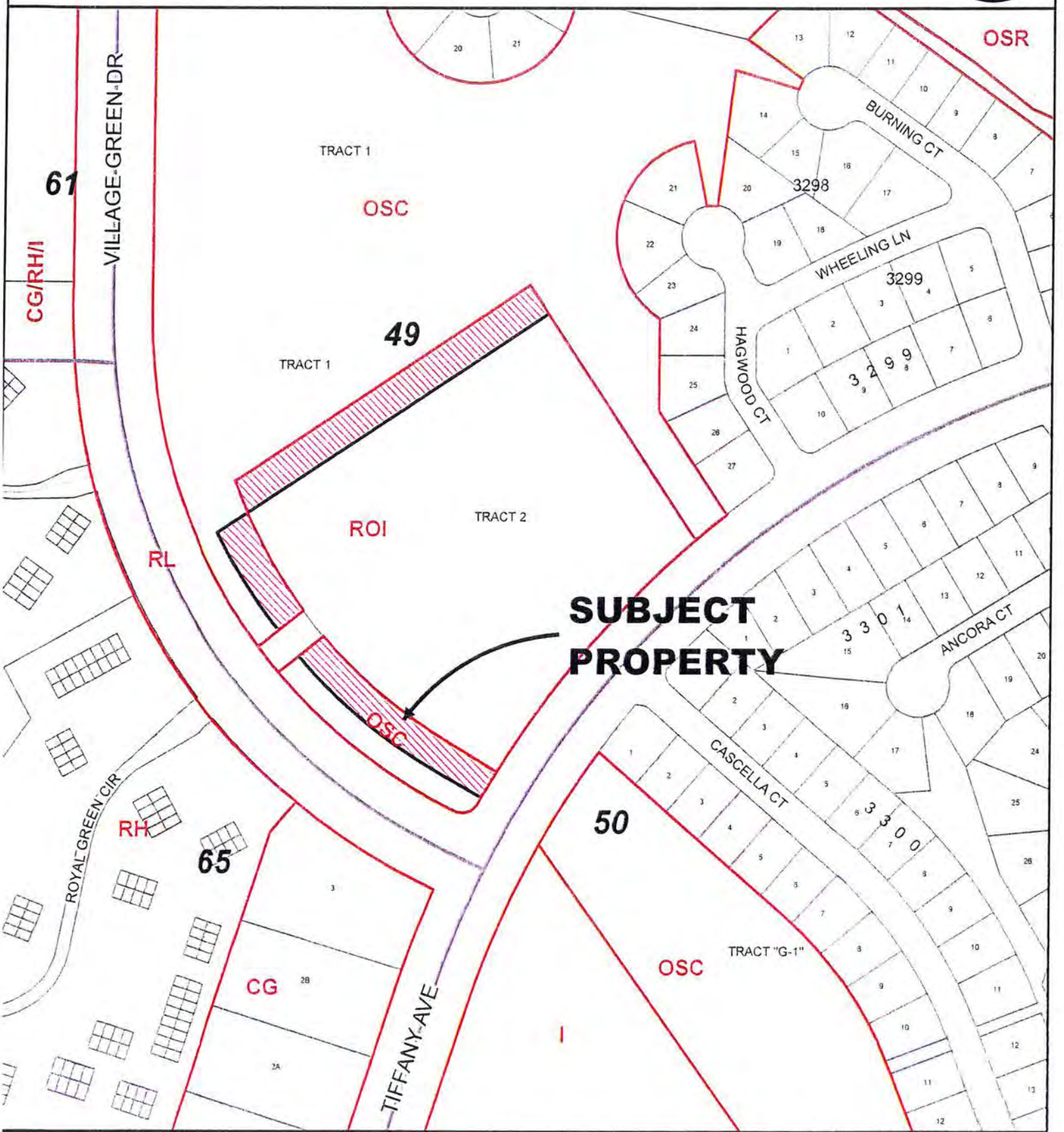


CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK	DATE: 11/8/2016 APPLICATION NUMBER: P16-185 USER: mkohler	



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/9/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 248 ft

PROPOSED LAND USE



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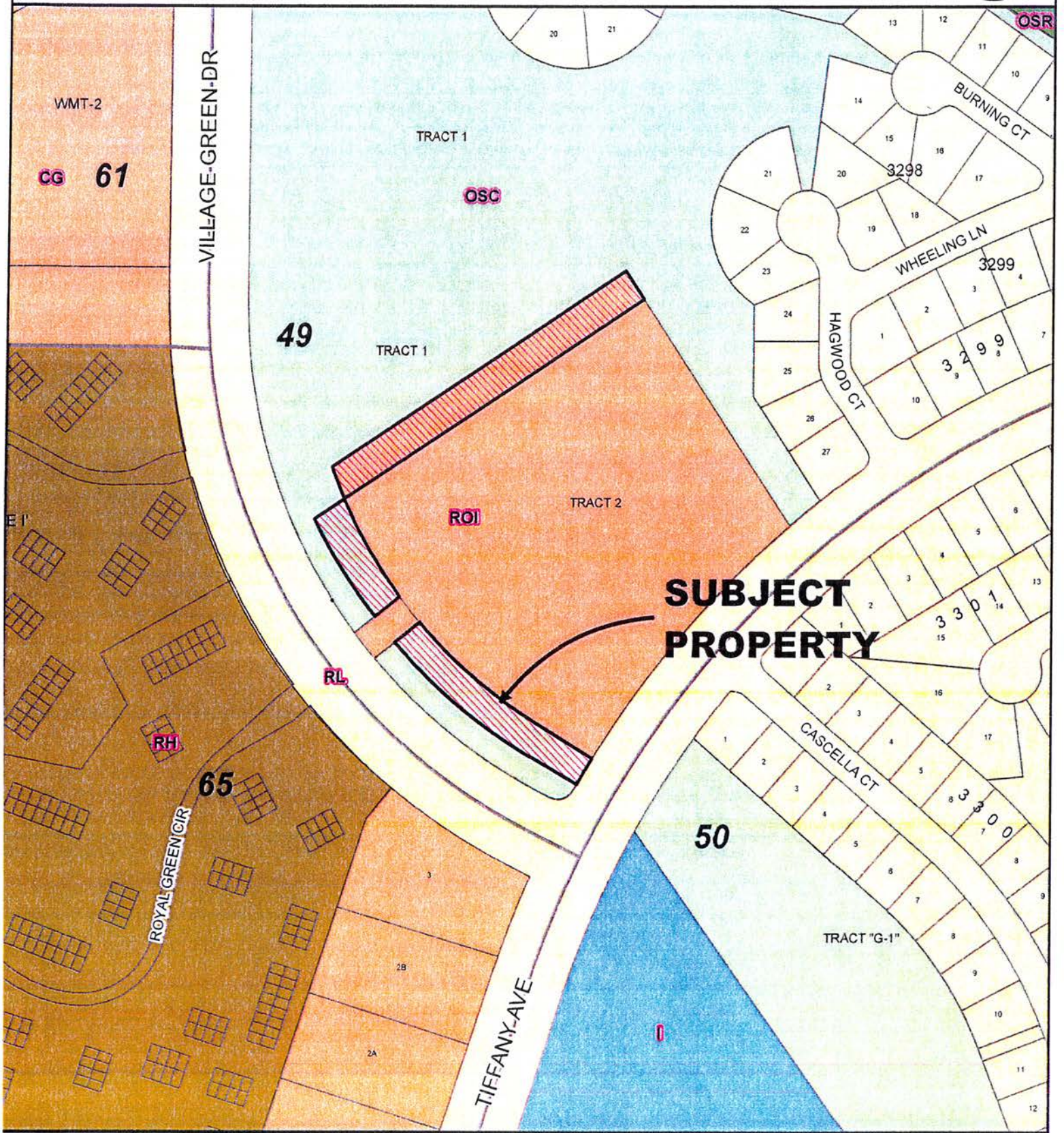
RESIDENTIAL - OFFICE - INSTUTIONAL



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APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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 P16-185
Fee (Nonrefundable)$ -0-
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 advertising for 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: bradcurrie@edc-inc.com

PROPERTY OWNER

Name: HCA Realty, Inc.
Address: 2501 Park Plaza
Nashville, TN 37203
Telephone No.: 615-344-9551 Fax No.:

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Nicholoas Paul
Address: Same as above
Telephone No.: Fax No.: N/A

AGENT OF OWNER (if any)

Name: Bradley J. Currie, Engineering Design & Construction, Inc.
Address: 469 NW Prima Vista Blvd.
Port St. Lucie, FL 34983
Telephone No.: 772-340-4990 Fax No.: N/A

RECEIVED
OCT 3 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST LUCIE

PROPERTY INFORMATION

Boundary Description (attach map) See attached Letter of Justification.
Property Tax I.D. Number 3420-746-0002-000-4 / 3420-746-0001-000-7
Current Land Use OSC / ROI
Proposed Land Use ROI / OSC
Current Zoning SFR / INSTITUTIONAL
Acreage of Property See Letter of Justification attached.

Reason for Comprehensive Plan Amendment:
THIS REQUEST IS TO CORRECT A PRIOR APPROVAL IN WHICH THE LEGAL AND SKETCH WHICH WERE INCLUDED AS PART OF THE CPA APPLICATION REFLECTED INCORRECT PROPERTY BOUNDARIES.

*Signature of Owner

Bradley J. Currie
Bradley J. Currie
Hand Print Name

10/31/16
Date

*If signature is not that of 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.

ENGINEERS & SURVEYORS

RECEIVED
OCT 31 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

LETTER OF JUSTIFICATION
St. Lucie Medical Park
Comprehensive Plan Amendment
October 31, 2016

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting Comprehensive Plan Amendment approval for a project to be known as St. Lucie Medical Park. The parcel ID numbers associated with this application are noted in the below table. The properties are generally located on the east side of SE Village Green Drive and north of SE Tiffany Avenue. This application is to correct a previously approved Comprehensive Plan Amendment (Ordinance 00-122) which depicted incorrect property boundaries. The petitioner has submitted an application to rezone the property concurrently with this application.

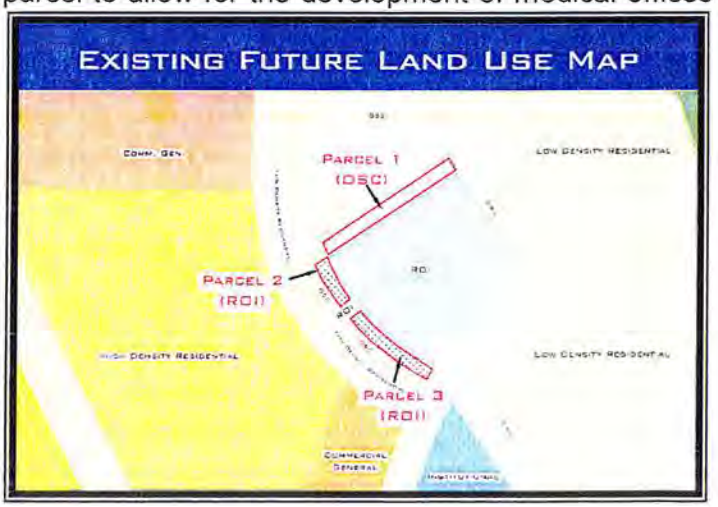
SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is located on the east side of SE Village Green Drive and north of SE Tiffany Avenue in Port St. Lucie. The parcels associated with this request are identified in the below table:

Parcel #:	Parcel ID:	Owner	Address	Existing FLU	Proposed FLU
1	3420-746-0002-000-4	HCA Realty, Inc.	1871 SE Tiffany Ave.	OSC	ROI
2	3420-746-0001-000-7	City of PSL	1899 SE Tiffany Ave.	ROI	OSC
3	3420-746-0001-000-7	City of PSL	1899 SE Tiffany Ave.	ROI	OSC

Parcel #:	Acreage
1	1.0339
2	0.297
3	0.591

In 2001, Ordinance 00-122 approved the Comprehensive Plan Amendment for a 9.97 acre parcel to allow for the development of medical offices associated with St. Lucie Medical Center. The legal and sketch associated with this Ordinance was not correct. Pursuant to discussions with City staff, it was deemed necessary to prepare and submit a Comprehensive Plan Amendment Application to correct the parcels impacted by this error.



The Future Land Use map has incorrect boundaries depicted for the noted properties. The exhibit noted to the right reflects the existing land uses. Parcel 1 is has an existing Future Land

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

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

Use Designation of OSC, while Parcels 2 & 3 have an existing Future Land Use Designation of ROI. This revision includes the northern parcel (Parcel # 1) modifying it from Conservation Open Space (OSC) to Residential – Office – Institutional (ROI) and revisions of two (2) tracts southwest of the subject property from Residential - Office – Institutional (ROI) to Conservation Open Space (OSC).

To the north of the subject property lies conservation open space currently owned by the City of Port St. Lucie. This tract of land has a Future Land Use Designation of Conservation Open Space (OSC) and an underlying zoning category of Single Family Residential.

To the west of the subject property is land that runs adjacent to the site which is owned by the City of Port St. Lucie. The property is currently vacant and has a future land use designation of Conservation Open Space (OSC) and is located in the Single Family Residential zoning district. This application will correct the duel future land use designations for Parcels 2 and 3 making the complete parcel lie within a Future Land Use Designation of Conservation Open Space (OSC). West of the City owned property lies the 150' Right-of-Way for SE Village Green Drive followed by Midport Place II, a single family residential community. Midport Place II has a Future Land Use Designation of High Density Residential and an underlying zoning category of Multiple Family Residential.

Southwest of the property lies the 150' Right-of-Way of SE Village Green Drive followed by medical office buildings. These buildings have a Future Land Use Designation of Commercial General and an underlying zoning category of General Commercial.

To the south of the subject property lies the 140' Right-of-Way of SE Tiffany Avenue followed by St. Lucie Medical Center. The southern property has a future land use designation of Institutional and an underlying zoning category of Institutional

Southeast of the subject property lies the 140' Right-of-Way of SE Tiffany Avenue followed by single family residential homes which have a Future Land Use Designation of Low Density Residential and an underlying zoning category of Single Family Residential.

To the East of the subject property lies a Conservation Tract owned by the City of Port St. Lucie followed by single family residential homes. The government owned property has a Future Land Use Designation of Conservation Open Space (OSC) and an underlying zoning category of Single Family Residential. East of that, the single family homes have a Future Land Use Designation of Low Density Residential and an underlying zoning category of Single Family Residential.

Environmental – Wetlands and Existing Vegetation: This application is to correct a mapping error only. Due to this, an environmental assessment has not been included as part of this application.

Traffic Analysis – This application is to correct a mapping error only. The proposed application does not increase traffic or other governmental services as a result of this request. Due to this, a traffic analysis is not included as part of this application.

Market Study: Because the requested change to the land use designation is to correct a mapping error only and does not change the use which would have an increased impact on services, a market study is not provided as part of this application. There is no net increase of commercial square footage by this amendment.

Chart comparing existing and proposed future land uses – This application is to correct a mapping error only. Due to this, a chart comparing existing and proposed future land uses has not been included as part of this application.

Based on the above and attached information, the applicant respectfully request approval of the proposed application.

S:_Project Files\16-115 - HCA - St. Lucie Medical Park\EDC Documents\Submittal Documents\Justification Statement\2016-10-31_SL_Med_CPA_16-115.doc

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1882004 OR BOOK 1363 PAGE 169
Recorded:02/12/01 14:14

Ret to: SLW Box 2 Universal Land Title

Doc Assump: $ 0.00
Doc Tax : $ 10,500.00
Int Tax : $ 0.00

PREPARED BY AND RETURN TO:
David N. Sowerby, Esquire
MELVILLE & SOWERBY, P.L.
2490 South 25th Street
Fort Pierce, Florida 34981
Courthouse Box #63
0100237
PARCEL I.D. NO. Portion of 3420-745-0007-000/6

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 9th day of February, 2001, by and between **CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation,** (hereinafter "Grantor"), and **HCA REALTY, INC., a Tennessee corporation**, whose post office address is 2501 Park Plaza, Nashville, TN 37203 (hereinafter "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor in hand paid by 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 County of St. Lucie, State of Florida, to wit:

TRACT 2 of the FIRST REPLAT OF TRACT G-5, as recorded in Plat Book 39, Pages 28 and 28A of the Public Records of St. Lucie County, Florida.

Subject To restrictions, reservations and easements of record, if any, which are not reimposed hereby, and real estate taxes subsequent to December 31, 1999.

The property conveyed herein shall be subject to the following restrictive covenant. To wit:

> For a period of ten (10) years from the date of this Deed, development and use of the Property shall be limited to medical care facilities and ancillary improvements related to the use and operation of medical care facilities. For a period of twenty (20) years from the date of this Deed, neither the Property, nor any portion thereof, shall be rezoned except for the limited purpose of facilitating construction of medical care facilities and ancillary improvements related to the use and operation of medical care facilities. These restrictive covenants shall run with the land and shall be enforceable by the City Council of the City of Port St. Lucie, Florida.

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

[Space Above This Line For Recording Data]

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

AND the grantor warrants the title to said land and will defend the same against the lawful claims of all persons claiming by or through grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Margaret McGrath
Print Name: MARGARET McGRATH

Denise M French
Print Name: DENISE M FRENCH

CITY OF PORT ST. LUCIE, FLORIDA
a municipal corporation

By: Robert E. Minsky
ROBERT E. MINSKY, Mayor

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me, this 9th day of February, 2001, by ROBERT E. MINSKY, as Mayor of the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, [✓] who is personally known to me, or [ ] who produced his driver's license as identification.

Denise M French
Notary Public, STATE OF FLORIDA
My Commission Expires:

OFFICIAL NOTARY SEAL
DENISE M FRENCH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC328902
MY COMMISSION EXP. APR. 22,2003

HCA REALTY INC.
ATTN: TAX DEPT.
PO BOX 1504
NASHVILLE, TN 37202

AGENT CONSENT FORM

Project Name: SAINT LUCIE MEDICAL PARK SITE PLAN AMENDMENT

Parcel ID: 3420-746-0002-000-4

BEFORE ME THIS DAY PERSONALLY APPEARED Nicholas L. Paul, 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 27 day of July, 2016, by Nicholas L. Paul (Name of Person Acknowledging) who is personally known to me or who has produced _____(type of identification) as identification and who did (did not) take an oath.

Helen W. Cook
(Signature of Person Taking Acknowledgement)

Nicholas L. Paul
Owner's Signature

Helen W. Cook
(Name of Acknowledger Typed, Printed or Stamped)

Nicholas L. Paul, Vice President of HCA Realty, Inc.
Owner's Name (Print)

Notary
(Title or Rank)

HELEN W. COOK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires
March 6, 2018

(Serial Number, if any)

One Park Plaza
Street Address
Nashville, TN 37203
City, State, Zip Code

(615) 344-2190
Telephone

Thresiamma Kuruvilla

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Wednesday, November 23, 2016 1:41 PM
To: Thresiamma Kuruvilla
Subject: RE: Ordinance for CPA (P16-185)

No changes. Approved.
Thanks.

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.
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: Thresiamma Kuruvilla [mailto:TKuruvilla@cityofpsl.com]
Sent: Monday, November 21, 2016 3:07 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinance for CPA (P16-185)

Pl see the draft ordinance for St. Lucie Medical Park CPA and this is also scheduled for Dec 6 P&Z B.
Thanks, Thres

Thresiamma Kuruvilla, Planner (B.Sc Eng., M.T.P.)
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
772-871-5281 (Direct Phone) 772 871 5213 (Office)
772-871-5124 (Fax)
Tkuruvilla@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 1/9/2017

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager

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

Agenda Item: Resolution: Torino Lakes Plat – Preliminary and Final Subdivision Plat Application (P16-98) 17-R01

Submittal Date: 12/14/2016

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

BACKGROUND: The purpose is to subdivide the Torino Lakes Plat into 148 residential lots, two commercial tracts (Tract CG-1 and CG-2), storm water lake, club house and swimming pool.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This resolution was approved as to form by Attorney Thomas Mullin on 11/17/2016.

NOTICE/ADVERTISING: None required.

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of the plat on December 6, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: The property is located on the west side of East Torino Parkway south of Conley Drive.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/TK

RECEIVED
DEC 7 2016
CITY ADMINISTRATOR'S OFFICE

RESOLUTION NO. 17-R01

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR TORINO LAKES FIRST REPLAT (P16-098) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF RICH TORINO, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by the owner, Rich Torino, LLC, to approve and accept the preliminary and final plat with construction plans titled Torino Lakes First Replat, within the City of Port St. Lucie, Florida; and

WHEREAS, there are private improvements, i.e., roads, drainage, and utility facilities, to be constructed within the platted area; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all state requirements for such plats; and

WHEREAS, the Site Plan Review Committee, on July 13, 2016, recommended approval of the preliminary and final plat (P16-098); and

WHEREAS, the Planning and Zoning Board, on December 6, 2016, recommended approval of the construction drawings and preliminary and final plat (P16-098); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the construction plans and preliminary and final plat titled Torino Lakes First Replat (P16-098), within the City of Port St. Lucie, Florida, said plat being offered by Rich Torino, LLC, as the owner and title holder of said property and

as prepared by Richard Laventure, Professional Land Surveyor of Laventure & Associates, Inc. as designated on the attached said Plat.

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said preliminary and final plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 9th day of January, 2017.

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 & ZONING - MEETING OF DECEMBER 6, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **TORINO LAKES-FIRST REPLAT**
PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P16-098

DATE: **NOVEMBER 29, 2016**

PROPOSED PROJECT: The purpose is to subdivide the Torino Lakes Plat into 148 residential lots, two commercial tracts (Tract CG-1 and CG-2), four tracts for recreation and drainage, and private roadways.

APPLICANT: Richard Lundy of Rich Torino, LLC.

OWNER: Rich Torino, LLC. Proof of ownership is in the file.

LOCATION: This property is located on the west side of East Torino Parkway south of Conley Drive.

LEGAL DESCRIPTION: Tracts D-1, CG-1 and CG-2 of the Torino Lakes plat

SIZE: 16.96 acres

EXISTING ZONING: Torino Lakes PUD (Planned Unit Development).

EXISTING USE: Vacant land.

SURROUNDING FUTURE LAND USES, ZONING AND EXISTING 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:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utility System Department is required prior to issuance of building permits.

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 impact 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 points. 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 surrounding the property.

Parks/Open Space: The Torino Lakes PUD shows 815 square feet of open area per dwelling unit including a 15 foot wide upland preservation area in the perimeter/boundary of the subdivision as shown on the concept plan. Total open space area is approximately 7.45 acres.

Storm Water: A paving and drainage plan that is in compliance with the adopted level of service standard is included with the construction plans.

Solid Waste: Solid waste impacts are to be measured and planned based on population projections on an annual basis.

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

Environmental: The applicant has to obtain a clearing permit prior to construction. A 15 foot wide upland preservation area is shown on the perimeter of the subdivision. The applicant has to provide tree survey and tree mitigation plan for the commercial tracts. Gopher tortoises may be present on site and a full survey of the subject property will be required immediately prior to the commencement of construction activities.

Public School Concurrency Analysis: The St. Lucie County School Board has determined that there is adequate school capacity based on the level of service standards in the City's Comprehensive Plan.

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 therefore the site plan is still valid.

Per Resolution 10-R14, a boundary plat for Torino Lakes was approved. Per Resolution 10-R55, a preliminary plat for the townhomes was approved by the City Council. A final plat was never approved or recorded.

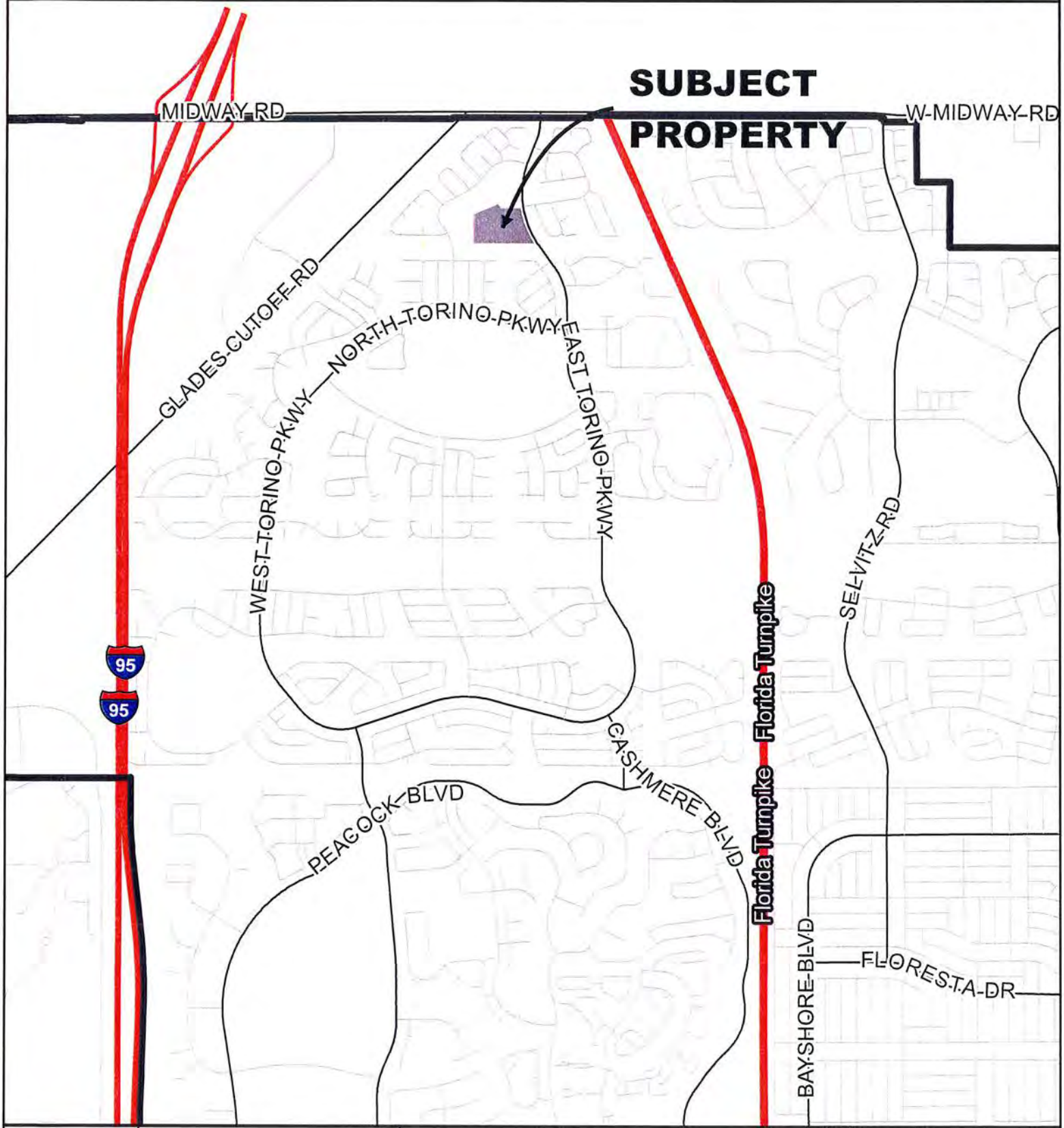
Per Ordinance 16-52, a Comprehensive Plan Amendment (P16-072) was approved by the City Council on August 8, 2016 to change approximately 1.19 acres from a future land use designation of RM (Medium Density Residential) and ROI (Residential/Office/Institutional) to CG (General Commercial).

Per Ordinance 16-77, a PUD amendment (P16-97) was approved by the City Council on November 14, 2016 for some changes to the conceptual site plan with new design and layout of the buildings, and minor changes to the PUD document.

STAFF RECOMMENDATION*:*

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, and City's Subdivision Code. The Site Plan Review Committee reviewed the request on July 13, 2016 and recommended approval.

GENERAL LOCATION

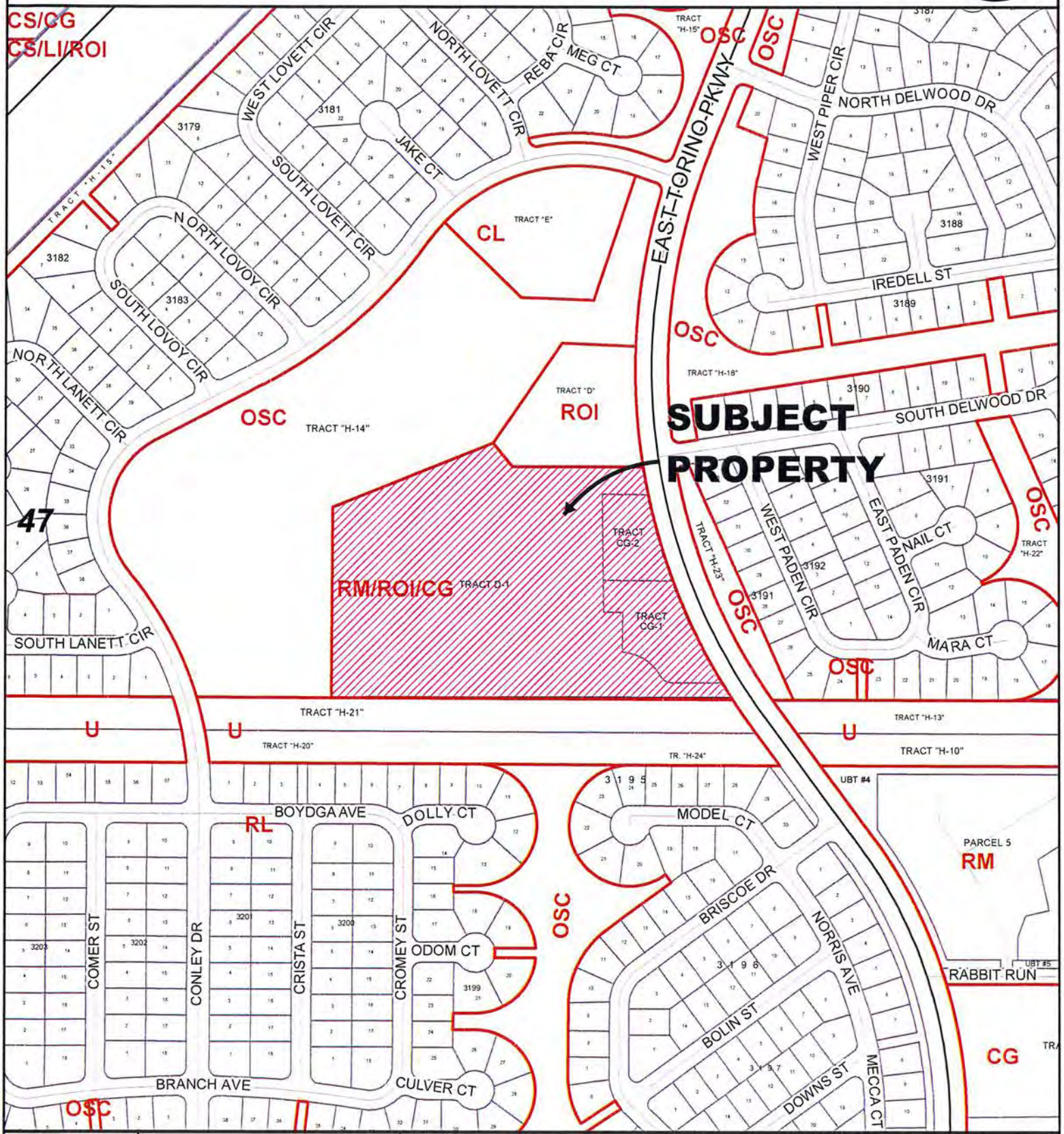


CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PRELIMINARY & FINAL SUBDIVISION PLAT TORINO LAKES	DATE: 8/24/2016 APPLICATION NUMBER: P16-098 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL

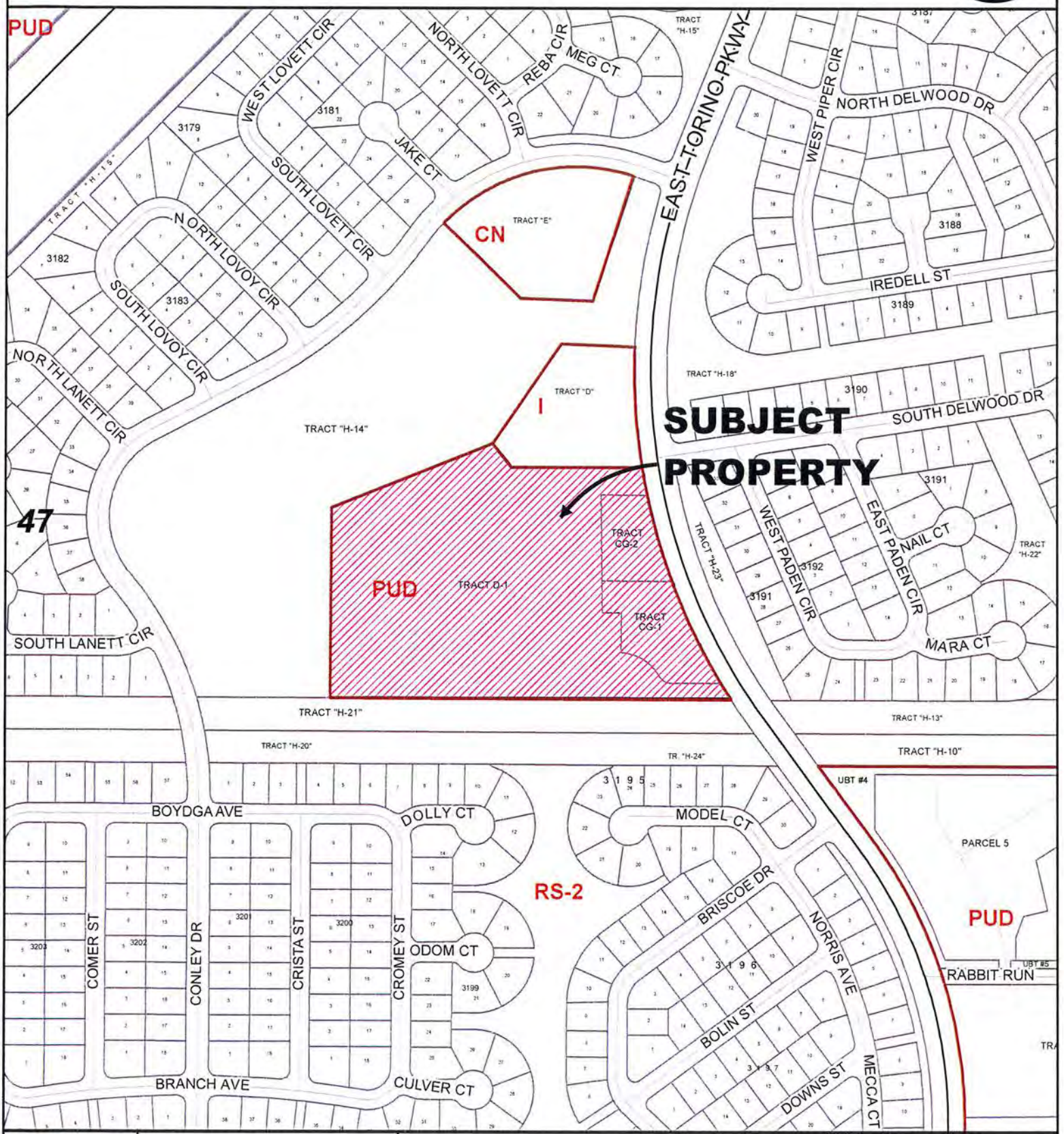
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PRELIMINARY & FINAL SUBDIVISION PLAT TORINO LAKES AERIAL DATE 2014	DATE: 8/24/2016 APPLICATION NUMBER: P16-098 USER: patricias SCALE: 1 in = 350 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PRELIMINARY & FINAL SUBDIVISION PLAT TORINO LAKES	DATE: 8/24/2016 APPLICATION NUMBER: P16-098 USER: patricias SCALE: 1 in = 400 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PRELIMINARY & FINAL SUBDIVISION PLAT TORINO LAKES	DATE: 8/24/2016 APPLICATION NUMBER: P16-098 USER: patricias SCALE: 1 in = 400 ft	

BDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P16-098
Fee (Nonrefundable)$ 3,535.00
Receipt # 98374

PRIMARY CONTACT EMAIL ADDRESS: Gatorrr@msn.com

PROJECT NAME: Torino Lakes

LEGAL DESCRIPTION: Torino Lakes - Tract D-1

LOCATION OF PROJECT SITE: East Torino Parkway & Midway Road

PROPERTY TAX I.D. NUMBER: 3301-703-0003-000-2

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Multi-family housing

GROSS SQ. FT. OF STRUCTURE(S): N/A

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: 148

RECEIVED
JUN 15 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

UTILITIES & SUPPLIER: city of Port St. Lucie

GROSS ACREAGE & SQ. FT. OF SITE: 14.24 Ac.

FUTURE LAND USE DESIGNATION: RM-11/PUD ZONING DISTRICT: RM -11-PS

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
Rich Torino, LLC
998 Town Place Blvd., Port St. Lucie, FL 34952
P: 772.446.7344 rlundy@richpropertiesfl.com - Richard Lundy

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Richard Lundy,
998 Town Place Blvd., Port St. Lucie, FL 34952
P 772.446.7344 E: rlundy@richpropertiesfl.com

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Richard Laventure, P.L.S. - Laventure & Associates, Inc.
774 W. Midway Rd., Fort Pierce, FL 34982

FLORIDA REGISTRATION NO., CONTACT PERSON, ADDRESS, PHONE & FAX No.)
PLS 5209
P: 772.398.6430 E: gatorrr@msn.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 SUBDIVISION REGULATIONS CHAPTER 156.

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

OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE
	Richard Lundy	Owner's Agent	6/14/16

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

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4024053 OR BOOK 3700 PAGE 1727, Recorded 12/18/2014 at 11:55 AM
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 #FF078774
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

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

Thresiamma Kuruvilla

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Thursday, November 17, 2016 12:50 PM
To: Thresiamma Kuruvilla
Subject: RE: Resolution

Hi Thres -
Approved. No changes.
Thanks.

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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please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: Thresiamma Kuruvilla [mailto:TKuruvilla@cityofpsl.com]
Sent: Thursday, November 17, 2016 11:59 AM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Resolution

Pl see the attached resolution for Torino Lakes Plat (P16-98). I am planning this for Dec 6 P&Z B.
Thanks, Thres

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit http://www.mimecast.com

1/9/17 1A

TORINO LAKES – FIRST REPLAT

A REPLAT OF TRACTS D-1, CG-1 AND CG-2, OF THE PLAT OF TORINO LAKES, AS RECORDED IN PLAT BOOK 63, PAGE 22 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN SECTION 1, TOWNSHIP 36 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, FLORIDA
ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION:

TRACTS "D-1", "CG-1" AND "CG-2" OF THE PLAT OF TORINO LAKES, AS RECORDED IN PLAT BOOK 63, PAGE 22 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL CONTAINS [illegible] ACRES, MORE OR LESS.

DEDICATION:

STATE OF FLORIDA
COUNTY OF ______

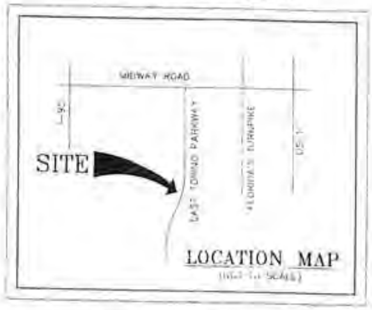
[illegible]

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF ______

[illegible]

Notary Public (Printed Name)



LOCATION MAP
(NOT TO SCALE)

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ______

[illegible]

ACCEPTANCE OF DEDICATIONS:

[illegible]

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF ______

[illegible]

Notary Public (Printed Name)

CLERK OF CIRCUIT COURT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

[illegible]

Clerk of Circuit Court
St. Lucie County, Florida

PORT ST. LUCIE CITY COUNCIL:

[illegible]

SURVEYOR'S NOTES:

[illegible]

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

[illegible]

PREPARED BY:

LAVENTURE & ASSOCIATES, INC
PROFESSIONAL SURVEYING AND MAPPING
774 WEST MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
(772) 398-6430 Phone (772) 398-6426 Fax
FLORIDA LICENSED BUSINESS # 7606

RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

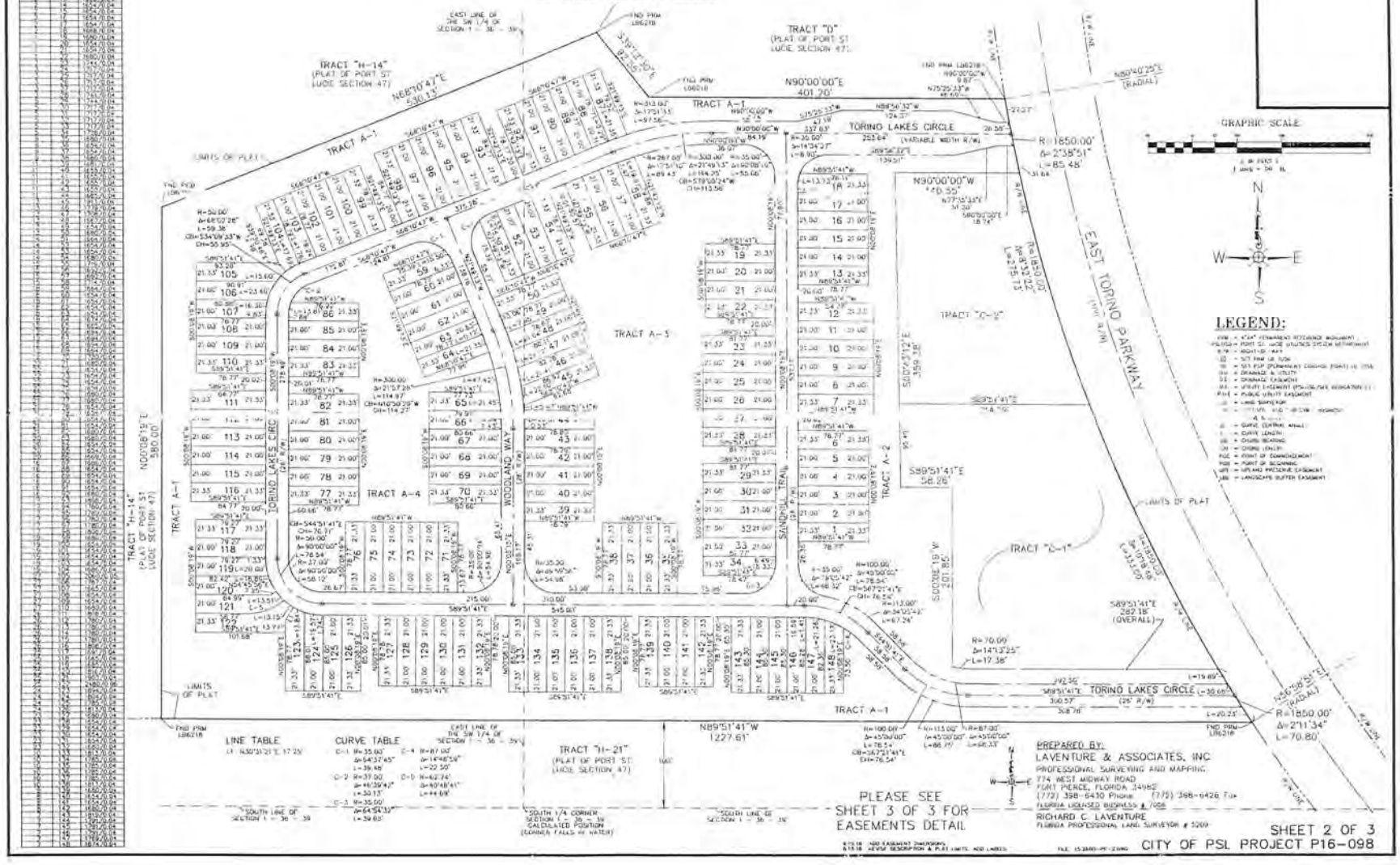
CITY OF PSL PROJECT P16-098
SHEET 1 OF 3

TORINO LAKES – FIRST REPLAT

A REPLAT OF TRACTS D-1, CG-1 AND CG-2, OF THE PLAT OF TORINO LAKES, AS RECORDED
IN PLAT BOOK 63, PAGE 22 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN SECTION 1, TOWNSHIP 36 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, FLORIDA
ST. LUCIE COUNTY, FLORIDA

AREA TABLE

BUILDING NUMBER	LOT NUMBER	AREA SQUARE FEET	AREA ACRES
[illegible]	[illegible]	[illegible]	[illegible]



LINE TABLE

L1	N30°31'21"E 17.29'

CURVE TABLE

C-1	R=35.00' Δ=94°37'45" L=39.48'	C-4	R=87.00' Δ=14°46'34" L=22.50'
C-2	R=37.00' Δ=40°39'42" L=30.13'	C-5	R=42.74' Δ=90°48'41" L=44.68'
C-3	R=35.00' Δ=64°54'31" L=39.63'		

TORINO LAKES – FIRST REPLAT

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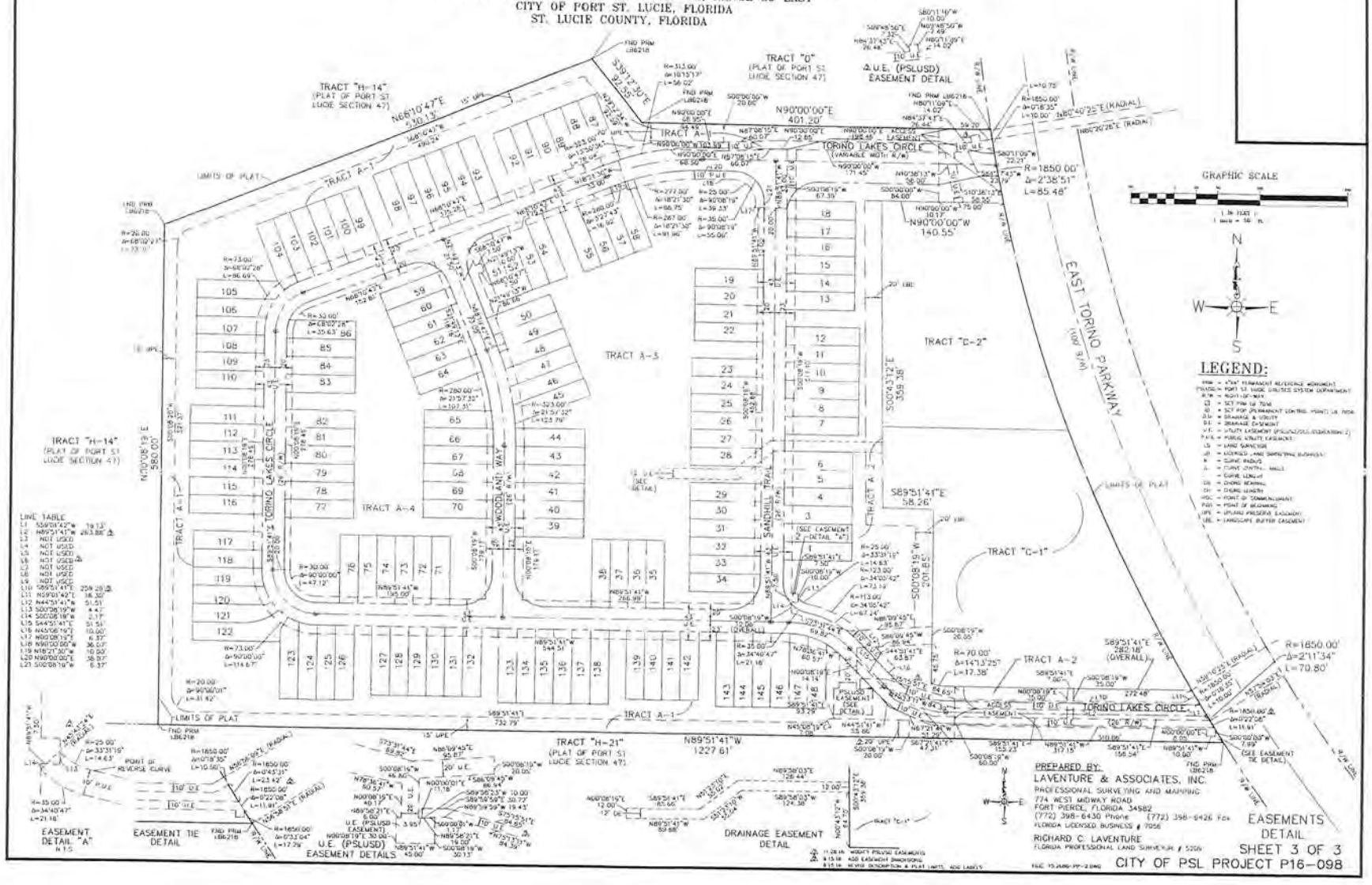
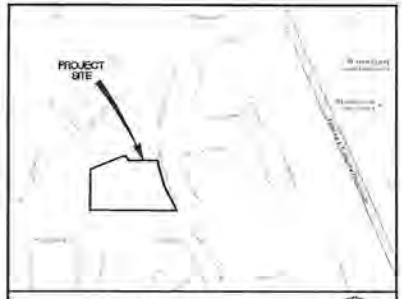
LYING IN SECTION 1, TOWNSHIP 36 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, FLORIDA
ST. LUCIE COUNTY, FLORIDA



TORINO LAKES

MULTI-FAMILY DEVELOPMENT

CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



VICINITY MAP

LOCATION MAP

OWNER/APPLICANT

RICH TORINO LLC
998 SE TOWN PLACE BOULEVARD
PORT ST. LUCIE, FLORIDA 34952

ENGINEER

MBV ENGINEERING, INC.
MOIA BOWLES VILLAPIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #9728

1825 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-6015
FX. (772) 778-1617

MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9455

ARCHITECT

THE WAYNE ARCHITECTURAL GROUP, P.A.
2385 NW EXECUTIVE CENTER DRIVE, SUITE 100
BOCA RATON, FLORIDA 33431
PHONE (561) 241-4407

SURVEYOR

LAVENTURE AND ASSOCIATES, INC.
3306 ENTERPRISE ROAD, SUITE 201
FORT PIERCE, FLORIDA 34982
PHONE (772) 398-6430

INDEX OF DRAWINGS

C1	COVER SHEET
C2	GENERAL NOTES
C3	EXISTING CONDITIONS
C4	EROSION CONTROL, DEMOLITION, AND CLEARING PLAN
C5	OVERALL SITE PLAN
C6	SITE PLAN-WEST
C7	SITE PLAN-EAST
C8	PAVING, GRADING AND DRAINAGE PLAN-WEST
C9	PAVING, GRADING AND DRAINAGE PLAN-EAST
C10	UTILITY PLAN-WEST
C11	UTILITY PLAN-EAST
C12	PLAN AND PROFILE
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C14	PLAN AND PROFILE
C15	PLAN AND PROFILE
C16	OFF-SITE IMPROVEMENTS PLAN-SOUTH
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C18	OFF-SITE IMPROVEMENTS DETAILS
C19	SITE, PAVING, GRADING AND DRAINAGE DETAILS
C20	CROSS SECTIONS
C21	EROSION CONTROL DETAILS
C22	UTILITY DETAILS
C23	UTILITY DETAILS
C24	LIFT STATION DETAILS

SITE INFORMATION

SITE ADDRESS(S)
[illegible]
PORT ST. LUCIE, FLORIDA 34987

OWNER/APPLICANT
[illegible]
[illegible]
PORT ST. LUCIE, FLORIDA 34987

ENGINEER
[illegible]
[illegible]
VERO BEACH, FLORIDA 32962
PHONE: (772) 562-[illegible]

ARCHITECT
[illegible]
[illegible]
[illegible]
PHONE: [illegible]

SURVEYOR
[illegible] & ASSOCIATES, INC.
[illegible]
[illegible]
PHONE: (772) [illegible]

TAX PARCEL ID NUMBER(S)
[illegible]

ZONING [illegible]
LAND USE [illegible]

MULTI-FAMILY DEVELOPMENT

EXISTING SITE DATA

SITE AREA	[illegible] SF	[illegible] AC	100.00 %
TOTAL IMPERVIOUS AREA	[illegible] SF	[illegible] AC	[illegible] %
TOTAL OPEN AREA	[illegible] SF	[illegible] AC	[illegible] %

PROPOSED SITE DATA

SITE AREA	[illegible] SF	[illegible] AC	100.00 %
PROPOSED BUILDING COVERAGE	[illegible] SF	[illegible] AC	[illegible] %
[illegible]	[illegible] SF	[illegible] AC	[illegible] %
[illegible]	[illegible] SF	[illegible] AC	[illegible] %
[illegible]	[illegible] SF	[illegible] AC	[illegible] %
TOTAL BUILDING COVERAGE	[illegible] SF	[illegible] AC	[illegible] %
TOTAL PAVEMENT COVERAGE	[illegible] SF	[illegible] AC	[illegible] %
TOTAL CONCRETE COVERAGE	[illegible] SF	[illegible] AC	[illegible] %
TOTAL IMPERVIOUS AREA	[illegible] SF	[illegible] AC	[illegible] %
TOTAL OPEN AREA	[illegible] SF	[illegible] AC	[illegible] %

DENSITY

DENSITY [illegible] / 14.74 AC = [illegible] AC
= [illegible] DU/AC PROPOSED
= [illegible] DU/AC ALLOWABLE PER [illegible]

PARKING DATA

PARKING REQUIRED
[illegible] UNITS X 2 (UNIT) = [illegible] SPACES [illegible] SPACES

PARKING PROVIDED
PERMANENT SPACES (LOT) = [illegible] SPACES (INCLUDING [illegible] DRIVEWAY SPACES)
GUEST PARKING & GUARDHOUSE = [illegible] SPACES (INC. [illegible] ADA)
TOTAL PARKING PROVIDED = [illegible] SPACES (INC. [illegible] ADA)

GENERAL COMMERCIAL - SOUTH (FUTURE USE)

EXISTING SITE DATA

SITE AREA	[illegible] SF	[illegible] AC	100.00 %
TOTAL IMPERVIOUS AREA	[illegible] SF	[illegible] AC	[illegible] %
TOTAL OPEN AREA	[illegible] SF	[illegible] AC	[illegible] %

GENERAL COMMERCIAL - NORTH (FUTURE USE)

EXISTING SITE DATA

SITE AREA	[illegible] SF	[illegible] AC	100.00 %
TOTAL IMPERVIOUS AREA	[illegible] SF	[illegible] AC	[illegible] %
TOTAL OPEN AREA	[illegible] SF	[illegible] AC	[illegible] %

PERMITS REQUIRED

CITY OF PORT ST. LUCIE SITE PLAN APPROVAL
CITY OF PORT ST. LUCIE AND/OR [illegible] CLEARING PERMIT
CITY OF PORT ST. LUCIE AND/OR [illegible] DRAINAGE PERMIT
CITY OF PORT ST. LUCIE GRADING & EXCAVATION PERMIT
CITY OF PORT ST. LUCIE UTILITY PERMIT
ST. LUCIE COUNTY FIRE DISTRICT PERMIT
SFWMD/ENVIRONMENTAL RESOURCE PERMIT MODIFICATION

FLOOD ZONE

THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X (FEMA FLOOD INSURANCE RATE MAP #12111C0206 J, EFFECTIVE: [illegible])

SANITARY SEWER SOURCE

PORT ST. LUCIE UTILITY SYSTEM (SEWER)

POTABLE WATER SOURCE

PORT ST. LUCIE UTILITY SYSTEM (WATER)

CONSTRUCTION SCHEDULE

MULTI-FAMILY
BEGIN CONSTRUCTION: [illegible]
END CONSTRUCTION: [illegible]

COMMERCIAL
BEGIN CONSTRUCTION: [illegible]
END CONSTRUCTION: [illegible]

DRAINAGE STATEMENT

[illegible]

LEGAL DESCRIPTION

[illegible]

TRAFFIC STATEMENT

[illegible]

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CHECKING ACTUAL SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION.
2. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK.
3. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS BEFORE COMMENCING WORK.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT THE "SUNSHINE STATE" UTILITIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
5. NOTHING CHANGED OR DEVIATED FROM THE PLAN SHALL MEAN WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
6. ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE FOR ANY INSPECTION.
7. [illegible] NO UTILITIES SHALL BE SET IN [illegible] STATED STANDARDS.
8. ALL DISTURBED AREAS SHALL BE SODDED TO EXISTING CONDITION UNLESS NOTED OTHERWISE.
9. ALL DISTURBED AREAS SHALL BE SODDED. CONTRACTOR SHALL INSTALL ALL REQUIRED SOD WITHIN 48 HOURS OF DISTURBANCE.
10. CONTRACTOR SHALL BE THOROUGHLY FAMILIAR WITH THE PROJECT PLANS, PLANS AND SPECIFICATIONS, AND ALL LOCAL, STATE AND FEDERAL AGENCY REQUIREMENTS FOR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS (INCLUDING FOUNDATION).
11. CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS FOR CONSTRUCTION.
12. NO EXCESS CONCRETE FOR MIXING WILL BE ALLOWED TO BE DISPOSED ON THE PROJECT EXCAVATION SITE.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING SERVICE EXISTING UTILITIES.
15. CONTRACTOR SHALL PROTECT EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.
16. ALL MATERIALS AND LABOR USED FOR THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH REQUIREMENTS OF THE CITY, COUNTY, WATER MANAGEMENT DISTRICT, FDOT AND THESE PLANS AND SPECIFICATIONS.
17. ALL APPROVED PLANT CONDITIONS, INCLUDING BUT NOT LIMITED TO: SIZE, FLOW, CITY AND COUNTY, SHALL BE MET BY CONTRACTOR PRIOR TO DEVELOPER OR OWNER'S NOTIFICATION.
18. EXCAVATION TO SECTION 300 OF FDOT'S STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL BORROW MATERIAL SHALL BE DRAINAGE GRADE OR MATERIAL FURNISHED BY THE COMPANY OR APPROVED EQUAL. SUBGRADE SUPPORTS SHALL BE AS PER CITY OF PORT ST. LUCIE STANDARDS.
19. ALL STREAMS WITHIN COUNTY RIGHT OF WAY SHALL BE RETURNED TO THE TRAFFIC FLOW LINE AND GRADES.
20. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD PAVEMENT OVER CUTOUT REPORT. THE ENGINEER OF RECORD MUST APPROVE. THE CONTRACTOR SHALL BE DIRECTED TO PERFORM THE PAVEMENT OVER CUTOUT REPORT. WORK FIRST AND CONSTRUCT AREAS ACCORDINGLY.
21. IF ANY PORTION OF THE EXISTING ASPHALT PAVEMENT IS DAMAGED OR CONTAMINATED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL ASPHALT AS NECESSARY TO COMPENSATE FOR THE DAMAGED AREA.

EROSION AND SEDIMENT CONTROL NOTES

CONSTRUCTION ACTIVITIES DISTURB SOIL AND EXPOSE THE SOIL TO THE ELEMENTS OF SUNLIGHT, WATER, WIND, AND WATER FLOW. THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT DUE TO EROSION. EXCESSIVE QUANTITIES OF SEDIMENT WHICH ENTER WATERWAYS CAN CAUSE SEVERE DEGRADATION OF WATER QUALITY, AFFECT THE APPROPRIATE BIOLOGICAL AND CHEMICAL PROPERTIES. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE HYDRAULIC CAPACITY OF WATERBODIES OR FLOOD PLAINS, REDUCE THE DESIGN CAPACITY OF DRAINAGE AND OTHER WORKS, AND ULTIMATELY, BURY WATER COURSES AND FILL SPAWNING GROUNDS AND BENTHIC SEDIMENTS. REDUCE LIGHT FLOW THROUGH AND THE WATER, REDUCE PRIMARY PRODUCTIVITY.

MINIMUM STANDARDS

1. SEDIMENT BASIN AND SWALE PERIMETER BERMS TO SEDIMENT BASIN(S) AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UNDERGROUND UTILITIES AND DRAINAGE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL, OR BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR RUNNING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE ACTIVE UNDER BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT DISPOSAL BASINS. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE. SOILS AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. EXPERIMENTAL VALUE IN THE COVER SHALL BE ESTIMATED UPON HOLDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A UNIFORM COVER IS ACHIEVED THAT, IN THE OPINION OF THE ENGINEER, IS UNIFORM MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES (DAMS, DIKES AND DITCHES) IMMEDIATELY AFTER INSTALLATION.
7. SURFACE WATER FROM DISTURBED AREAS THAT IS CONVEYED OFF FROM DRAINAGE AREA GREATER THAN OR EQUAL TO FIVE ACRES SHALL BE CONTROLLED BY SEDIMENT BASIN. THE SEDIMENT BASIN(S) SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND DISTURBING ACTIVITY. THE OUTFALL DEVICE OF SEDIMENT BASIN SHALL TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVICED BY THE BASIN.
8. AFTER ALL SEDIMENT BASIN AND ALL SEDIMENT CONTROL STRUCTURES ARE NO LONGER NEEDED FOR INTEGRITY, ANY SEDIMENT DEPOSITS SHALL BE CORRECTED IMMEDIATELY.
9. CONSTRUCTION ACTIVITY SHALL NOT TAKE PLACE ON OR FILL SLOPES UNLESS CONTROLLED WITH ADEQUATE TEMPORARY OR PERMANENT DIVERSIONS, FLUME OR SLOPE DRAIN STRUCTURE.
10. RUNOFF OR WATER DEPTH FROM A SLOPE TAKE ADEQUATE DRAINAGE OF OTHER PROTECTION SHALL BE PROVIDED.
11. SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORMWATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OUT BY OTHER MEANS, THAT IS TO REMOVE SEDIMENT.
12. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND/OR STABILIZATION MEASURES MUST BE INSTALLED. LINING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND ENCLOSING CHANNEL.
13. WHEN WORK IN LIVE WATERCOURSES IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF FORDS, COFFERDAMS AND DIVERSIONS. EARTHEN FILL MATERIAL USED FOR THESE STRUCTURES IS PROHIBITED IN NONERODIBLE CONSTRUCTION MATERIAL.
14. VEHICLES AND EQUIPMENT MUST BE UNDER DRY CONDITIONS WHEN CROSSING LIVE WATERCOURSES. A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED.
15. THE SEDIMENT BASIN(S) OR A PERIMETER BERM SHALL BE ESTABLISHED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.
16. PERIODIC INSPECTIONS AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE THEIR INTENDED PURPOSE IS ACCOMPLISHED. THE OWNER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
17. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
   A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPEN AT ANY ONE TIME.
   B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
   C. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE OR INTO VEGETATED AREA IN A MANNER THAT WILL ALLOW ADEQUATE FILTRATION SO AS NOT TO AFFECT FLOWING STREAMS OR OFF SITE PROPERTY.
   D. RE-STABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE DESIGN CRITERIA.
18. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS MUST BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY VEHICLES ONTO THE PAVED ROADWAY. WHERE SEDIMENT IS TRANSPORTED ONTO A PAVED ROADWAY SURFACE, WHICH CLEARED AND EXTENDED, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SWEEPING OR SHOVELING. SEDIMENT TRANSPORTED TO A SEDIMENT DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION WILL APPLY TO INDIVIDUAL SUBDIVISIONS LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.
19. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. ANY DEBRIS OR THE WATERWAY DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE FINALLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
20. PROPERTIES AND WATERWAYS LOCATED DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.
21. PROVIDE PROPER TO SHORELINE GUARDS IN COASTAL TIDAL WATER CONSTRUCTION OF LAGOON WORK.
22. TIDAL GATE CONTROL OF BASIN AND LONG TIDE TIDAL BASIN (TO LIMIT THE SEDIMENTS IN WATER BODY, TO AND USE OF FOUR AQUAMAT AND THIS FOR DESIGN STANDARDS.
23. THE DESIGNER MUST APPROVE ALTERNATIVE OR ALTERNATIVES TO THESE STANDARDS DURING CONSTRUCTION TO SITE SPECIFIC CONDITIONS.
24. A PERIODIC ENCROACHMENT PERMIT FOR THE REQUIRED FOR THE SEWER PIPELINE, ACTIVITIES AND ANY OTHER ACTIVITIES CONTRIBUTED WITHIN THE EXISTING DRAINAGE AND UTILITY EASEMENTS.
25. A SEPARATE PERMIT MUST BE OBTAINED FOR ALL WORK.

TECHNICAL SPECIFICATIONS

MATERIALS
A. GENERAL PIPING
1. [illegible]
2. ALL STEEL PIPING SHALL BE [illegible] SPECIFICATIONS, CONTRACTOR [illegible] STANDARD MATERIALS, ETC.
3. ALL [illegible] SHALL BE [illegible]
4. [illegible]
5. [illegible]

B. DRAINAGE STRUCTURES
1. ALL DRAINAGE STRUCTURES SHALL MEET OR EXCEED [illegible] SPECIFICATIONS, LOCAL GOVERNING AGENCY.
2. ALL CATCH BASINS AND DRAINAGE STRUCTURES SHALL BE OF PRECAST REINFORCED TYPE PER DIMENSIONS AS SHOWN ON THE PLANS.
3. ALL CONSTRUCTION SHALL BE [illegible]
4. [illegible]
5. [illegible]
6. [illegible]

C. [illegible] SPECIFICATIONS
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]

D. [illegible]
1. [illegible]
2. [illegible]
3. [illegible]

CLEANUP
THE CONTRACTOR MUST PROVIDE [illegible] CONDITION UPON COMPLETION OF THE PROJECT. THE SITE MUST BE LEFT IN A NEAT, CLEAN GRADED CONDITION.

DRAINAGE SPECIFICATIONS
[illegible]

CONCRETE
[illegible]

GROUNDWATER
[illegible]

RECORD DRAWINGS
[illegible]

FDEP SEPARATION CRITERIA

(1) HORIZONTAL SEPARATION BETWEEN POTABLE WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, REUSED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS

(A) NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR REUSE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.

(B) NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET AND PREFERABLY TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY TYPE SANITARY SEWER.

(C) NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET AND PREFERABLY TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE TYPE SANITARY SEWER AND WATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. THE HORIZONTAL SEPARATION DISTANCE SHALL BE INCREASED TO NINE FEET IF ANY PART OF THE WATER MAIN IS LOCATED WITHIN THE TOP OF THE SEWER.

(D) NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM AS DEFINED IN SECTION 381.0065(2)(f), FLORIDA STATUTES, AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN GRAVITY SANITARY SEWERS, WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND REUSED WATER PIPELINES.

(A) NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST EIGHTEEN INCHES (HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE) A SUFFICIENT DISTANCE BELOW THE OUTSIDE OF THE OTHER PIPELINE TO PROVIDE ADEQUATE SUPPORT FOR THE WATER MAIN WHEN THE OTHER PIPELINE IS BACKFILLED.

(B) NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR REUSE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST EIGHTEEN INCHES ABOVE THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, SUFFICIENT LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTHOUGH PREFERABLE, AN EQUIVALENT DISTANCE BETWEEN JOINTS MAY BE ACCEPTED SO THAT ALL THE WATER MAIN JOINTS ARE AT LEAST THREE FEET (TEN NINE FEET IF REUSED WATER) FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. AND AT LEAST SIX FEET (TEN FEET IF REUSED WATER) FROM ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. AND AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SEWAGE HOLDING IMPOUNDMENTS

(A) NO WATER MAIN SHALL PASS THROUGH OR SHARE A SEWAGE HOLDING IMPOUNDMENT WITH ANY PART OF A SANITARY SEWER. WATER MAINS SHALL BE EFFECTIVELY DISTANCED AND MAINTAINED SHALL NOT BE CONSTRUCTED ON ALTERED TO PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A STORM SEWER MANHOLE OR DETENTION FACILITY.

(B) EXCAVATION OF TRENCHES FOR WATER MAINS AND SANITARY OR STORM SEWER IMPACTS

(A) NO WATER MAIN SHALL PASS THROUGH OR SHARE A SEWAGE HOLDING IMPOUNDMENT WITH ANY PART OF A SANITARY SEWER. WATER MAINS SHALL BE EFFECTIVELY DISTANCED AND MAINTAINED SHALL NOT BE CONSTRUCTED ON ALTERED TO PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A STORM SEWER MANHOLE OR DETENTION FACILITY.

(B) EXCAVATION OF TRENCHES FOR WATER MAINS AND SANITARY OR STORM SEWER IMPACTS

(A) NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. AND AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. AND AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.

(B) ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS (OSTDS)

(A) NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE IN ACCORDANCE WITH THE CITY OF PORT ST. LUCIE UTILITY SYSTEMS SEPARATION STANDARDS, REGARDING SPECIFICATIONS AND CONSTRUCTION STANDARDS, LATEST REVISION, AND WITH APPLICABLE FDEP RULES AND REGULATIONS OF DEPARTMENT OF PROTECTION RULES AND REGULATIONS.

ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT ST. LUCIE UTILITY SYSTEMS SEPARATION STANDARDS, REGARDING SPECIFICATIONS AND CONSTRUCTION STANDARDS, LATEST REVISION, AND WITH APPLICABLE FDEP RULES AND REGULATIONS OF DEPARTMENT OF PROTECTION RULES AND REGULATIONS.

REVISIONS	DATE
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

JOB NO.	15-100
CADD FILE NO.	[illegible]
DRAWN	[illegible]
DATE	[illegible]
CHECKED	[illegible]
DATE ISSUED	[illegible]
SCALE	AS NOTED

1455 - 20TH STREET
VERO BEACH, FL 32962
PH: (772) 562-[illegible]
FX: (772) 778-2617

MBV ENGINEERING, INC.
CONSULTING ENGINEERS
MOA BOWES VILLAVAZAP & ASSOCIATES
CA #3726

MELBOURNE, FL PH: (321) 231-[illegible]
FT PIERCE, FL PH: (772) 468-[illegible]

GENERAL NOTES

TORINO LAKES

[illegible] PORT ST. LUCIE

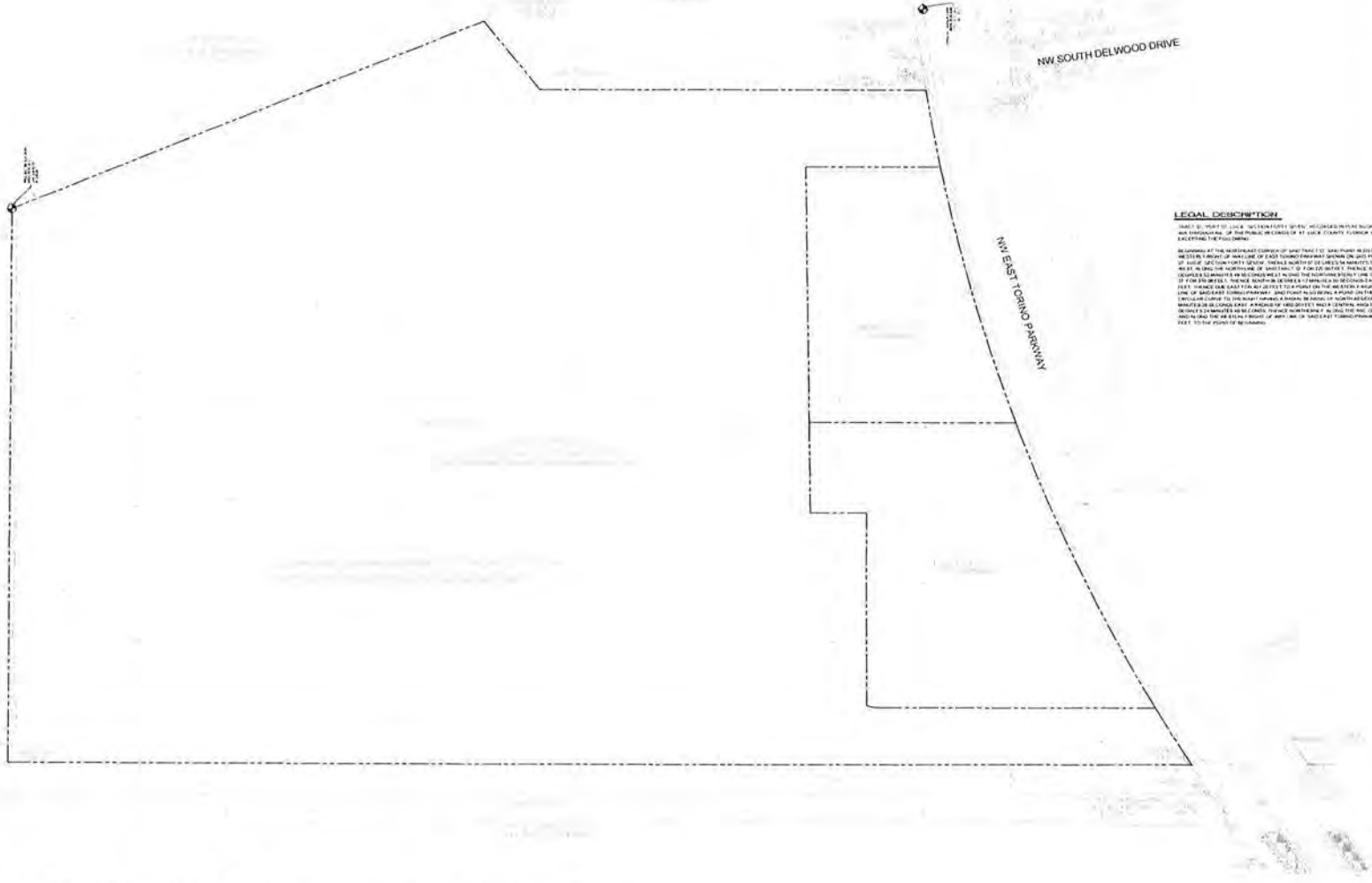
[illegible]

[illegible]

DATE: NOV. 26, 2018

SHEET
C2
OF 24
15-100

CITY OF PORT ST. LUCIE PROJECT # PW-[illegible]



LEGAL DESCRIPTION

[illegible]

EXISTING CONDITIONS

SCALE: 1" = 50'

GRAPHIC SCALE

0 50 100

(IN FEET)

1 inch = 50 ft

DATUM: NAVD88

CITY OF PORT ST. LUCIE PROJECT # P16-097

REVISIONS		DATE
1	REVISIONS PER CIVIL COMMENTS	[illegible]
2	REVISIONS PER CIVIL COMMENTS	[illegible]
3		
4		
5		
6		

JOB NO.	15-106
DESIGNED	RSM
DRAWN	GWR
DATE	OCT 2015
CHECKED	AJB
DATE ISSUED	OCT 2015
SCALE	AS NOTED

MBV ENGINEERING, INC.
MDA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA 4572
1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 589-0025
FX. (772) 778-3617
MELBOURNE FL - PH (321) 253-1510
FT. PIERCE FL - PH (772) 468-9015

EXISTING CONDITIONS

TORINO LAKES

CITY OF PORT ST. LUCIE FLORIDA

AARON J. BOWLES
FL P.E. #56313

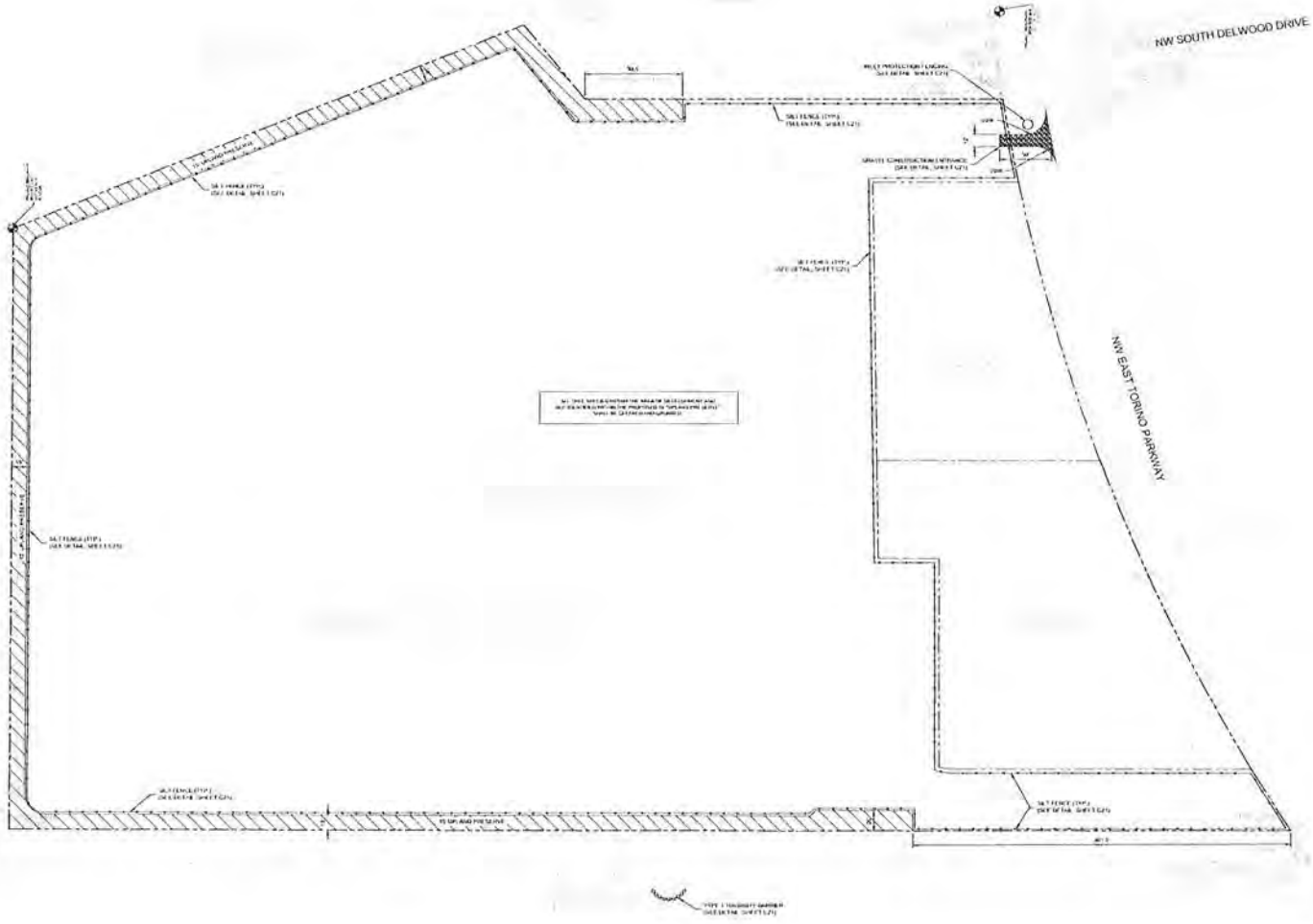
DATE: NOV 28 2016

SHEET
C3
OF 24

15-106

72 HOURS BEFORE DIGGING
CALL TOLL FREE
811
[illegible]

15-106



LEGEND

- SETTLERS
- UPLAND PRESERVE AREA
- EXISTING ASPHALT, CONCRETE, GRAVEL TO BE REMOVED
- PROPOSED TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

CITY OF PORT ST. LUCIE PROJECT # P16-097

EROSION CONTROL ,DEMOLITION, AND CLEARING PLAN

GRAPHIC SCALE

(IN FEET)

REVISIONS	DATE
1. REVISION PER CITY COMMENTS	2/2/16
2. REVISION PER CITY COMMENTS	1/2/16

JOB NO.	15-106
DESIGNED	RTM
DRAWN	GWR
DATE	OCT 2015
CHECKED	AJB
DATE ISSUED	OCT 2015
SCALE	AS NOTED

MBV ENGINEERING, INC.
MDA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING C4 #3728
1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0033
FX. (772) 778-3617
MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9031

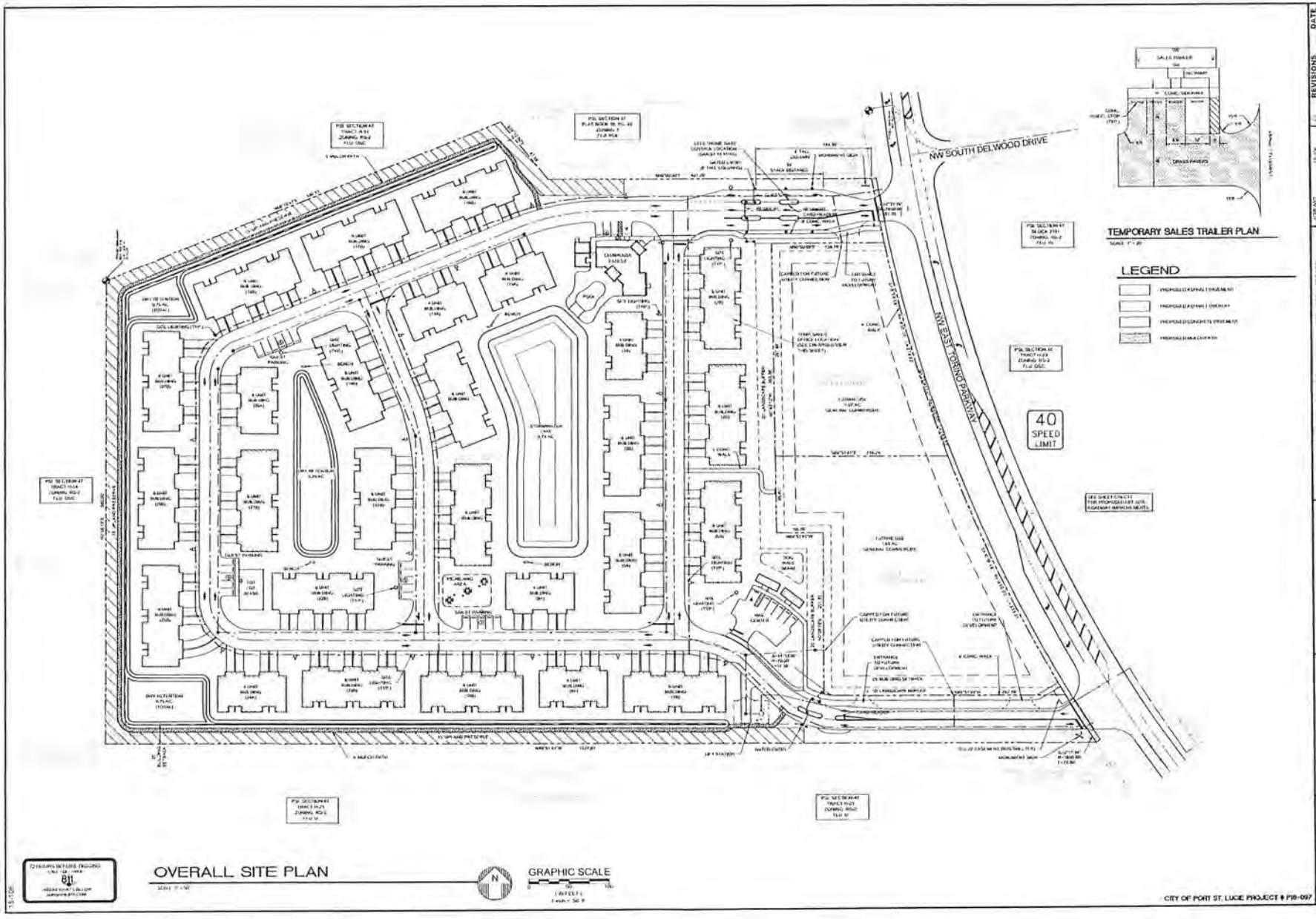
EROSION CONTROL, DEMOLITION, AND CLEARING PLAN

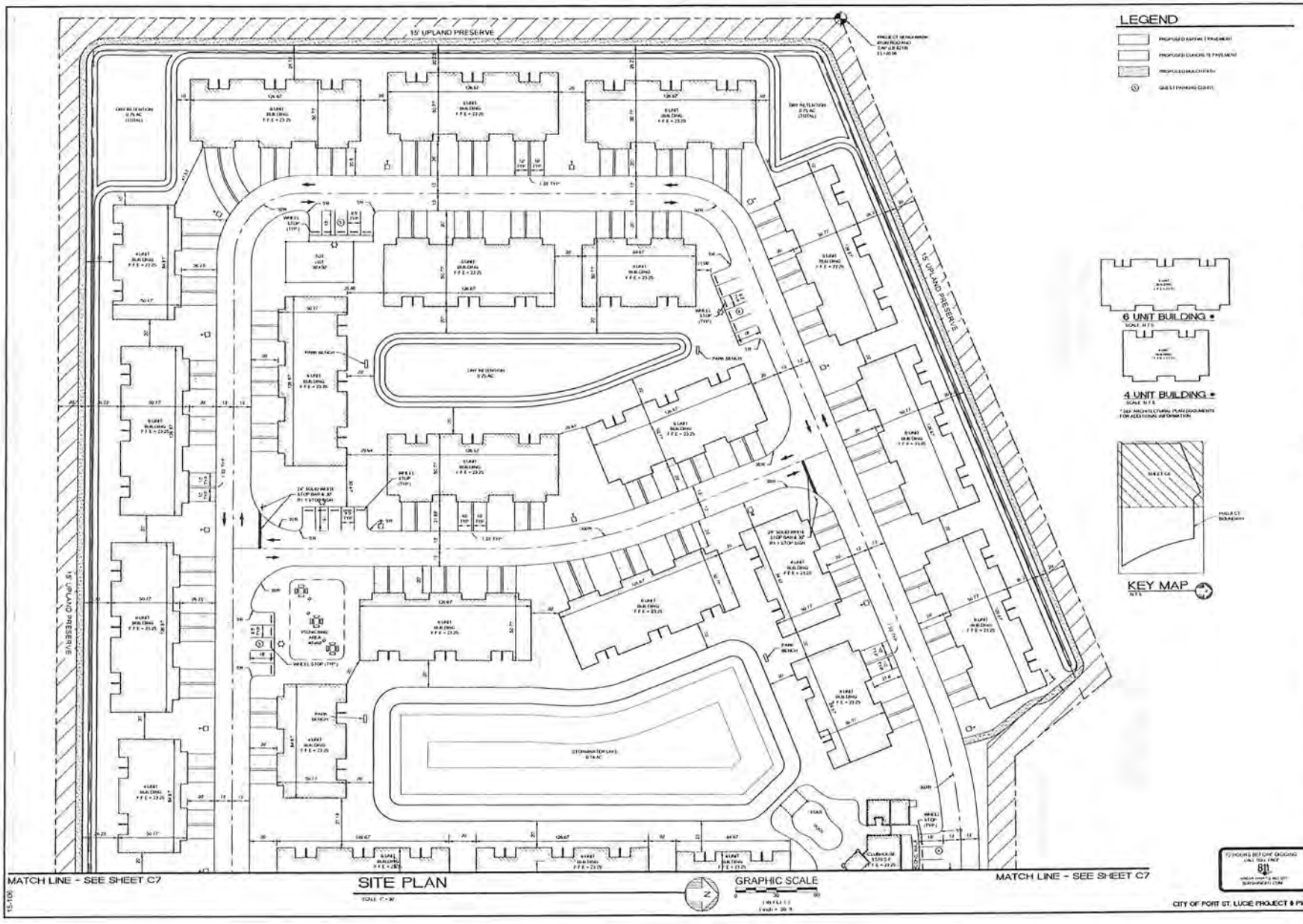
TORINO LAKES

CITY OF PORT ST. LUCIE FLORIDA

AARON J. BOWLES
FL P.E. #56313
DATE NOV. 28, 2016

SHEET
C4
OF 24
15-106


NW SOUTH DELWOOD DRIVE
NW EAST TORINO PARKWAY
40
SPEED
LIMIT
TEMPORARY SALES TRAILER PLAN
LEGEND
OVERALL SITE PLAN
GRAPHIC SCALE
CITY OF PORT ST. LUCIE PROJECT # P18-097
REVISIONS
DATE
JOB NO
DESIGNED
DRAWN
DATE
CHECKED
DATE ISSUED
SCALE
MBV
ENGINEERING, INC.
1833 - 20TH STREET
VERO BEACH, FL 32960
PH (772) 569-0031
FX (772) 778-3617
MELBOURNE, FL PH (321) 255-1310
FT. PIERCE, FL PH (772) 468-9055
OVERALL SITE PLAN
TORINO LAKES
CITY OF PORT ST. LUCIE
FLORIDA
SHEET
C5
OF 24
15-106



MBV ENGINEERING, INC.

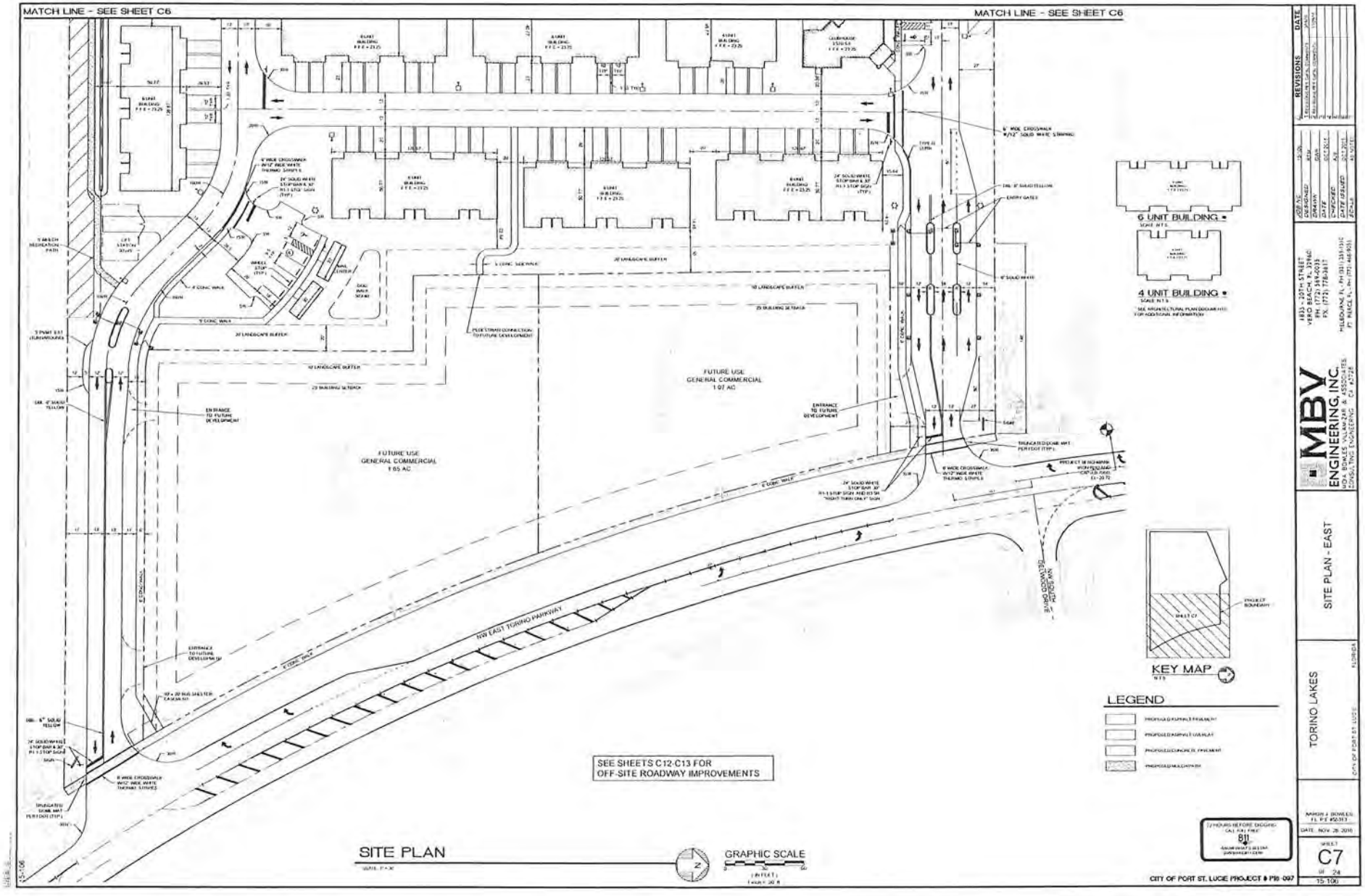
SITE PLAN - WEST

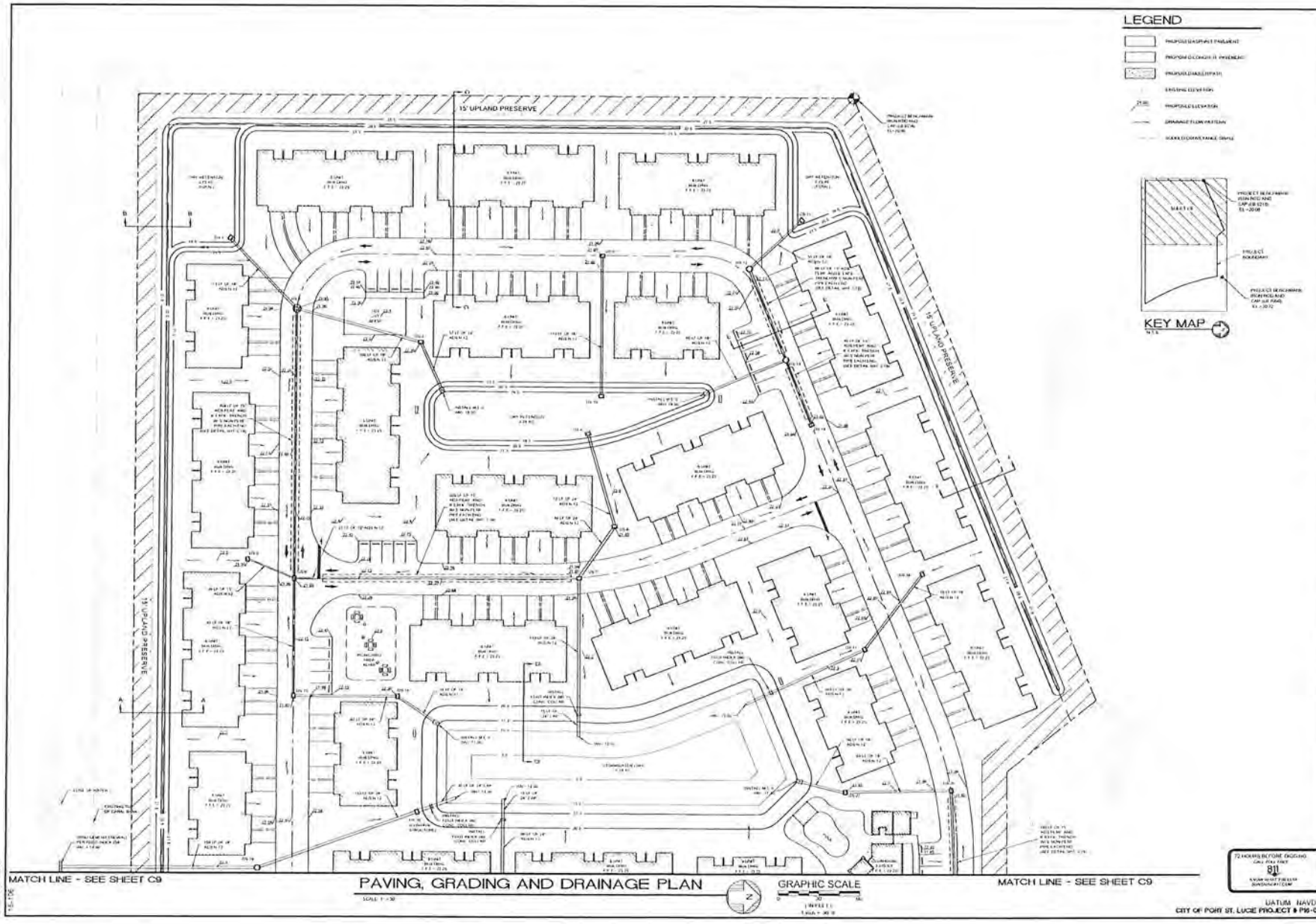
TORINO LAKES

CITY OF PORT ST. LUCIE FLORIDA

SHEET C6 OF 24

15-100


MATCH LINE - SEE SHEET C6
MATCH LINE - SEE SHEET C6
FUTURE USE
GENERAL COMMERCIAL
1.07 AC
FUTURE USE
GENERAL COMMERCIAL
1.65 AC
NW EAST TORINO PARKWAY
NW SOUTH DELWOOD DRIVE
6 UNIT BUILDING
4 UNIT BUILDING
KEY MAP
LEGEND
SEE SHEETS C12-C13 FOR
OFF-SITE ROADWAY IMPROVEMENTS
SITE PLAN
GRAPHIC SCALE
CITY OF PORT ST. LUCIE PROJECT # P18-097
REVISIONS
DATE
MBV
ENGINEERING, INC.
SITE PLAN - EAST
TORINO LAKES
C7
15-106



PAVING, GRADING AND DRAINAGE PLAN

SCALE 1" = 30'

REVISIONS	DATE

JOB NO.	15-106
DESIGNED	RTM
DRAWN	DDP
DATE	OCT 2015
CHECKED	KJB
DATE ISSUED	OCT 2015
SCALE	AS NOTED

MBV ENGINEERING, INC.
MOA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728

1835 - 20TH STREET
VERO BEACH, FL 32960
PH: (772) 569-0035
FX: (772) 778-3617

MELBOURNE FL - PH (321) 257-1310
FT. PIERCE FL - PH (772) 465-9555

PAVING, GRADING AND DRAINAGE PLAN - WEST

TORINO LAKES

CITY OF PORT ST. LUCIE FLORIDA

KARON J. BOWLES
FL P.E. #56313
DATE: NOV 28 2016

SHEET
C8
OF 24
15-106

MATCH LINE - SEE SHEET C10

MATCH LINE - SEE SHEET C10

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED BARE GROUND
- WATER MAIN
- SANITARY SEWER (GRAVITY)
- SANITARY SEWER FORCE MAIN
- CONFLICT NUMBER
- SAMPLE POINT LOCATION

CONFLICT TABLE

CONFLICT NUMBER	GROUND ELEV	UPPER PIPE	UPPER PIPE BOTTOM	LOWER PIPE	LOWER PIPE TOP	SEPARATION
18	21.8	18" STORM	18.2	8" SAN	12.6	5.6
19	21.8	8" WM	18.2	8" SAN	12.5	5.7
20	22.2	8" WM	18.5	8" SAN	12.0	6.5
21	22.0	8" WM	18.2	8" FM	14.7	1.5
22	21.6	15" STORM	18.2	8" FM	14.7	1.5
23	22.3	18" STORM	18.3	8" SAN	12.4	5.9
24	22.0	8" WM	18.3	24" STORM	16.8	1.5
25	22.0	8" SAN	16.8	24" STORM	15.3	1.5
26	21.8	8" WM	18.2	18" STORM	16.7	1.5
27	21.1	15" STORM	17.6	8" WM	16.1	1.5
28	21.2	8" WM	18.2	8" FM	16.7	1.5
29	21.2	8" WM (EAST)	18.7	8" FM	16.7	1.5
30	20.5	8" FM (EAST)	17.0	8" FM	15.5	1.5

* AT ALL UTILITY CROSSINGS ONE FULL PIPE LENGTH SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPES SO THAT JOINT SEPARATION WILL BE MAINTAINED

SANITARY STRUCTURE SCHEDULE

STRUCTURE NUMBER	TOP ELEV	INVERT ELEVATIONS: NORTH	SOUTH	EAST	WEST	BOTTOM ELEV	DESCRIPTION
SS-8	22.32		17.50				SANITARY MANHOLE
SS-9	22.58	17.30	17.30				SANITARY MANHOLE
SS-10	22.01	16.04		15.90	12.60		DROP SANITARY MANHOLE
SS-11	22.23		11.28	11.51	11.49		SANITARY MANHOLE
SS-12	22.29	11.10		11.60			SANITARY MANHOLE
SS-13	22.06			11.46	11.66		SANITARY MANHOLE w/ 4 CONC COLLAR
LIFT STA					10.51		INFILTRATION BASIN

FIRE HYDRANT SCHEDULE

HYDRANT NUMBER	GRADE ELEV	FLANGE ELEV
FH1	22.40	22.90
FH2	22.35	22.90
FH3	22.25	22.90
FH4	21.90	22.15
FH5	21.90	22.75

MATCH LINE "A-A"

MATCH LINE "A-A"

UTILITY PLAN

SCALE: 1" = 30'

GRAPHIC SCALE

(IN FEET)

1 INCH = 30 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 MISS DIG UTILITY NOTIFICATION SYSTEM, INC.

CITY OF PORT ST. LUCIE PROJECT # P18-097

REVISIONS | DATE

JOB NO. 18-09
ASSIGNED BSM
DRAWN AJB
DATE OCT 2021
CHECKED AJB
DATE ISSUED DEC 2021
SCALE AS SHOWN

1835 - 12TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0033
FX. (772) 778-3617

MELBOURNE, FL - PH (321) 241-1910
FT. PIERCE, FL - PH (772) 461-1033

MBV ENGINEERING, INC.
VERO BEACH VILANDER & ASSOCIATES
CONSULTING ENGINEERS C.O. #3128

UTILITY PLAN - EAST

TORINO LAKES

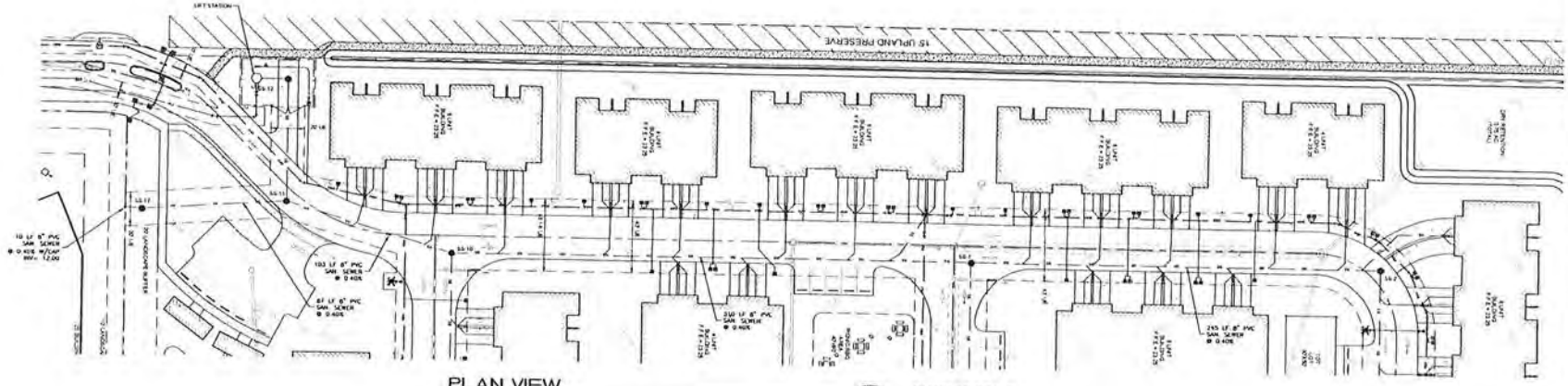
CITY OF PORT ST. LUCIE, FLORIDA

AARON J. HOWLES
FL # 62535

DATE NOV 24, 2021

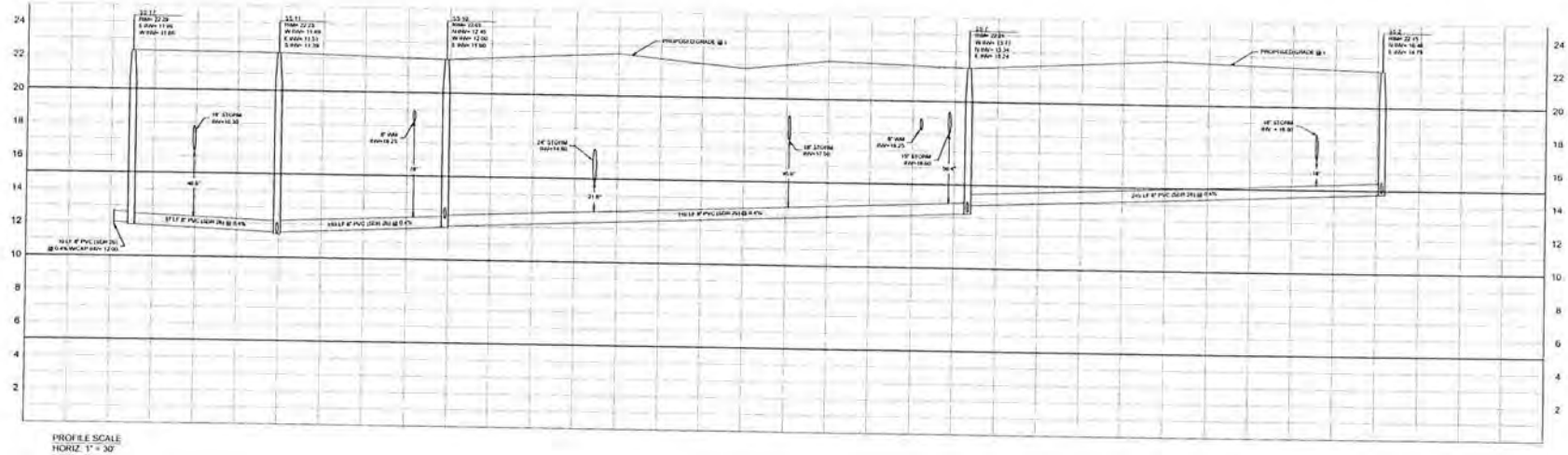
SHEET C11 OF 24

15-106



PLAN VIEW

GRAPHIC SCALE



PROFILE SCALE
HORIZ. 1" = 30'
VERT. 1" = 3'

GRAPHIC SCALE

CITY OF PORT ST. LUCIE PROJECT # P16-097

REVISIONS	DATE
1	
2	
3	
4	
5	

JOB NO.	15-106
DESIGNED	RBH
DRAWN	RJ
DATE	OCT 2015
CHECKED	AJB
DATE ISSUED	OCT 2015
SCALE	AS NOTED

MBV ENGINEERING, INC.
CIVIL & SITE DEVELOPMENT
1833 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0033
FX. (772) 778-3617
MELBOURNE, FL - PH (321) 233-0332
FT. PIERCE, FL - PH (772) 466-9051
MOK, BOWES, VILLANUEVA & ASSOCIATES
CIVIL & SITE ENGINEERING

PLAN AND PROFILE

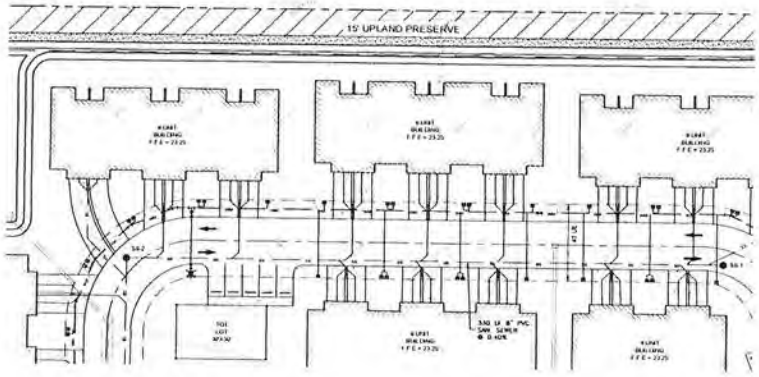
TORINO LAKES

CITY OF PORT ST. LUCIE FLORIDA

AARON J. BOWES
FL P.E. #50313
DATE: NOV. 28, 2016

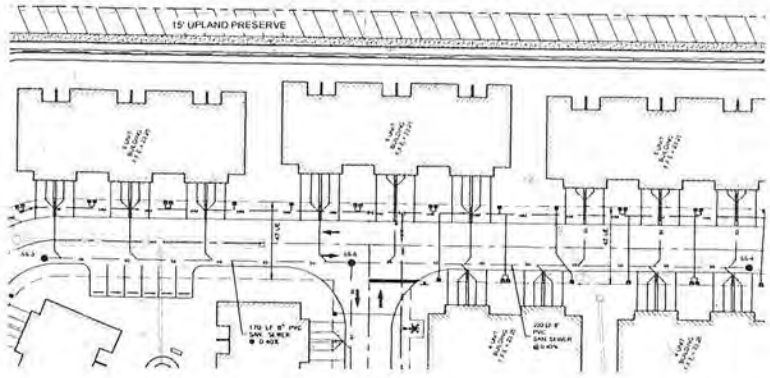
SHEET
C12
OF 24
15-106

15-106



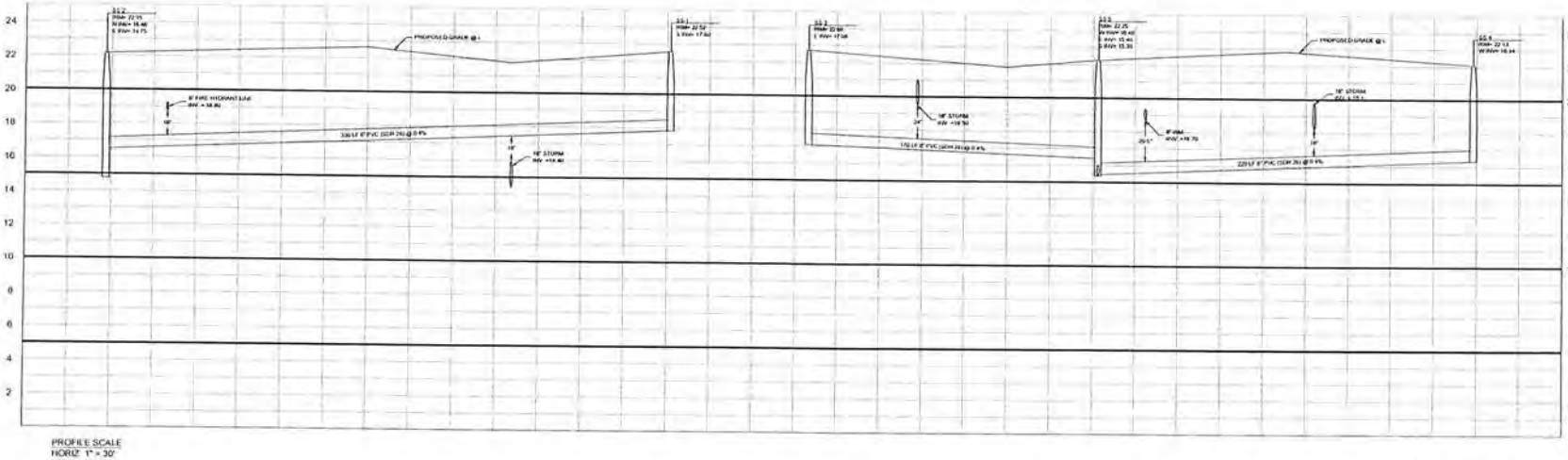
PLAN VIEW

GRAPHIC SCALE



PLAN VIEW

GRAPHIC SCALE



PROFILE SCALE
HORIZ 1" = 30'
VERT 1" = 3'

GRAPHIC SCALE

CITY OF PORT ST. LUCIE PROJECT # P16-097

REVISIONS	DATE
1 REVISIONS PER CAP & COMMENTS	3/14/16
2 REVISIONS PER CAP & COMMENTS	11/30/16
3	
4	
5	
6	

JOB NO.	15-106
DESIGNED	RTM
DRAWN	DSR
DATE	OCT 2015
CHECKED	AJB
DATE ISSUED	OCT 2015
SCALE	AS NOTED

MBV ENGINEERING, INC.
MDA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
FX. (772) 778-3617
MELBOURNE, FL PH (321) 253-1510
FT. PIERCE, FL PH (772) 466-9055

PLAN AND PROFILE

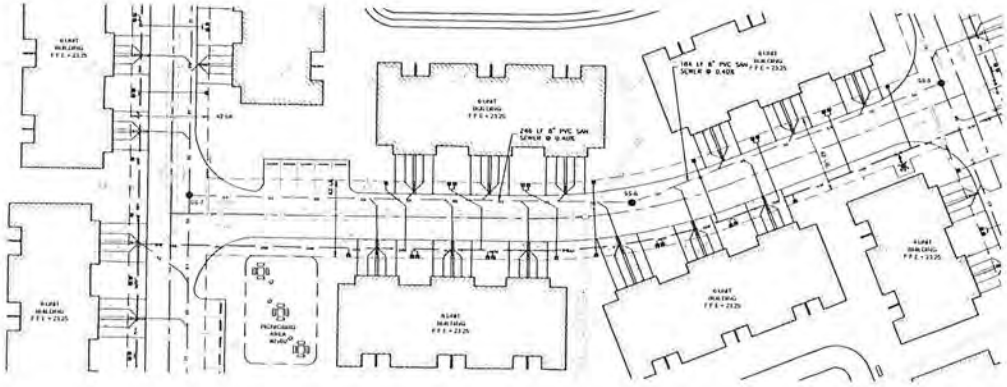
TORINO LAKES

CITY OF PORT ST. LUCIE FLORIDA

AARON J. BOWLES
FL P.E. #58315
DATE NOV 28 2016

SHEET
C13
OF 24
15-106

15-106



PLAN VIEW

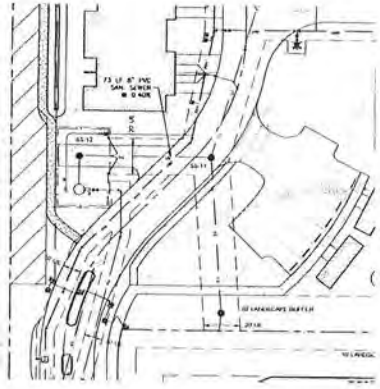
SCALE 1" = 30'

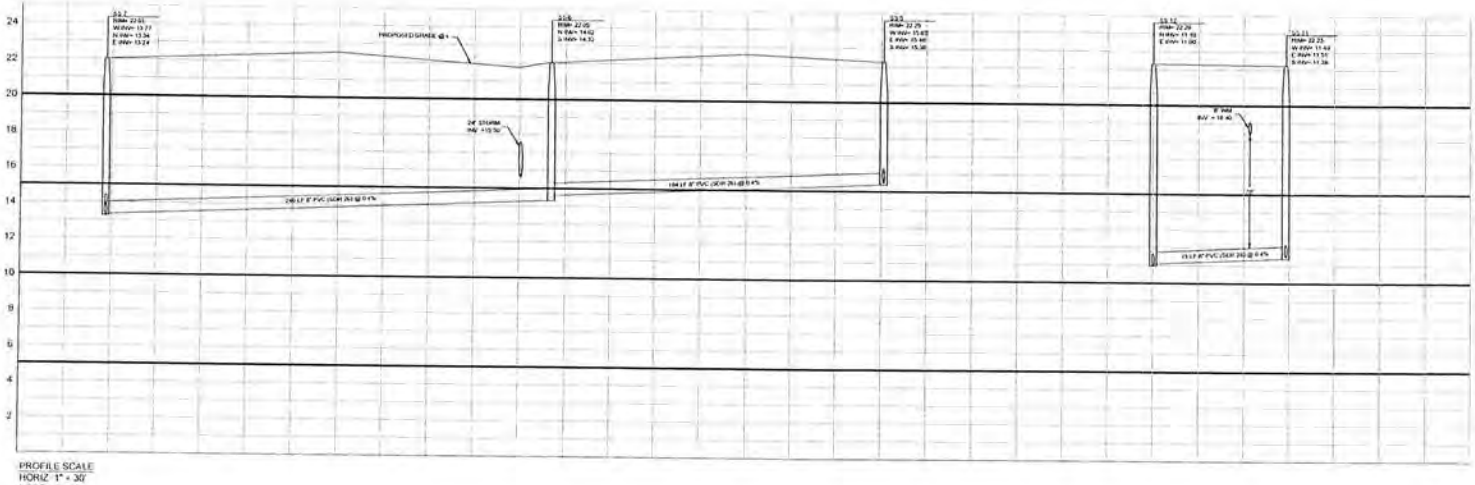
GRAPHIC SCALE

0 30 60

(IN FEET)

1 inch = 30 ft





PROFILE SCALE
HORIZ 1" = 30'
VERT 1" = 3'

GRAPHIC SCALE

0 30 60

(IN FEET)

1 inch = 30 ft

CITY OF PORT ST. LUCIE PROJECT # P16-097

REVISIONS	DATE

JOB NO	15-106
DESIGNED	RSM
DRAWN	SWR
DATE	OCT 2015
CHECKED	AJB
DATE ISSUED	OCT 2015
SCALE	AS NOTED

MBV ENGINEERING, INC.
MOA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA 4728

1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
FX. (772) 778-3617

MELBOURNE, FL - PH (321) 233-1510
FT. PIERCE, FL - PH (772) 464-9031

PLAN AND PROFILE

TORINO LAKES

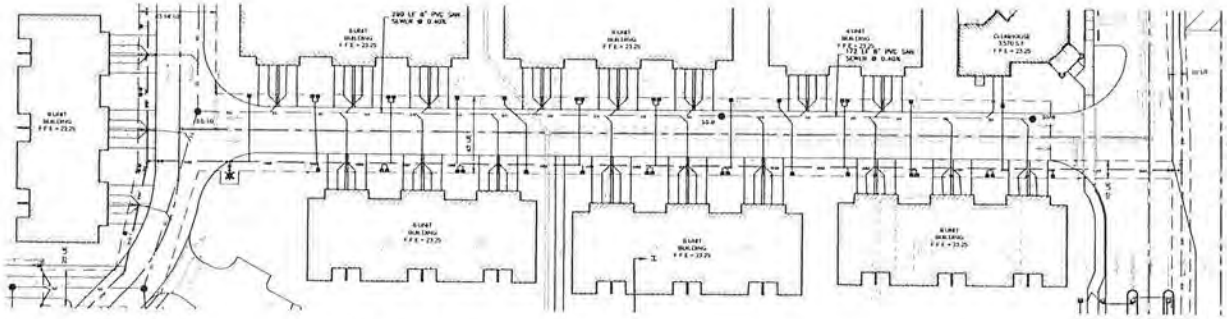
CITY OF PORT ST. LUCIE FLORIDA

AARON J. BOWLES
FL P.E. #50313

DATE NOV 28 2016

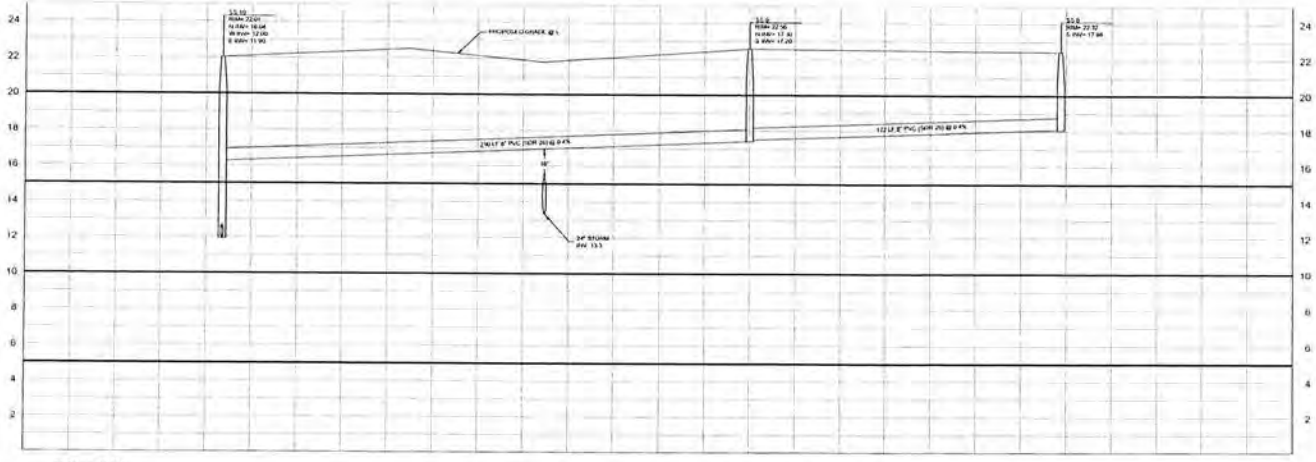
SHEET
C14
OF 24

15-106



PLAN VIEW

GRAPHIC SCALE



PROFILE SCALE
HORIZ. 1" = 30'
VERT. 1" = 3'

GRAPHIC SCALE

CITY OF PORT ST. LUCIE PROJECT # P16-097

REVISIONS	DATE
1 RECEIVED REF GIRL COMMENTS	3/3/16
2 REVISION REF GIRL COMMENTS	10/29/16
3	
4	
5	
6	

JOB NO.	15-106
DESIGNED	MJW
DRAWN	DDN
DATE	OCT 2015
CHECKED	AJB
DATE ISSUED	OCT 2015
SCALE	AS NOTED

MBV ENGINEERING, INC.
MIDA BOWLES VILLANUEVA & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0033
FX. (772) 778-3417
MELBOURNE, FL - PH (321) 333-1510
FT. PIERCE, FL - PH (772) 448-9033

PLAN AND PROFILE

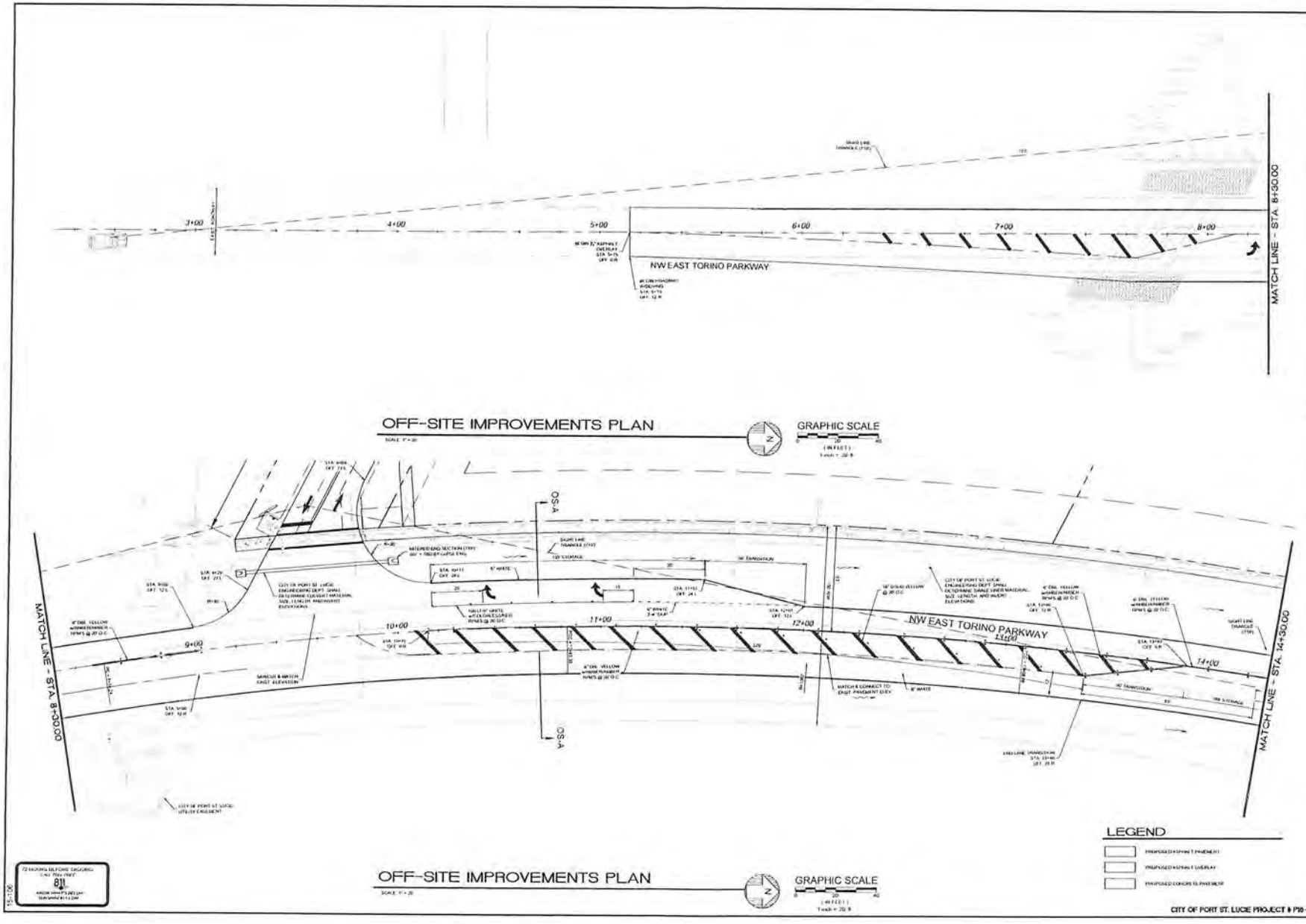
TORINO LAKES

CITY OF PORT ST. LUCIE FLORIDA

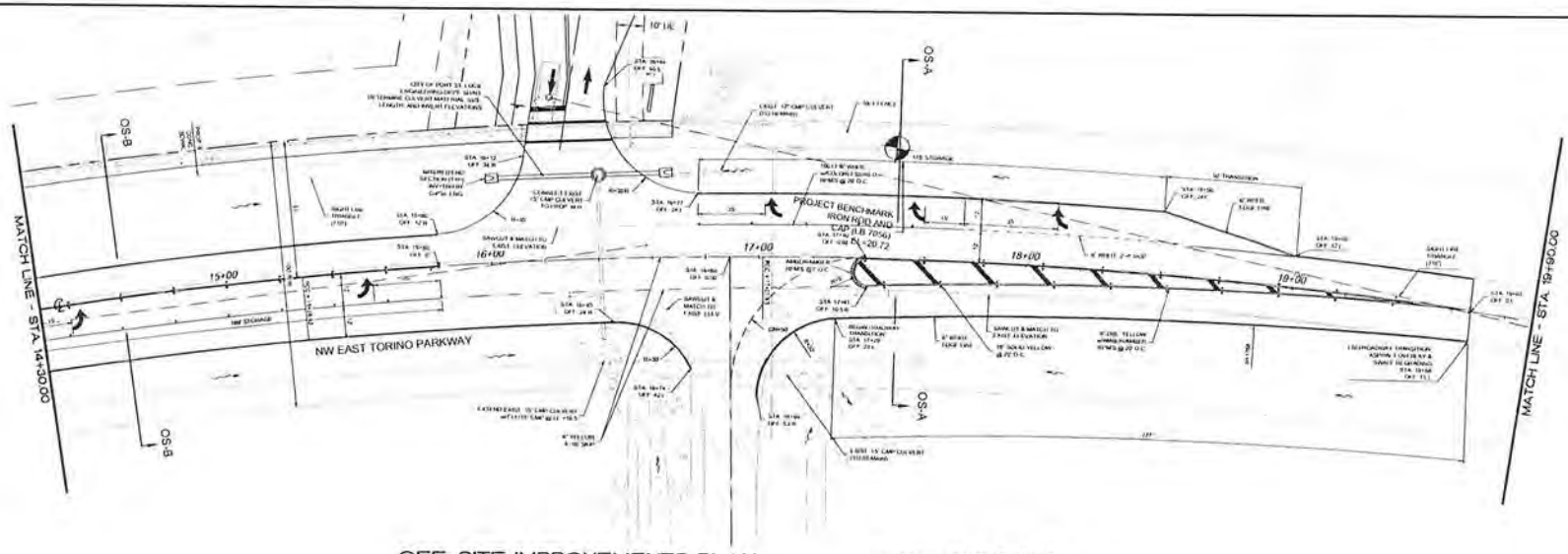
AARON J. BOWLES
FL P.E. #55313
DATE NOV 28 2016

SHEET
C15
OF 24
15-106

15-106



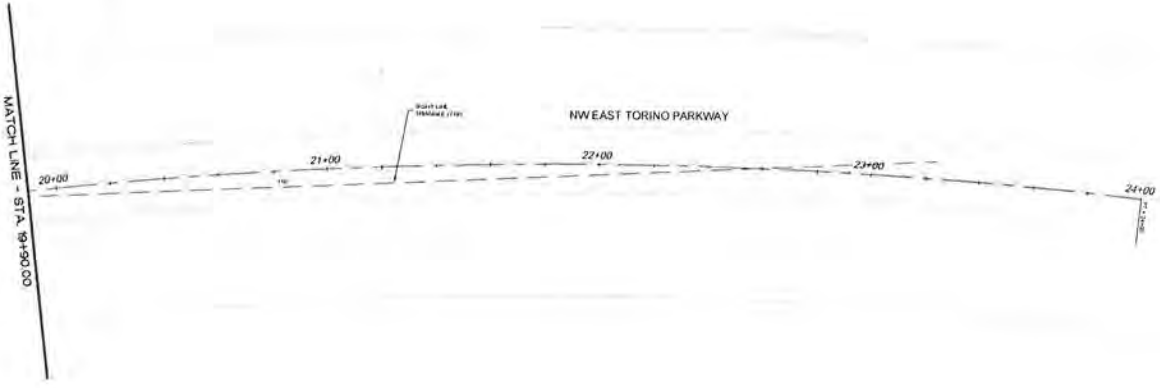
3+00
4+00
5+00
6+00
7+00
8+00
NW EAST TORINO PARKWAY
MATCH LINE - STA. 8+30.00
OFF-SITE IMPROVEMENTS PLAN
GRAPHIC SCALE
OS-A
9+00
10+00
11+00
12+00
13+00
14+00
NW EAST TORINO PARKWAY
MATCH LINE - STA. 8+00.00
MATCH LINE - STA. 14+30.00
LEGEND
OFF-SITE IMPROVEMENTS PLAN
GRAPHIC SCALE
CITY OF PORT ST. LUCIE PROJECT # P18-097
REVISIONS
DATE
JOB NO.
DESIGNED
DRAWN
DATE
CHECKED
DATE ISSUED
SCALE
MBV ENGINEERING, INC.
OFF-SITE IMPROVEMENTS PLAN
TORINO LAKES
CITY OF PORT ST. LUCIE
FLORIDA
AARON J. BOWLES
DATE: NOV. 28, 2016
SHEET
C16
OF 24
15-106



OFF-SITE IMPROVEMENTS PLAN

SCALE 1" = 20'

GRAPHIC SCALE



LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT OVERLAY
- PROPOSED CONCRETE PAVEMENT

OFF-SITE IMPROVEMENTS PLAN

SCALE 1" = 20'

GRAPHIC SCALE

CITY OF PORT ST. LUCIE PROJECT # P16-097

REVISIONS	DATE
1 RESPONDED TO CITY COMMENTS	3-7-2016
2 RESPONDED TO CITY COMMENTS	11-29-16

JOB NO.	15-106
DESIGNED	ASM
DRAWN	GDS
DATE	OCT. 2015
CHECKED	AJB
DATE ISSUED	OCT. 2015
SCALE	AS NOTED

MBV ENGINEERING, INC.
CIVIL ENGINEERS, SURVEYORS & ASSOCIATES
CONSULTING ENGINEERS C.A. # 7788
1811 - 23rd STREET
VERO BEACH, FL 32960
PH. (772) 569-0033
FX. (772) 778-3617
PELICAN BAY, FL - PH (941) 233-3310
FT. PIERCE, FL - PH (772) 468-5015

OFF-SITE IMPROVEMENTS PLAN

TORINO LAKES

CITY OF PORT ST. LUCIE FLORIDA

ANSON J. BOWKES
FL P.E. #56311
DATE: NOV. 28 2016

SHEET C17 OF 24

15-106

CHECK BEFORE DIGGING
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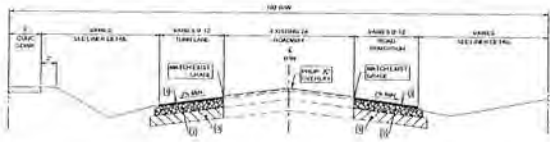
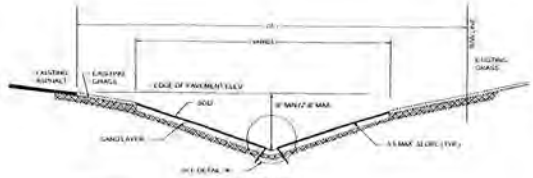
WWW.SUNSHINEFLCOM
SUNSHINEFLCOM

15-106



OFF-SITE SECTION OS-A

OFF-SITE SECTION OS-B



SECTION VIEW

DETAIL "A"

NOTES:

1. SWALE ENDS TO BE SECTION OF 12" SMOOTH INNER WALL HDPE CORRUGATED SLACK PLASTIC PIPE
2. 12" DIAMETER X 12" LONG PVC WITH CAP (SEE DETAILS THIS) LINER AT CORRUGATION EQUAL DISTANCE (UPPER 20' LENGTH)
3. SOD SHALL BE LAID OVER A 2" THICK SAND LAYER
4. ALLOW A 1/2" GAP BETWEEN LINER SECTIONS FOR EXPANSION

CoPSL PLASTIC SWALE LINER INSTALLATION DETAIL

NOTES:

OFF-SITE PAVEMENT NOTES:

1. THE WEARING SURFACE SHALL BE 2½" THICK (DRY IN TWO LIFTS THE FIRST LIFT SHALL BE 1½" THICK FC-12.5 ASPHALTIC CONCRETE. THE SECOND LIFT SHALL BE PLACED AFTER ALL CONSTRUCTION IS COMPLETE AND SHALL BE 1" TYPE FC-9.5 ASPHALTIC CONCRETE. OVER THROUGH THE SURFACE COURSE SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM LABORATORY MARSHALL DENSITY.
2. THE BASE COURSE SHALL BE LIMEROCK (DRY-THIS) 8" THICK COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (NOW 5 TOOTS), PLACED IN LIFTS NOT TO EXCEED 6 INCHES.
3. ALL GRADING AND WELDING MATERIAL WITHIN THE LIMITS SHOWN WITH BE REMOVED AND REPLACED WITH CLEAN FILL. THE SUBBASE SHALL EXTEND 12" BEYOND THE BASE COURSE. SHALL HAVE A MINIMUM DRY BENCHT OF 175 PCF AND SHALL BE COMPACTED TO 100% OF MAXIMUM DRY DENSITY PER A.S.H.T.O. SPECIFICATION T-180 METHOD "C" MINIMUM LIFT TO 6" KO.

OFF-SITE GENERAL NOTES:

1. TURN LANES & ROADWAY TRANSITIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARDS.
2. ALL PAVEMENT MARKING SIGNS REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT & MUTCD STANDARDS.
3. DIAMETER LENGTH AND ELEVATION OF PROP STORM DRAINAGE WITHIN THE RIGHT OF WAY TO BE PROVIDED BY THE CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT.
4. SIGNS & LINES TO BE INSTALLED WITHIN SWALES ADJACENT TO THE ROADWAY WITHOUT MEANS OF ACCESS TO BE PROVIDED BY THE CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT.

CITY OF PORT ST. LUCIE PROJECT # P16-097

REVISIONS	DATE
1 ADDRESS COMMENTS	10/26/16
2 ADDRESS COMMENTS	10/26/16

JOB NO. 15-100
PREPARED SCB
DRAWN SCB
DATE 10/12/2015
CHECKED AS
DATE ISSUED 10/12/2016
SCALE AS NOTED

MBV ENGINEERING, INC.
1835 - 20TH STREET
VERO BEACH, FLORIDA 32960
PH. (772) 563-1373
FX. (772) 770-3417
MELBOURNE, FL - PH (321) 951-1510
FT. PIERCE, FL - PH (772) 466-3651
MBV ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS CA #3728

OFF-SITE IMPROVEMENTS DETAILS

TORINO LAKES

CITY OF PORT ST. LUCIE

APPROVED BY SWFWMD
FL PE #56213
DATE: NOV 28, 2016

SHEET C18 OF 24
15-100

CONSTRUCTION DRAWING
CALL BEFORE YOU DIG!
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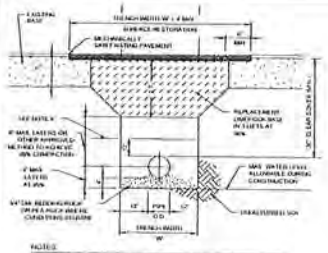
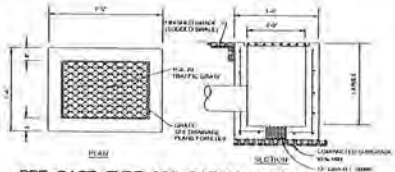
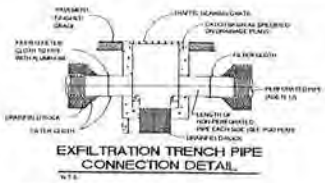


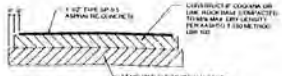
(PAVED AREAS)
TRENCH DETAIL
N.T.S.



PRE-CAST TYPE 'C' CATCH BASIN
N.T.S.

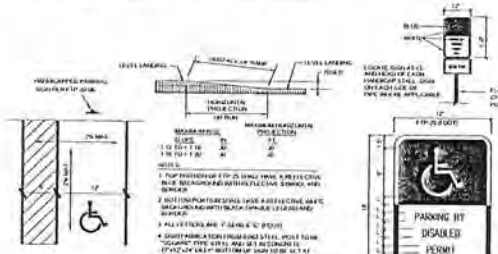


EXFILTRATION TRENCH PIPE CONNECTION DETAIL
N.T.S.

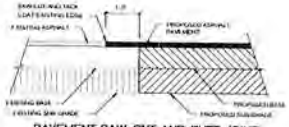


ON-SITE FLEXIBLE PAVEMENT SECTION
N.T.S.

CONCRETE PAVEMENT SECTION
(ALTERNATE)
N.T.S.

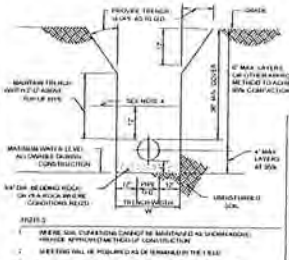


HANDICAPPED PARKING DETAILS
N.T.S.

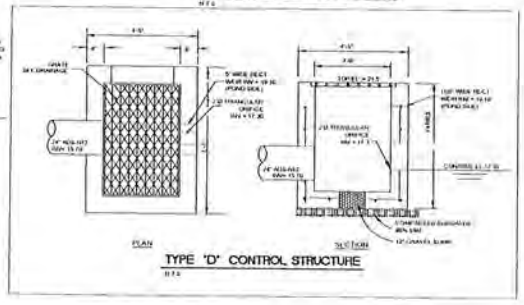


PAVEMENT SAW-CUT AND BUTT JOINT
N.T.S.

PAVEMENT SAW-CUT AND BUTT JOINT
(ALTERNATE)
N.T.S.



(UNPAVED AREAS)
TRENCH DETAIL
N.T.S.



TYPE 'D' CONTROL STRUCTURE
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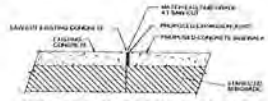
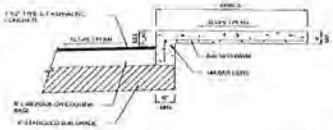
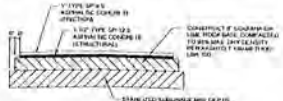


CONCRETE SAW-CUT AND BUTT JOINT
N.T.S.



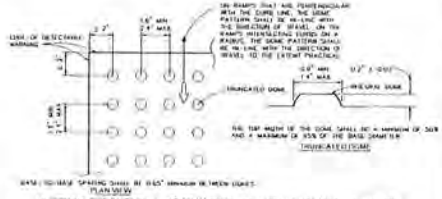
CONCRETE SIDEWALK ADJACENT TO BUILDING DETAIL



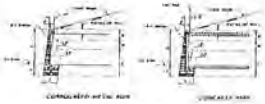
OFF-SITE FLEXIBLE PAVEMENT SECTION
N.T.S.

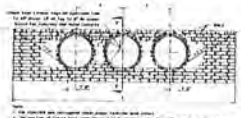
ON-SITE CONCRETE SIDEWALK DETAIL
N.T.S.

EXFILTRATION TRENCH SECTION
N.T.S.

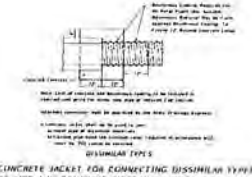


CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.



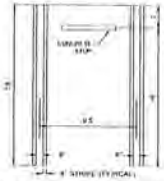


F.D.O.T. INDEX 258 SAND CEMENT ENDWALL
N.T.S.



CONCRETE JACKET FOR CONNECTING DISSIMILAR TYPES OF PIPE AND CONCRETE PIPES WITH DISSIMILAR JOINTS

F.D.O.T. INDEX 280 CONCRETE COLLAR
N.T.S.



TYPICAL PARKING SPACE STRIPING DETAIL
N.T.S.

PRE-CAST CONCRETE WHEEL STOP DETAIL
N.T.S.

REVISIONS	DATE

MBV ENGINEERING, INC.
VOLK BOWLES VILLANTAP & ASSOCIATES
CONSULTING ENGINEERS

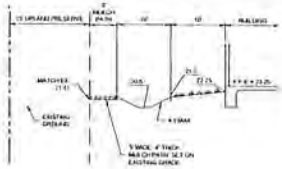
PAVING, GRADING AND DRAINAGE DETAILS

TORINO LAKES

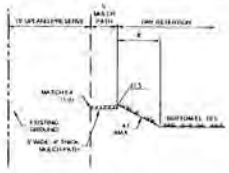
AARON J. BOWLES
P.E. #62231
DATE: NOV 26 2014

SHEET
C19
OF 24
15-108

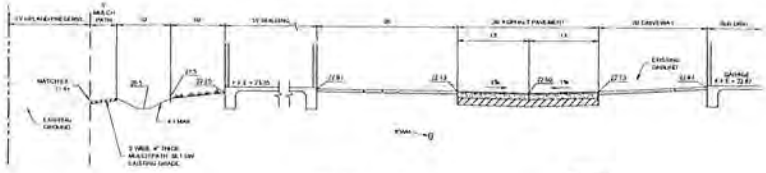
CITY OF PORT ST. LUCIE PROJECT # P16-007



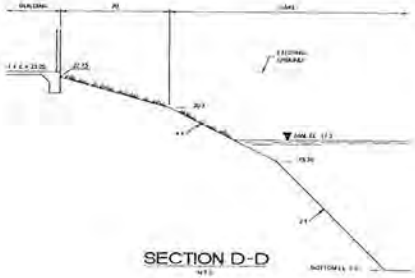
SECTION A-A



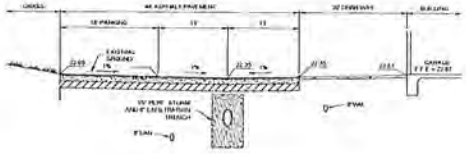
SECTION B-B



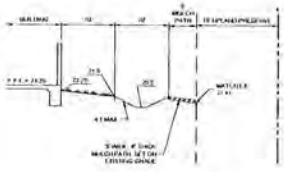
SECTION C-C



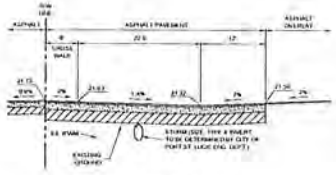
SECTION D-D



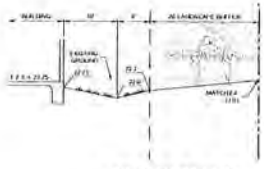
SECTION E-E



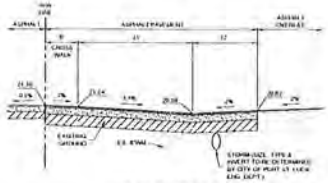
SECTION F-F



SECTION G-G



SECTION H-H



SECTION I-I

DRAINAGE STRUCTURE SCHEDULE

STRUCTURE NUMBER	TOP ELEV	INVERT ELEVATIONS NORTH	SOUTH	EAST	WEST	BOTTOM ELEV	DESCRIPTION
DS-1	19.00	15.80				14.30	TYPE "C" DITCH BOTTOM INLET
DS-2	21.85	16.80	16.80	16.80		16.30	TYPE "C" DITCH BOTTOM INLET WITH SPLASH BOTTOM TYPE "J"
DS-3	22.70		16.50	16.50		16.00	TYPE "C" DITCH BOTTOM INLET
DS-4	19.00			16.60		16.10	TYPE "C" DITCH BOTTOM INLET
DS-5	21.50	18.00				17.50	TYPE "C" DITCH BOTTOM INLET
DS-6	21.85	18.60	17.80	17.80	18.00	17.30	TYPE "C" DITCH BOTTOM INLET
DS-7	21.60		18.80	13.50	15.50	13.00	TYPE "C" DITCH BOTTOM INLET
DS-8	21.85			16.50	16.50	16.00	TYPE "C" DITCH BOTTOM INLET
DS-9	21.85			16.85		16.35	TYPE "C" DITCH BOTTOM INLET
DS-10	19.50				16.25	15.65	TYPE "C" DITCH BOTTOM INLET
DS-11	18.50		15.50			15.00	TYPE "C" DITCH BOTTOM INLET
DS-12	22.50	18.50		18.60		18.00	TYPE "P" STORM MANHOLE
DS-13	22.10		18.50	18.60	18.60	18.10	TYPE "P" STORM MANHOLE
DS-14	21.85				18.60	18.10	TYPE "C" DITCH BOTTOM INLET
DS-15	21.60	17.50			17.50	17.00	TYPE "C" DITCH BOTTOM INLET
DS-16	22.50	17.40	17.40			16.90	TYPE "C" DITCH BOTTOM INLET
DS-17	22.15	16.60	12.70			13.20	TYPE "C" DITCH BOTTOM INLET
DS-18	22.00		15.10			17.60	TYPE "C" DITCH BOTTOM INLET
DS-19	22.35	14.70	14.70			13.90	TYPE "C" DITCH BOTTOM INLET
DS-20	21.30	13.00	10.00			12.70	MOD TYPE "C" DITCH BOTTOM INLET (SEE MTC INFORMATION)
DS-21	21.85	18.25				17.85	TYPE "C" DITCH BOTTOM INLET
DS-22	21.85	18.60	18.60	13.30	13.30	13.00	TYPE "C" DITCH BOTTOM INLET
DS-23	22.00			13.10	13.30	12.80	TYPE "C" DITCH BOTTOM INLET
DS-24	21.85		18.60	15.45	18.60	16.85	TYPE "C" DITCH BOTTOM INLET
DS-25	21.50				18.25	17.75	TYPE "C" DITCH BOTTOM INLET
DS-26	21.85		18.50	18.60		18.00	TYPE "C" DITCH BOTTOM INLET
DS-27	21.85	18.20	18.20			17.70	TYPE "C" DITCH BOTTOM INLET
DS-28	21.85		14.00	14.15	15.20	14.15	TYPE "C" DITCH BOTTOM INLET
DS-29	21.50				18.20	15.00	TYPE "C" DITCH BOTTOM INLET
DS-30	22.00	16.20	16.20			15.70	TYPE "C" DITCH BOTTOM INLET
DS-31	21.85	16.80	16.80			15.80	TYPE "C" DITCH BOTTOM INLET
DS-32	21.90	16.85		16.85		16.35	TYPE "C" DITCH BOTTOM INLET
DS-33	22.00			17.10	17.10	16.60	TYPE "P" STORM MANHOLE
DS-34	21.00				17.25	17.25	TYPE "C" DITCH BOTTOM INLET

* INV CATCH BASINS TO MEET FDOT INDEX # 110 AND INC LOND MEANING UNLESS OTHERWISE NOTED

CITY OF FORT ST. LUCIE PROJECT # P16-097

REVISIONS | DATE

JOB NO. 15-106
DESIGNED BSL
DRAWN SMR
DATE 05-7-2015
CHECKED N/A
DATE ISSUED 05-2015
SCALE AS NOTED

1835 - 20TH STREET
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MBV ENGINEERING, INC.
VOAL BEACH VILLANUEVA & ASSOCIATES
CONSULTING ENGINEERS C.A. #7728

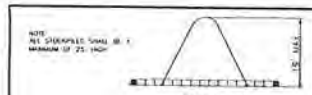
CROSS SECTIONS

TORINO LAKES

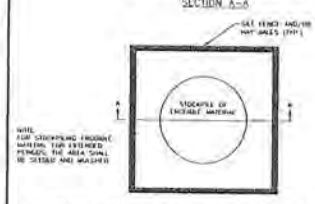
CITY OF FORT ST. LUCIE FLORIDA

AARON J. BOWLES
FL P.E. #56319
DATE: NOV 28 2016

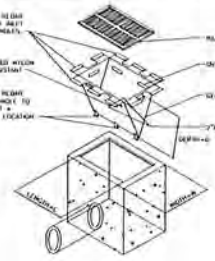
SHEET
C20
OF 24
15-106



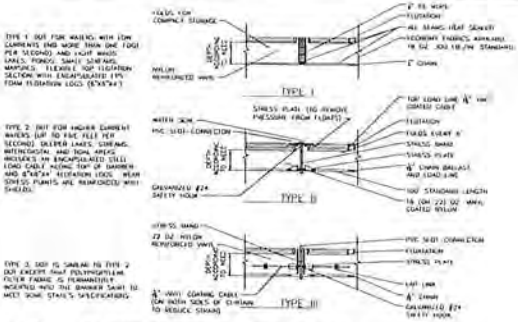
SECTION A–A

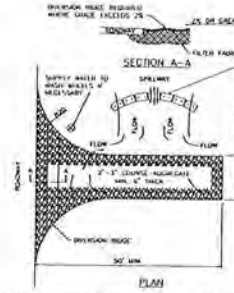


SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL - N.T.S.



FILTER SOCKS FOR GRATED INLETS AND STABILIZED ROADWAYS - N.T.S.

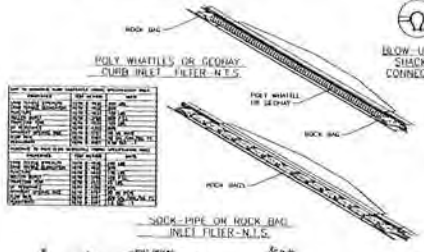




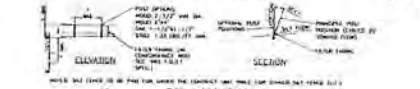
SECTION A–A

PLAN

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT - N.T.S.

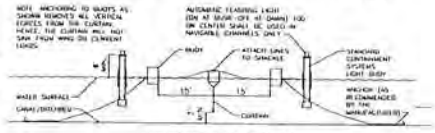


POLY WHATTLES OR GEONAY CURB INLET FILTER - N.T.S.

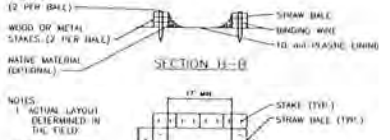


SOCK-PIPE ON ROCK BAG INLET FILTER - N.T.S.

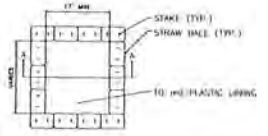
BLOW-UP OF SHACKLE CONNECTION



ORIENTATION WHEN INSTALLED (FINAL SITUATION - TYPE III) - N.T.S.



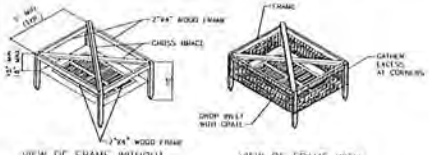
SECTION B–B



PLAN

TYPE "ABOVE GRADE" WITH STRAW BALES

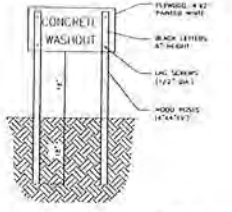
CONCRETE & STUCCO WASTE MANAGEMENT - N.T.S.



VIEW OF FRAME WITHOUT SILT FENCE

VIEW OF FRAME WITH SILT FENCE

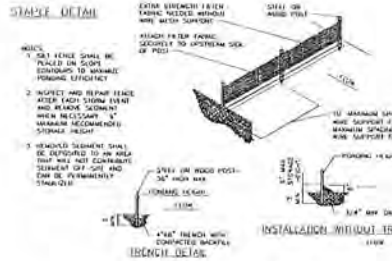
SILT FENCE INLET PROTECTION - N.T.S.



CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)

PROTECTIVE FENCING FOR TREES - N.T.S.

STAPLE DETAIL



TRENCH DETAIL

INSTALLATION WITHOUT TRENCHING

TYPE IV SILT FENCE - N.T.S.

EROSION AND SEDIMENT CONTROL NOTES

Construction activities can result in the generation of significant amounts of pollutants which may have a serious or greater impact. One of the primary pollutants of surface waters is sediment due to erosion. Excessive quantities of sediment which reach water bodies of Southwest Florida have been shown to adversely affect their physical, biological and chemical properties. Transported sediment can: obstruct natural channels, reduce hydraulic capacity of water bodies, of floodplains, reduce the through capacity of culverts and other works, and damage aquatic boundaries and fish spawning substrates by siltation. Excessive suspended sediments reduce light penetration and therefore reduce primary productivity.

REMEMBER THAT:

1. Sediment basins and traps, permanent dikes, sediment barriers and other measures intended to trap sediment must be constructed as a first step in any land-disturbing activity and shall be made functional before any other construction takes place.
2. No sediment control measures are to be relocated or removed without approval of the inspector. Sediment control measures shall be constructed to prevent sediment or trash from floating or flowing, and be when not practicable.
3. Temporary or permanent, but inactive areas shall be seeded or covered in a manner so as to be effective within 7 days after final grade is reached; (2) any portion of the site. Temporary soil stabilization shall be applied within seven days to remaining areas that may not be at final grade but will remain undisturbed for longer than 30 days. Permanent stabilization shall be applied to areas that are to be left undisturbed for more than one year.
4. During construction of the project, soil stockpiles must be stabilized or protected with sediment trapping measures. The applicant is responsible for the temporary protection and permanent stabilization of all soil disturbed on site or not intentionally transported from the project site.
5. A permanent vegetation cover shall be established on disturbed areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until a ground cover is in fence that, in the opinion of the inspector, is mature enough to survive and will retard erosion.
6. Sedimentation measures shall be applied to subject disturbances until the items listed in the inspector immediately after installation.
7. Surface runoff from detention areas shall be composed of flow from drainage areas greater than or equal to three acres shall be controlled by a sediment basin. The sediment basin shall be designed and constructed to accommodate the anticipated sediment loading from the land disturbing activity. The design storm or a storm through shall take into account the total drainage area flowing through the disturbed area to be served by the basin.
8. After any significant rainfall, sediment control structures will be inspected for integrity. Any damaged devices shall be corrected immediately.
9. Concrete and runoff that not flow into or to fill basin unless combined with an adequate temporary or permanent channel, flume or slope drain structure.
10. Wherever water seeps from a slope face, adequate drainage or other protection shall be provided.
11. Sediment will be prevented from entering any storm drain system, ditch or channel. All spoil piles must be made operable during construction shall be protected so that sediment laden water cannot enter the conveyance system without first being filtered or otherwise treated to remove sediment.
12. Before temporary or more, considerable disturbance occurs on a site, a stabilized site entrance shall be installed to the satisfaction of the inspector and any required temporary or permanent channel or flow shall be installed to both the conveyance channel and receiving channel.
13. Mud and dirt on the roadway(s) is prohibited; particular shall be taken to minimize mud and dirt tracked onto or dropped, transported and deposited the work area or the grade of which provide flowing conditions. Non-stable material shall be cured to the satisfaction of the inspector and inspections. Earthen fill may be used for these structures if approved by inspection and maintenance.
14. Dust at the work site shall be controlled by watering as necessary. A temporary street cleaning operation of construction vehicles shall be provided.
15. The last and barrier of a watercourse shall be restored immediately after work in that watercourse is completed.
16. Periodic inspection and maintenance of all erosion control structures must be provided to ensure intended purpose is accomplished. The Developer, owner and/or contractor shall be continually responsible for all sediment leaving the property. Sediment control measures shall be in working condition at the end of each working day.
17. Silting of adjacent utility lines shall be avoided in accordance with the following standards in addition to other applicable criteria:
    a. No more than 300 linear feet of trench may be opened at one time.
    b. Excavated material shall be placed on the uphill side of trenches.
    c. Effective barriers downstream from the work area shall be placed in ground through an approved sediment trapping device, in field, and discharged in a manner that does not adversely affect flowing streams or off site property.
    d. Excavated spoil shall be compacted in accordance with these regulations.
18. Where construction vehicle access routes intersect paved public roads, provisions shall be made to minimize the transport of sediment by tracking onto the paved surface, where sediment is transported onto a paved road surface, with hours and days, the road shall be cleaned thoroughly at the end of each day. Sediment shall be removed from the roads by shoveling or sweeping and transported to a control of sediment disposal area. Street washing shall be allowed only after sediment is removed at the source. This provision shall apply to individual subdivision lots as well as to larger land disturbing activities.
19. All temporary erosion and sediment control measures shall be removed within 30 days after final site stabilization or after the temporary measures are no longer needed. Trap deposits in the manner. Disturbed soil areas resulting from the removal of temporary measures shall be immediately stabilized to prevent further erosion and sedimentation.
20. Properties and waterways downstream from construction sites shall be protected from sediment deposition and erosion.
21. Where practicable, shall be directed in conjunction with construction of each phase.
22. Erosion control design and construction must follow the requirements in Index Nos. 104, 105 and 106 of FDOT Roadway and Traffic Design Standards.
23. The Engineer may approve modifications or other items to the minimum control criteria due to site specific conditions.

REVISIONS	DATE
1 Incorporated FDEP comments	2/7/11
2 Incorporated FDEP comments	1/28/11
3	
4	
5	

JOB NO. / DESIGNED / DRAWN / DATE / CHECKED / DATE ISSUED / SCALE

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EROSION CONTROL DETAILS

TORINO LAKES

CITY OF PORT ST. LUCIE

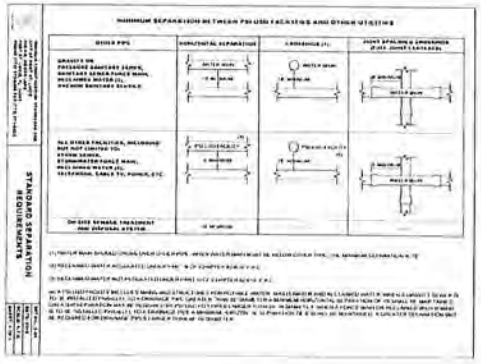
MAPLE & DIXIE TL 41 & 43

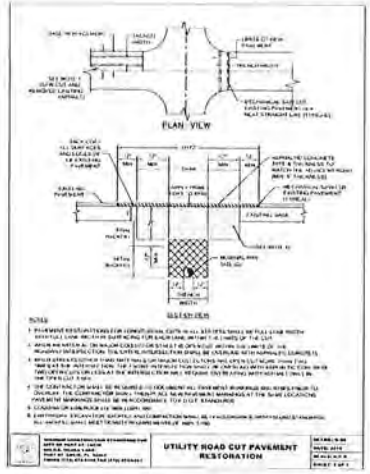
DATE: NOV. 29, 2010

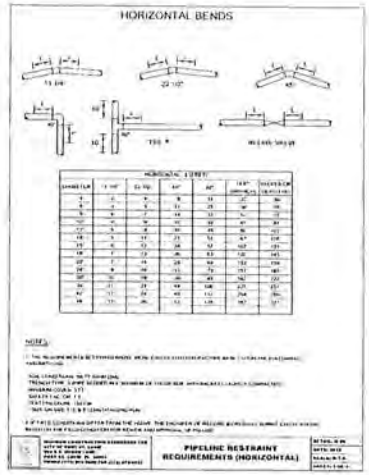
SHEET C21 OF 24

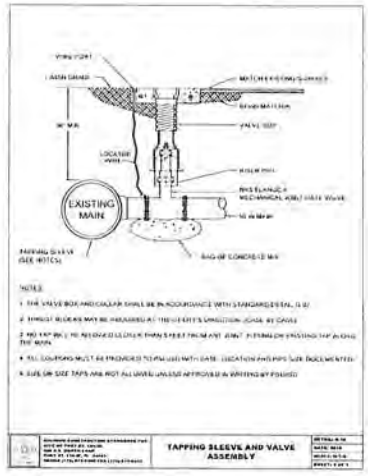
15-108

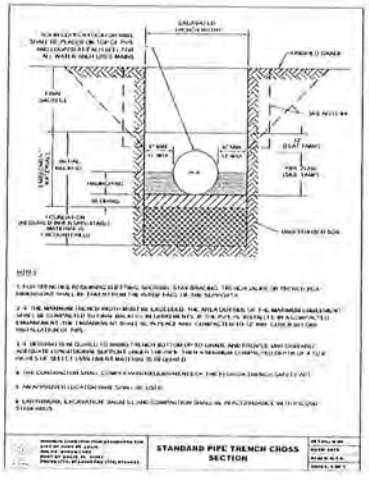
CITY OF PORT ST. LUCIE PROJECT # P16-047

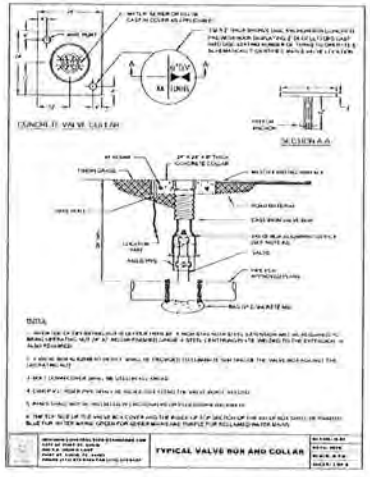


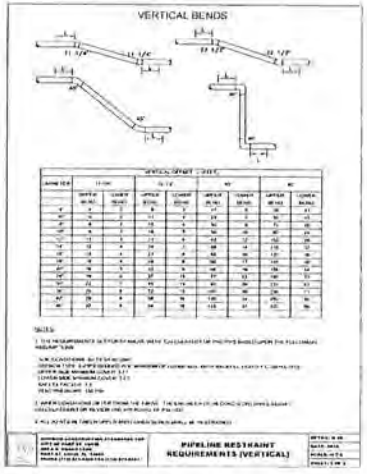


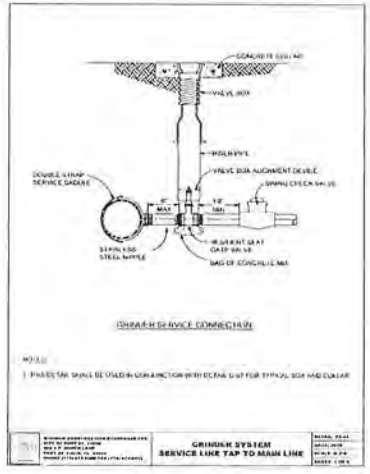












REVISIONS | DATE

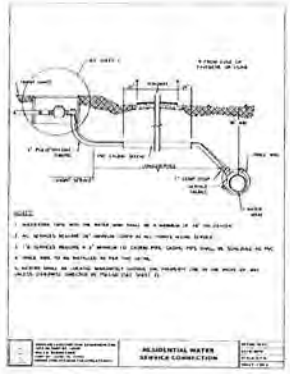
MBV ENGINEERING, INC.

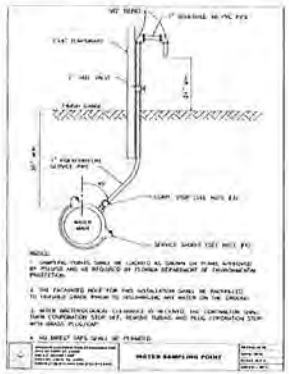
UTILITY DETAILS

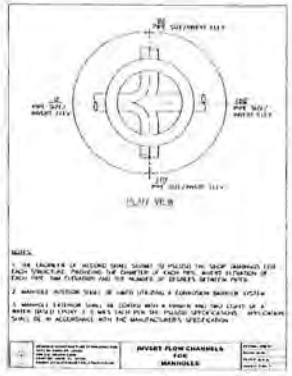
TORINO LAKES

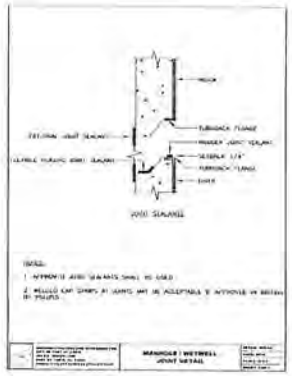
SHEET C22 OF 24

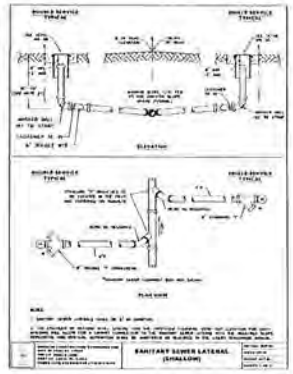
CITY OF PORT ST. LUCIE PROJECT # P16-097

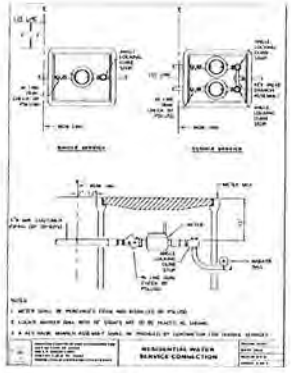


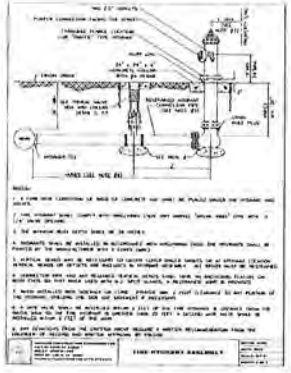


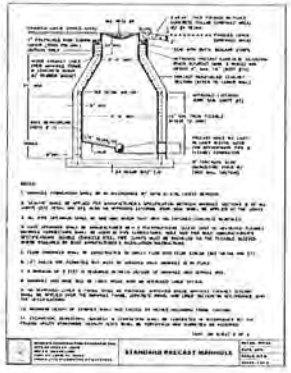


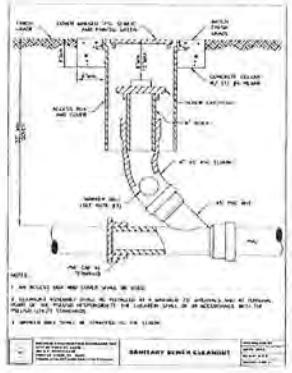


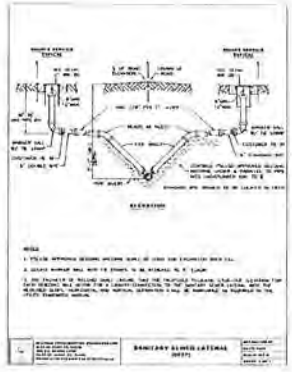


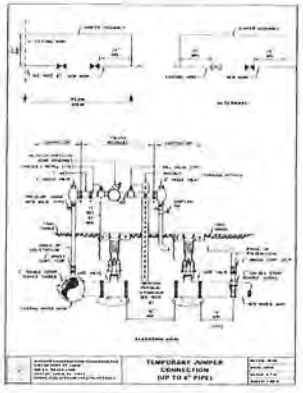












REVISIONS | DATE

DESIGNED | DATE
DRAWN | DATE
CHECKED | DATE
DATE REVISED | OCT 2015

MBV ENGINEERING, INC.
1815 - 20TH STREET
VERO BEACH, FL 32960
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FT. PIERCE, FL PH (772) 466-9313
WBE SERVICES VALMAZAR & ASSOCIATES
CONSULTING ENGINEERING C.A. #2728

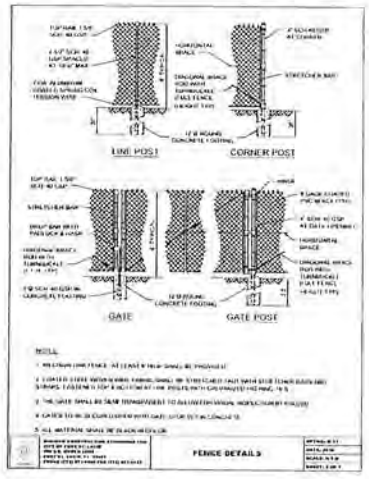
UTILITY DETAILS

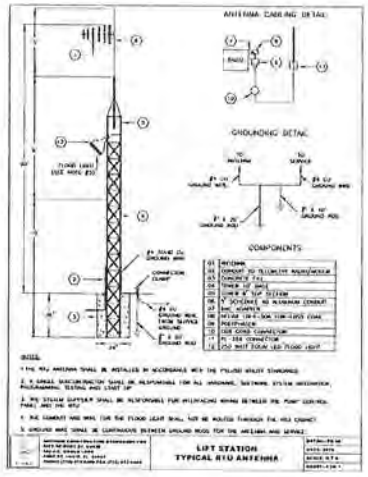
TORINO LAKES

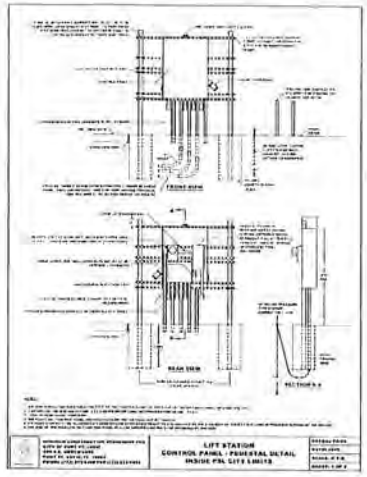
CITY OF PORT ST. LUCIE

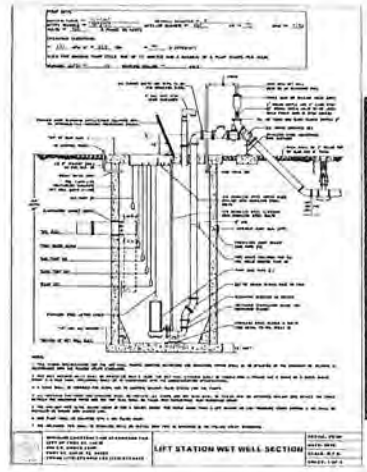
SHEET
C23
24
15-106

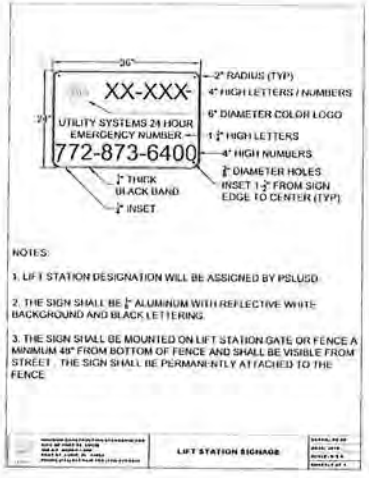
CITY OF PORT ST. LUCIE PROJECT # P16-097

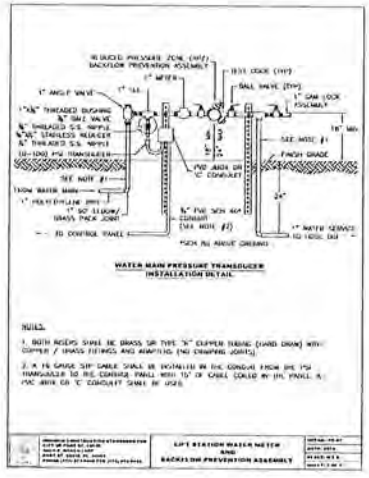


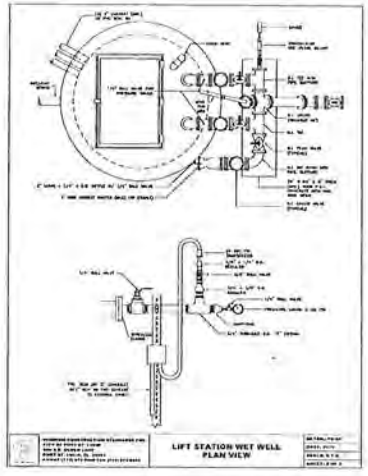


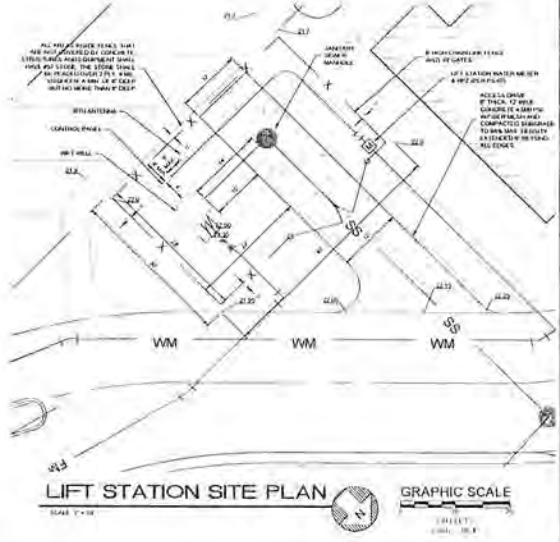












REVISIONS | DATE

JOB NO. 15-106
DATE 12/16/2015
DRAWN BTW
CHECKED AJS
DATE ISSUED OCT 2014
SCALE AS NOTED

MBV ENGINEERING, INC.
1833 - 20TH STREET
VERO BEACH, FL 32960
PH: (772) 778-9917
FX: (772) 778-9917
PEDRO RIVERA, PE - PH (772) 559-0310
RY PARCEL, PE - PH (772) 468-9033
MOA BONILLA VILLAMZAR & ASSOCIATES
CONSULTING ENGINEERING, CA #3726

LIFT STATION DETAILS

TORINO LAKES

CITY OF PORT ST. LUCIE

FLORIDA

SHEET C24 OF 24

15-106

CITY OF PORT ST. LUCIE PROJECT # P16-037

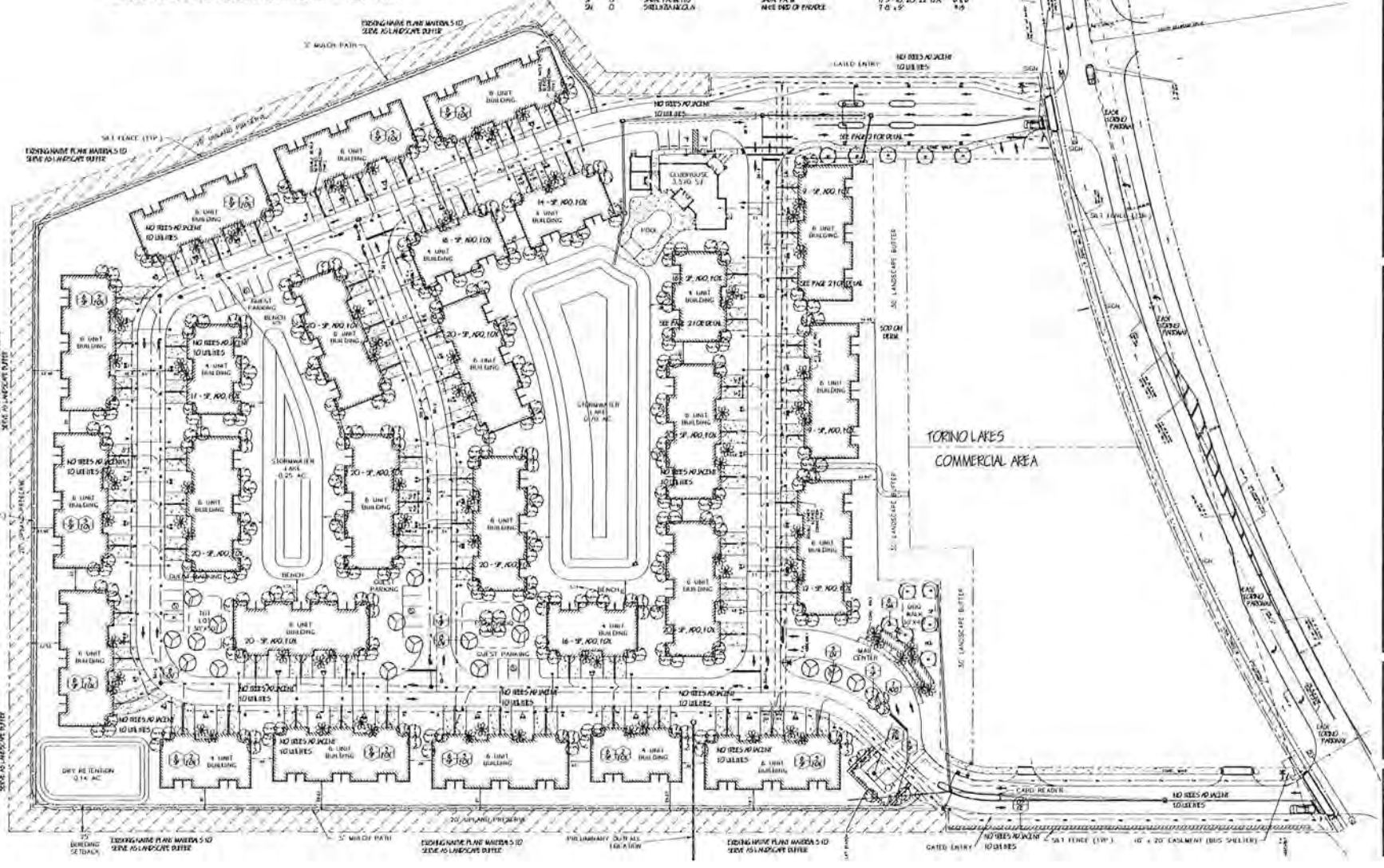
6 UNIT & 4 UNIT BLDG. TREES
AS INDICATED ON PLAN

SP	SEE PLANS SABAL PALM	SABAL PALM	1/5 - 18, 20, 22' OA	B&B
FOX	SEE PLANS WASHINGTONIA ROBUSTA	FOX PALM	1/5 - 7, 9, 11' OA	B&B
ADO	SEE PLANS ADONIDIA MERRILLII	CHRISTMAS PALM	1/5 - 7, 9, 11' OA	B&B

ALL LANDSCAPE MATERIAL TO BE FLA. #1 OR BETTER
DATA SOD AS REQUIRED - SOD ALL REQUIRED AREAS
MAULALEUCA OR EUCALYPTUS MULCH (NO CYPRESS) AS REQUIRED TO 3" THICKNESS MINIMUM IN ALL PLANT BEDS
FULLY AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE INTO MIDYARD
ALL PROHIBITED SPECIES SHALL BE REMOVED FROM SITE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

PLANT & MATERIAL SCHEDULE

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
ADO	7	ADONIDIA MERRILLII	CHRISTMAS PALM	8-10' OA	B&B
CE	88	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#5
CI	0	CHRYSOBALANUS ICACO	COCOPLUM	24" x 18"	#5
FS	0	FORESTIERA SEGREGATA	FLORIDA PRIVET	24" x 18"	#5
PM	28	PODOCARPUS MICROPHYLLA	JAPANESE YEW	24" x 18"	#5
QV	17	QUERCUS VIRGINIANA	LIVE OAK	12-14' x 5', 2-1/2" DBH	B&B
SAU	0	SCHEFFLERA ARBORICOLA "NARIG"	VARIEGATED DWARF SCHEFFLERA	24" x 18"	#5
SM	6	SWIETENIA MAHAGONI	MAHOGANY	12-14' x 5', 2-1/2" DBH	B&B
SP	15	SABAL PALMETTO	SABAL PALM	1/5 - 18, 20, 22' OA	B&B
SN	0	SHELLYBEA NICOLA	WHITE BIRD OF PARADISE	7-8' x 5'	#15



William A. Fink, III
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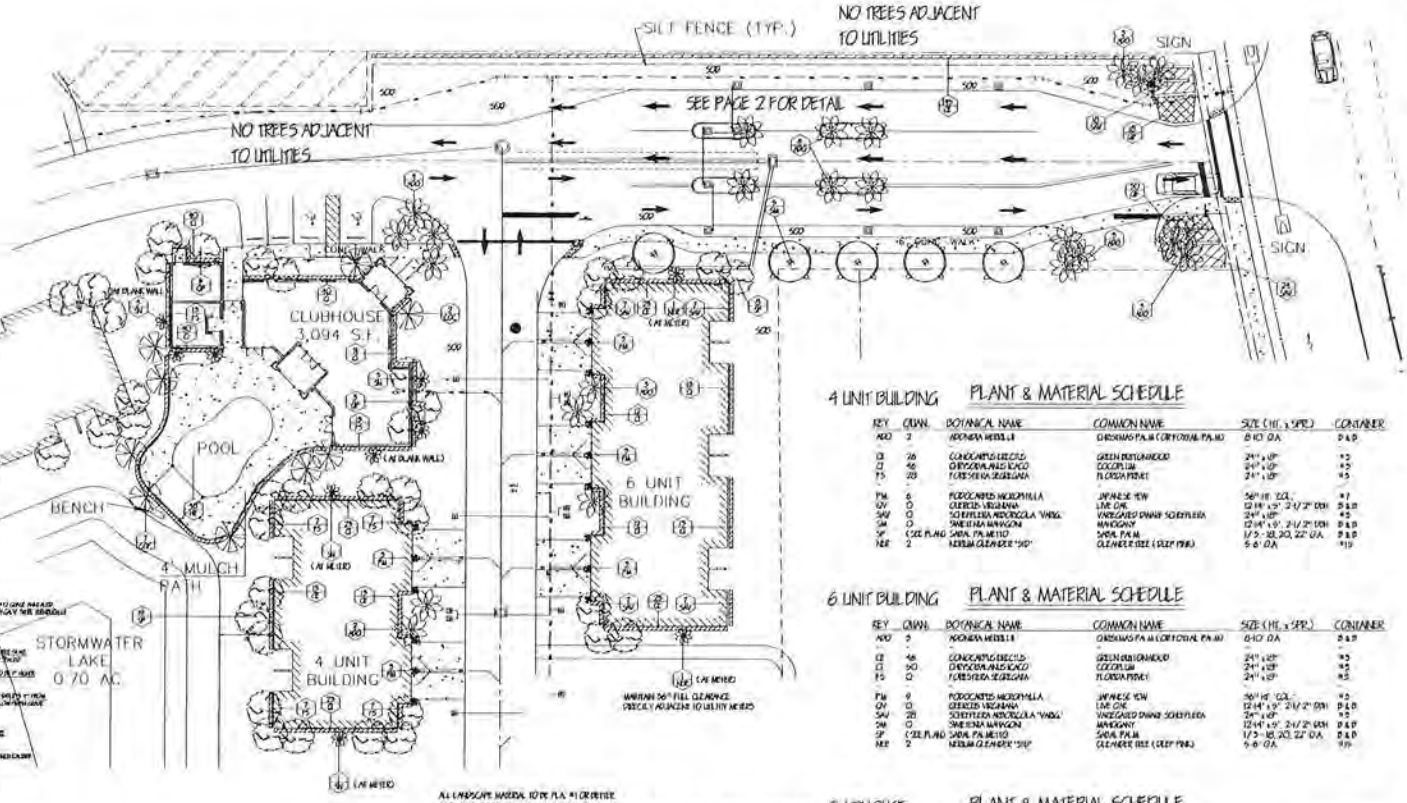
TORINO LAKES RESIDENTIAL
TORINO BLVD.
PORT St. LUCIE, FL

LANDSCAPE PLAN

SCALE: 1" = 40'
PROJECT NO. 19-09



ALL LANDSCAPE MATERIAL TO BE FLA #1 OR BETTER
BAHIA SOD AS REQUIRED - SOD ALL DISTURBED AREAS
MULCH EQUAL OR EQUAL PINE MULCH (NO CYPRESS) AS REQUIRED TO 3" THICKNESS MINIMUM IN ALL PLANTING BEDS
FULLY AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE IN TO MIN WIND
ALL PROHIBITED SPECIES SHALL BE REMOVED FROM SITE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

4 UNIT BUILDING PLANT & MATERIAL SCHEDULE

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
ADO	2	ADONIDIA MERRILLII	CHRISMAS PALM (CHRISTMAS PALM)	8-10' O.A.	B&B
CE	26	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#3
CI	46	CHRYSOPHYLLUM ICACO	COCOPLUM	24" x 18"	#3
FS	28	FORESTIERA SEGREGANA	FLORIDA PRIVET	24" x 18"	#3
-	-	-	-	-	-
PM	6	PODOCARPUS MACROPHYLLA	JAPANESE YEW	36" HT. SQ.	#7
QV	0	QUERCUS VIRGINIANA	LIVE OAK	12-14' x 5', 2-1/2" DBH	B&B
SAV	0	SCHEFFLERA ARBORICOLA 'VARIG.	VARIEGATED DWARF SCHEFFLERA	24" x 18"	#3
SM	0	SWIETENIA MAHAGONI	MAHOGANY	12-14' x 5', 2-1/2" DBH	B&B
SP	(SEE PLAN)	SABAL PALMETTO	SABAL PALM	1/3 - 18, 20, 22' O.A.	B&B
NER	2	NERIUM OLEANDER "SIR"	OLEANDER TREE (DEEP PINK)	6-8' O.A.	#15

6 UNIT BUILDING PLANT & MATERIAL SCHEDULE

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
ADO	3	ADONIDIA MERRILLII	CHRISMAS PALM (CHRISTMAS PALM)	8-10' O.A.	B&B
-	-	-	-	-	-
CE	46	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#3
CI	50	CHRYSOPHYLLUM ICACO	COCOPLUM	24" x 18"	#3
FS	0	FORESTIERA SEGREGANA	FLORIDA PRIVET	24" x 18"	#3
-	-	-	-	-	-
PM	9	PODOCARPUS MACROPHYLLA	JAPANESE YEW	36" HT. SQ.	#7
QV	10	QUERCUS VIRGINIANA	LIVE OAK	12-14' x 5', 2-1/2" DBH	B&B
SAV	28	SCHEFFLERA ARBORICOLA 'VARIG.	VARIEGATED DWARF SCHEFFLERA	24" x 18"	#3
SM	0	SWIETENIA MAHAGONI	MAHOGANY	12-14' x 5', 2-1/2" DBH	B&B
SP	(SEE PLAN)	SABAL PALMETTO	SABAL PALM	1/3 - 18, 20, 22' O.A.	B&B
NER	2	NERIUM OLEANDER "SIR"	OLEANDER TREE (DEEP PINK)	6-8' O.A.	#15

CLUBHOUSE PLANT & MATERIAL SCHEDULE

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
ADO	4	ADONIDIA MERRILLII	CHRISMAS PALM	8-10' O.A.	B&B
COC	9	COCOS NUCIFERA	COCONUT PALM	8-10' C.T.	B&B
CE	16	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#3
CI	59	CHRYSOPHYLLUM ICACO	COCOPLUM	24" x 18"	#3
FS	26	FORESTIERA SEGREGANA	FLORIDA PRIVET	24" x 18"	#3
HR	70	HIBISCUS ROSA-SINENSIS	HIBISCUS (DEEP PINK)	24" x 18"	#3
PM	9	PODOCARPUS MACROPHYLLA	JAPANESE YEW	24" x 18"	#3
QV	0	QUERCUS VIRGINIANA	LIVE OAK	12-14' x 5', 2-1/2" DBH	B&B
SAV	0	SCHEFFLERA ARBORICOLA 'VARIG.	VARIEGATED DWARF SCHEFFLERA	24" x 18"	#3
SM	0	SWIETENIA MAHAGONI	MAHOGANY	12-14' x 5', 2-1/2" DBH	B&B
OF	8	SYAGRUS ROMANZOFFIANA	QUEEN PALM	1/3 - 18, 20, 22' O.A.	B&B
SN	6	STRELITZIA NICOLAI	WHITE BIRD OF PARADISE	7-8' x 5'	#15

ENTRY PLANT & MATERIAL SCHEDULE

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
ADO	15	ADONIDIA MERRILLII	CHRISMAS PALM	8-10' O.A.	B&B
CE	145	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#3
CI	0	CHRYSOPHYLLUM ICACO	COCOPLUM	24" x 18"	#3
FS	0	FORESTIERA SEGREGANA	FLORIDA PRIVET	24" x 18"	#3
GF	48	FICUS MICROPHYLLA	GREEN ISLAND FICUS	12" x 14"	#3
PM	0	PODOCARPUS MACROPHYLLA	JAPANESE YEW	24" x 18"	#3
QV	0	QUERCUS VIRGINIANA	LIVE OAK	12-14' x 5', 2-1/2" DBH	B&B
SAV	42	SCHEFFLERA ARBORICOLA 'VARIG.	VARIEGATED DWARF SCHEFFLERA	24" x 18"	#3
SM	5	SWIETENIA MAHAGONI	MAHOGANY	12-14' x 5', 2-1/2" DBH	B&B
SP	0	SABAL PALMETTO	SABAL PALM	1/3 - 18, 20, 22' O.A.	B&B
SN	0	STRELITZIA NICOLAI	WHITE BIRD OF PARADISE	7-8' x 5'	#15

TREE PLANTING DETAIL

SHRUB/ GROUNDCOVER PLANTING DETAIL

PALM PLANTING DETAIL

William A. Fine, III
Landscape Architect
Stuart, FL
772-220-0424
FLA. Reg. #0041
Tel: 772-220-0424

LANDSCAPE PLAN

TORINO LAKES RETAIL AREAS
TORINO BLVD
PORT ST. LUCIE, FL

DATE: 00.00.0000
DRAWN BY:
CHECKED:
SCALE: 1" = 30'
PROJECT NO. 0-00

SEA

SHEET 1 OF 2

IRRIGATION NOTES

IRRIGATION NOTES
FULLY AUTO MATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE IN 15 MPH WIND
INSTALL BUBBLERS ON ALL TREES AND PALMS
INSTALL DRIPLINE ON ALL HEDGE MATERIALS
INSTALL RAIN SENSOR OVER HEAD DEVICE AT IRRIGATION TIME CLOCK
SOD AREAS TO BE ZONED SEPARATELY FROM TREE & SHRUB AREAS
IRRIGATION DEVICES SHALL NOT PLAY WATER ON IMPERVIOUS SURFACES
IRRIGATION CONTRACTOR SHALL SUBMIT "AS BUILT" IRRIGATION PLAN INDICATING REVISED ZONES AND REVISED VALVE LOCATIONS OR OTHER NECESSARY CHANGES AT TIME OF COMPLETION.
NOTE: ANY REVISED IRRIGATION PLAN SHALL MEET OR EXCEED THE MINIMUM COMPLIANCE SET FORTH WITHIN THE STANDARDS AND SPECIFICATIONS FOR TREE AND LANDSCAPE IRRIGATION SYSTEMS PUBLISHED BY THE FLORIDA IRRIGATION SOCIETY AS AMENDED

IRRIGATION KEY
- INDICATES END STRIP OR SIDE STRIPS HEAD
- INDICATES 60, 90, 120, 180, 210, 270, OR 360 DEGREE 4" MISC HEAD, 12' SPACING
- INDICATES FULL OR PARTIAL CIRCLE QUICK HEAD
- INDICATES 2" ELECTRIC VALVE LOCATION
- INDICATES DRIPLINE AT HEDGE OR FOUNDATION PLANTING
- INDICATES 2" PVC SCHEDULE 40 MAINLINE
- INDICATES SLEEVE UNDER PAVEMENT FOR IRRIGATION LINE (TWICE PIPE SIZE)
- INDICATES PUMP AND CONTROLLER LOCATION

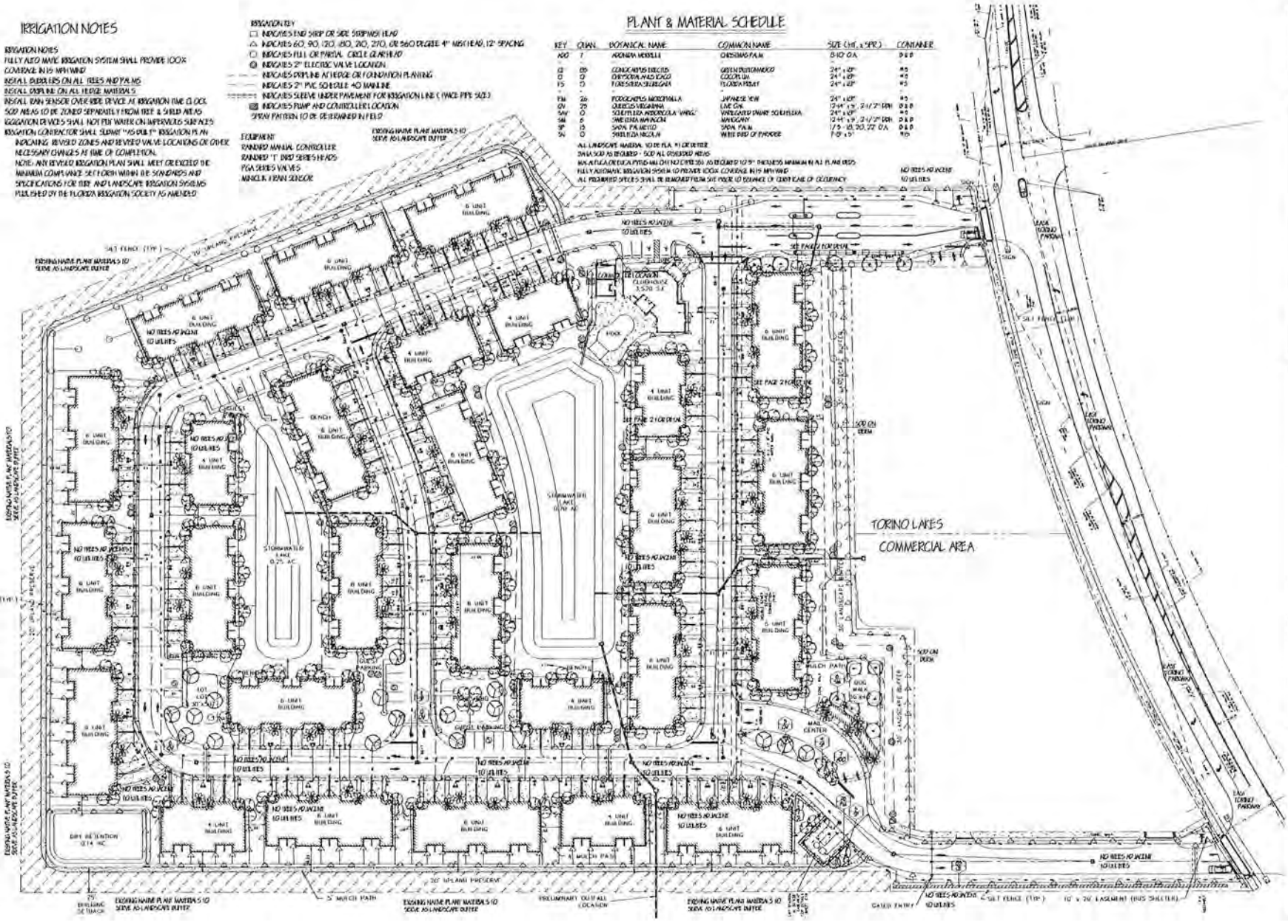
SPRAY PATTERN TO BE DETERMINED IN FIELD

EQUIPMENT
RAINBIRD MANUAL CONTROLLER
RAINBIRD "T" SERIES SPRAYS
PGA SERIES VALVES
MANUAL RAIN SENSOR

PLANT & MATERIAL SCHEDULE

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
ADO	7	ADONIDIA MERRILLII	CHRISTMAS PALM	8-10' O.A.	B&B
CE	89	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#3
CO	12	CHRYSOPHYLLUM MYRSINOIDES	COCOPLUM	24" x 18"	#3
FS	13	FICUS STEMPERI 'SUNLIGHT'	FLORIDA FIGLET	24" x 18"	#3
-	-	-	-	-	-
PM	26	PODOCARPUS MACROPHYLLA	JAPANESE YEW	24" x 18"	#3
QV	29	QUERCUS VIRGINIANA	LIVE OAK	12-14' x 9', 2-1/2" DBH	B&B
SAV	12	SCHEFFLERA ARBORICOLA 'VARIEGATA'	VARIEGATED DWARF SCHEFFLERA	24" x 18"	#3
SM	6	SWIETENIA MAHAGONI	MAHOGANY	12-14' x 9', 2-1/2" DBH	B&B
SP	13	SABAL PALMETTO	SABAL PALM	1/3 - 10, 20, 22' O.A.	B&B
SX	12	SHRUBS ANGULATA	WHITE BIRD OF PARADISE	7'-8' x 5'	#10

ALL LANDSCAPE MATERIAL TO BE FLA. #1 OR BETTER
SWALE SOD AS REQUIRED - SOD ALL REMAINING AREAS
MAXIMUM OF 10% OF ALL PLANTS MAY BE OF THE SAME SPECIES
FULLY AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE IN 15 MPH WIND
ALL PROHIBITED SPECIES SHALL BE REMOVED FROM SITE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY



Date	Revision
	9.16.2016

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TORINO LAKES RESIDENTIAL
TORINO BLVD.
PORT ST. LUCIE, FL

IRRIGATION PLAN

ENG. 06.06.2016
DRAWN BY
CHECKED
SCALE 1" = 40'
PROJECT NO. 16-006

SEA
SHEET 6 OF 11

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

THRU: O. Reginald Osenton, City Attorney

FROM: Thomas F. Mullin, Esq., Special Legal Counsel TFM

Signed in attorney's absence to avoid delay

Agenda Item: Resolution: A RESOLUTION OF THE CITY COUNCIL OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE CONVEYANCE FROM EQUITAS MANAGEMENT GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, TO THE CITY OF PORT ST. LUCIE, OF APPROXIMATELY 1.86 ACRES OF REAL PROPERTY LOCATED ON BRESCIA STREET BETWEEN KENWICK AVENUE AND ELMWOOD AVENUE, IN ACCORDANCE WITH SECTION 2 OF THE AGREEMENT FOR EXCHANGE OF PROPERTY, EFFECTIVE ON DECEMBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

17-R02

Submittal Date: 12/27/2016

STRATEGIC PLAN LINK: Goal 3 – Balanced and Sustainable Growth

BACKGROUND: Equitas Management Group, LLC ("Equitas"), owns certain lots at the corner of Gatlin Boulevard and Brescia Street ("Gatlin Parcels") that it intends to develop into a commercial project (the "Project"). Due to the small size of the Gatlin Parcels, Equitas initially proposed to construct the surface water management, drainage and other features supporting the Project on property it owns on Brescia Street between Kenwick Avenue and Elmwood Avenue north of the Gatlin Parcels ("Drainage Parcels").

The City owns certain lots to the west of, and directly abutting, the Gatlin Parcels on Gatlin Boulevard ("City Parcels").

Equitas and the City entered into a land exchange agreement, whereby Equitas agreed to convey the Drainage Parcels to the City in exchange for the City conveying the City parcels to Equitas. The Agreement for Exchange of Property

("Agreement") was executed by the City and effective on December 1, 2016. Pursuant to Section 2 of the Agreement, the City is to convey the City Parcels upon a showing that certain conditions have been met. Upon meeting those conditions, and in exchange for conveying the City Parcels to Equitas, Equitas will convey the Drainage Parcels to the City. This Resolution approves the City's acceptance of the Drainage Parcels from Equitas.

ANALYSIS: The result of the land exchange will provide the City with additional open space adjacent to existing residential communities that will serve as a buffer between the residential areas and the proposed Project. For Equitas, it allows the developer to address some of the residents' concerns and consolidates the parcels of the Project with the water management facilities supporting it. The form of Special Warranty Deed conveying the Drainage Parcels from Equitas to the City has been approved by the City Attorney and Special Counsel to the City.

FINANCIAL INFORMATION: Equitas obtained a real estate broker opinion of value for the City Parcels and the Drainage Parcels. The real estate opinion estimates the value of the City Parcels at $165,000 and the value of the Drainage Parcels at $174,000. Therefore, there is a financial benefit of approximately $9,000 for the City for the land exchange.

LEGAL INFORMATION: The City Attorney and Special Counsel to the City has worked with the Planning and Zoning Department and legal counsel for Equitas concerning this proposed land exchange. The Special Warranty Deed has been reviewed and has been approved as to form and legal sufficiency by O. Reginald Osenton, City Attorney, and Thomas F. Mullin, Special Counsel to the City.

STAFF RECOMMENDATION: The City Attorney's Office and Planning and Zoning staff recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation of this matter may be made by the City Attorney's Office or Planning and Zoning Department upon request.

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: Brescia Street between Kenwick Avenue and Elmwood Avenue

ATTACHMENTS: Resolution with attached Exhibit "A" (ALTA Land Title Survey) and Exhibit "B" (Draft Special Warranty Deed and attachment).

RESOLUTION 17-R02

COUNCIL ITEM 11B
DATE 1/9/17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE CONVEYANCE OF APPROXIMATELY 1.86 ACRES OF REAL PROPERTY LOCATED ON BRESCIA STREET BETWEEN KENWICK AVENUE AND ELMWOOD AVENUE OWNED BY EQUITAS MANAGEMENT GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, IN ACCORDANCE WITH SECTION 2 OF THE AGREEMENT FOR EXCHANGE OF PROPERTY, EFFECTIVE ON DECEMBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Equitas Management Group, LLC, a Tennessee Limited Liability Company ("Equitas"), is the owner of certain real property located on Brescia Street between Kenwick Avenue and Elmwood Avenue, more particularly described in the ALTA Land Title Survey attached as **Exhibit "A"** ("Equitas Parcels");

WHEREAS, Equitas desires to grant and convey to the City the Equitas Parcels in accordance with Section 2 of the Agreement for Exchange of Property, effective December 1, 2016 (the "Agreement");

WHEREAS, the City desires to accept the conveyance of the Equitas Parcels pursuant to the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA THAT:

Section 1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. That there is hereby authorized the conveyance, by Special Warranty Deed (the "Proposed Deed") from Equitas Management Group, LLC, a Tennessee limited liability company ("Equitas") to the City of Port St. Lucie of approximately 1.86 acres of real property located on Brescia Street between Kenwick Avenue and Elmwood Avenue, in accordance with Section 2 of the Agreement for Exchange of Property, effective on December 1, 2016. The

Proposed Special Warranty Deed shall serve to relinquish any ownership interest in the above-described real property. The Proposed Special Warranty Deed is attached to this Resolution as **Exhibit "B,"** and is authorized and approved in substantially the same form attached hereto. A survey of the real property is attached as **Exhibit "A."**

Section 3. The Mayor, the City Manager, or their designees, are hereby authorized to execute any and all documents necessary to complete this proposed real estate transaction.

Section 4. That this Resolution shall become effective immediately upon adoption in order to comply with the requirement that the above-listed real property shall be conveyed to the City within ten (10) days after the City approves the land use amendment and zoning change for the subject real property, and the expiration of any appeal period (an additional thirty (30) days), said land use and zoning approvals approved upon second reading at the December 12, 2016 Council meeting.

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 9th day of January, 2017.

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

Exhibit

"A"

(to Resolution)

ALTA/NSPS LAND TITLE SURVEY

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE BASED ON THE MONUMENTED SOUTH RIGHT OF WAY LINE OF ELMWOOD AVENUE; BEING: N89°56'07"E PER PLAT BOOK 15, PAGES 10 AND 10A, THROUGH 10P, OF THE PUBLIC RECORDS FOR ST. LUCIE COUNTY, FLORIDA

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

4. THIS SITE IS IN ZONE "X" (NOT A "SPECIAL FLOOD HAZARD AREA") BASED ON FLOOD INSURANCE RATE MAP INDEX NO. 12111C0275J, CITY OF PORT SAINT LUCIE, FLORIDA AND HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. PANEL NOT PRINTED.

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY MADE WITH BENEFIT OF COMMITMENT FOR TITLE NO. 5577740, EFFECTIVE: DECEMBER 04, 2015, ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY.

7. THERE ARE NO STRIPED PARKING SPACES INCLUDING NO HANDICAP SPACES.

8. THE PROPERTY HAS DIRECT ACCESS TO GRESCHA STREET, KENWICK AVENUE AND ELMWOOD AVENUE, A DEDICATED PUBLIC ROAD WITHIN THE PORT ST. LUCIE, FLORIDA.

9. THE PROPERTY DOES NOT LIE WITHIN ANY AREA SUBJECT TO REGULATION BY FEDERAL OR MUNICIPAL AUTHORITY AS INLAND COASTAL WETLANDS, BEACH, ESTUARY OR THE LIKE.

10. VISIBLE ABOVE GROUND EVIDENCE OF MUNICIPAL WATER, STORM SEWER FACILITIES AND TELEPHONE, GAS AND ELECTRIC SERVICES OF PUBLIC UTILITIES EXISTS IN THE LOCATIONS INDICATED HEREON.

11. ALL PARCELS AND/OR LOTS SHOWN HEREON ARE CONTIGUOUS BETWEEN SAID PARCELS AND/OR LOTS AND DO NOT CREATE ANY GAPS, GORES OR HIATUSES.

12. THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

13. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, ACCORDING TO CITY OF PORT ST. LUCIE, FLORIDA . THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

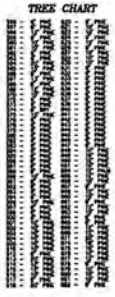
14. THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A CEMETERY OR FOR REFUSE.

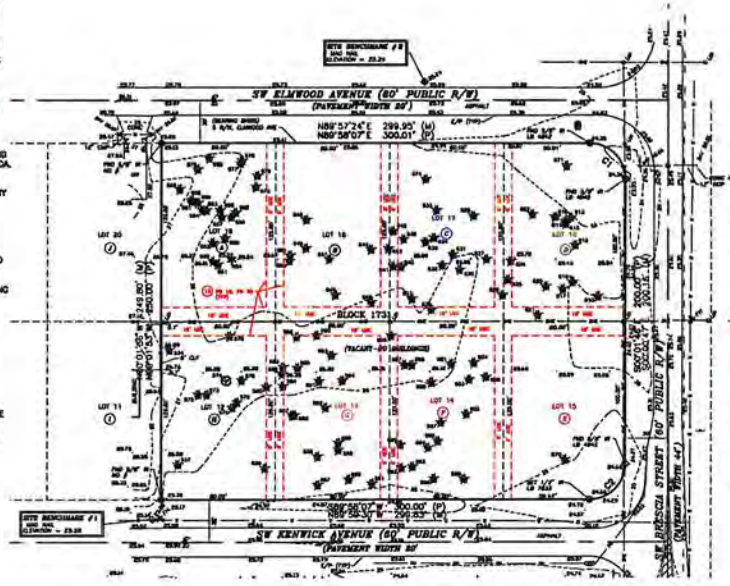
15. LEGAL DESCRIPTION SHOWN HEREON IS THE SAME AS LEGAL DESCRIPTION SHOWN IN THE TITLE COMMITMENT REFERENCED HEREON.

16. THIS BOUNDARY AND TOPOGRAPHIC SURVEY IS MADE IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" SET FORTH BY THE STATE OF FLORIDA.

17. ELEVATIONS BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION REFERENCE NETWORK, NAVD 1988 DATUM.

TREE CHART





CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°00'07"	39.27'	S45°01'50"E	35.36' (P)
				S45°10'34"E	35.19' (M)
C2	25.00'	89°59'53"	39.27'	S44°58'11"W	35.35' (P)
				S44°51'46"W	35.42' (M)

ZONING INFORMATION:

JURISDICTION: CITY OF PORT SAINT LUCIE, FLORIDA

ZONING: SINGLE FAMILY RESIDENTIAL 2

LAND AREA:

80,983 SQ. FT.
OR 1.8591 ACRES

RESTRICTION INFORMATION:

(5) DECLARATIONS OF RESTRICTIONS
ORB 179, PG 2704

ZONING: SINGLE FAMILY RESIDENCE LOTS
MAXIMUM BUILDING HEIGHT: TWO STORIES
BUILDING SETBACK:
FRONT: 25 FEET
REAR: 25 FEET
SIDE: 7.5 FEET
UNENCLOSED POOLS: 15 FEET
CORNER LOTS: BUILDING SETBACK
FRONT: 25 FEET
REAR: 25 FEET
SIDE: 25 FEET
UNENCLOSED POOLS: 15 FEET

N
W E
S

GRAPHIC SCALE
0 40 80
1 INCH = 40 FT.

VICINITY MAP (Not to Scale)

DESCRIPTION:

LOTS 12, 13, 14, 15, 16, 17, 18 AND 19, BLOCK 1731, PORT ST. LUCIE SECTION THIRTY FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 10, 10A – 10P, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SCHEDULE B-2 EXCEPTIONS NOTES:

5. Restrictions, covenants, and conditions as set forth in those instruments recorded in Official Records Book 179, Page 2704, as may be subsequently amended. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, AS SHOWN HEREON)
NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

6. Reservations contained in Warranty Deed recorded August 7, 1985, in Official Records Book 472, Page 2330.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, AS SHOWN HEREON)

7. Assignment Agreement with Florida Power and Light Company as recorded August 13, 1985 in Official Records Book 473, Page 1177 and as subordinated by Subordination of Utility Interests as recorded in Official Records Book 804, Page 2796, all of the public records of St. Lucie County, Florida.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE)

8. Reservations contained in Warranty Deed recorded July 12, 1989, in Official Records Book 596, Page 1490.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, AS SHOWN HEREON)

9. Reservations contained in Warranty Deed recorded March 10, 1989, in Official Records Book 627, Page 890.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, AS SHOWN HEREON)

10. Assignment and Assumption Agreement between General Development Utilities, Inc., Atlantic Gulf Communities Corporation f/k/a General Development Corporation and the City of Port St. Lucie, Florida, as recorded April 30, 1998 in Official Records 1141, at Page 2303.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE)

11. Reservations contained in Warranty Deed recorded November 7, 2000, in Official Records Book 1340, Page 2540.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, AS SHOWN HEREON)

12. All right, title and interest of The City of Port St. Lucie a body corporate under the laws of the State of Florida, in an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same, which interest having been reserved under Section 270.11, Florida statute, by virtue of Warranty Deed recorded in Official Records Book 1719 page 1163
(DOES NOT AFFECT SUBJECT PROPERTY)

13 Restrictions, covenants, conditions, easements and other matters as contained on the Plat of PORT ST. LUCIE SECTION THIRTY FIVE, recorded in Plat Book 15, Page 10, 10A through 10P, of the Public Records of St. Lucie County, Florida.
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND AS SHOWN HEREON)

LIST OF POSSIBLE ENCROACHMENTS:

NOT AT TIME OF SURVEY

ALTA/NSPS Land Title Survey Certification

To: Equitos Management Group, LLC, a Tennessee limited liability company; Fidelity National Title Insurance Company; Starbucks Corporation

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18 and 21 of Table A thereof. The field work was completed on 09-14-2016.

Date: 09-14-2016

Digitally signed by Robert C. Johnson
Date: 2016.11.22 10:55:15 -05'00'

ROBERT C. JOHNSON PSM 5551

This Survey is "Not Valid" without the signature and the original raised seal of the Florida Licensed Surveyor and Mapper unless provided with electronic signature with the ability to validate. (See: www.altamaxsurveying.com for instructions on signature validation). The seal appearing on this document was instructed by Robert C. Johnson on the Date of the electronic signature.

LEGEND

ADDRESS:
2201 SW KENWICK AVENUE
PORT ST LUCIE, FL 34953

Job Information

JOB NO.	801839
CF NO.	SC15-10-STARBUCKS-NORTH
FIELD DATE:	01-20-2016
SCALE:	1" = 40'
DRAWN BY:	PJT

Revisions

Date:	Description	By:

Altamax Surveying
910 Belle Avenue, Suite 1140
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
R.Johnson@altamaxsurveying.com

SHEET 1 OF 1

Exhibit

"B"

(to Resolution)

Prepared by and return to:
W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

Parcel ID #: _____

Special Warranty Deed

THIS SPECIAL WARRANTY DEED, executed this _____ day of _____, 2016, by EQUITAS MANAGEMENT GROUP, LLC, a Tennessee limited liability company ("Grantor"), whose address is 2034 Hamilton Place Boulevard, Suite 400, Chattanooga, Tennessee 37421, to the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantee"), whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of Grantor's right, title and interest in and to that certain real property situate, lying and being in St. Lucie County, Florida (hereinafter referred to as the "Property"), and being more particularly described in **Exhibit A** attached hereto, incorporated by reference and made a part hereof.

TOGETHER with the improvements thereon and all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) all laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (iii) easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining to Grantee, its successors and assigns, forever.

GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as set forth above, and that it will SPECIALLY WARRANT AND FOREVER DEFEND the Property against all persons lawfully claiming the same by, through or under it, but not otherwise, subject to the Permitted Exceptions.

GRANTOR further covenants with Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey the land.

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed as of the day and year first above written.

EQUITAS MANAGEMENT GROUP, LLC
a Tennessee limited liability company

By:_____
J. Christopher Hall
Executive Vice President

Signed, sealed and delivered in the presence of:

_____
1st Witness Name: _____

_____
2nd Witness Name: _____

State of Tennessee
County of Hamilton

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by J. Christopher Hall, who is personally known to me ~~or who produced _____ as identification~~ and who did not take an oath.

_____
Notary Public
My Commission Expires:_____

F0255432.v1

Exhibit A
Property Description

Lots 12, 13, 14, 15, 16, 17, 18 and 19, Block 1731, PORT ST. LUCIE SECTION THIRTY-FIVE, according to the plat thereof as recorded in Plat Book 15, Pages 10 and 10A through 10P, Official Records of St. Lucie County, Florida.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11C
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Resolution: A Resolution of the City Council of the City of Port St. Lucie, Florida Providing for the Adoption of the Rules of Council; Repealing the Previously Adopted and Amended Rules of Council; Providing for Severability; and Providing an Effective Date. 17-R03

Submittal Date: 12/28/2016

STRATEGIC PLAN LINK: Providing exception municipal services that are responsive to the community; High performance City organization.

BACKGROUND: On July 14, 2014, the then City Council of the City of Port St. Lucie approved and adopted Resolution 14-R111 which served to amend and adopt the Rules of Council that are presently in effect today. Pursuant to, and in accordance with, Section 3.10(b) of the City of Port St. Lucie City Charter, the City Council shall determine its own rules by resolution and publish same sixty (60) days after the installation of each new council. On November 21, 2016, a special meeting of the City Council was convened for the purpose of providing for the installation of the three (3) newly elected City Councilmembers.

ANALYSIS: The Rules of Council, attached as Exhibit "A" to the authorizing Resolution and incorporated therein, depict the culmination of City Council discussions, and the direction provided by Council, from the November 28, 2016 regular city council meeting as well as the December 5, 2016 regular city council meeting. The Rules of Council have been amended to allow for consistency in the language of the Rules of Council, and serve to add certain terms and provisions as outlined by the Councilmembers, to wit: the ability of the Council to waive the time constraint related to the cessation of meetings; the incorporation of the rules for quasi-judicial proceedings as outlined in Resolution 16-R79; and the inclusion of provisions relating to Councilmember participation via telephone, videoconference or other type of electronic communication in certain limited or extraordinary circumstances.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The attached Resolution has been approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: Recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: 1. Resolution 17-R___ with attached Exhibit "A" to authorizing Resolution – Rules of Council;
2. Resolution 16-R79 (Rules for Quasi-Judicial Proceedings adopted by Council on 10/10/16.

RECEIVED

DEC 28 2016

CITY MANAGER'S OFFICE

RESOLUTION 17-R03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA PROVIDING FOR THE ADOPTION OF THE RULES OF COUNCIL; REPEALING THE PREVIOUSLY ADOPTED AND AMENDED RULES OF COUNCIL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port St. Lucie, Florida (the "City") duly approved and adopted Resolution 14-R111 on July 14, 2014 which served to amend the previously adopted Rules of Council; and

WHEREAS, the principal goals and intent of the Rules of Council are to provide open deliberations and actions such that the citizens may be fully informed and intelligently advised as to the conduct of public business by the City Council; and

WHEREAS, in accordance with Section 3.10 of the City of Port St. Lucie City Charter, the City Council desires to determine its own rules due to the installation of a new Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THAT:

Section 1. The City Council of the City of Port St. Lucie, Florida hereby adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. The City Council hereby approves and adopts those Rules of Council as set forth in Exhibit "A" attached hereto and incorporated herein by reference (~~strikeout text~~ indicates deletions while underlined text indicates additions).

Section 3. The Rules of Council previously adopted and subsequently amended including, but not limited to, Resolution 14-R111, are hereby repealed in their entirety.

Section 4. If any Resolution, or parts of any Resolution, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 5. The provisions of this Resolution, as well as Exhibit "A" which has been attached hereto and incorporated herein by reference, are intended to be severable. If any part of this Resolution, or the attached Exhibit "A" incorporated herein by reference, is determined to be void or is held to be illegal, invalid, or unconstitutional by a Court of competent jurisdiction, then the remainder of this Resolution and incorporated Exhibit "A" shall remain in full force and effect and this Resolution shall nevertheless stand and be construed as if the illegal or invalid part or portion had not been included herein.

RESOLUTION 17-R03

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 9th day of January, 2017.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

ATTACHMENT "1"

(to Council Agenda Memorandum)

Authorizing Resolution with attached Exhibit "A"

EXHIBIT "A"

(to Authorizing Resolution)

Resolution 17-R__
Approved _____

CITY OF PORT ST. LUCIE
RULES OF COUNCIL

SECTION 1. DECLARATION OF PUBLIC POLICY. It is the intent of these rules that the deliberations and actions of the Council be conducted and taken openly in order that the citizens may be fully informed, it being the finding of the Council that the citizens must be fully informed if they are to be intelligently advised as to the conduct of public business by the Council.

SECTION 2. DEFINITIONS. For the purpose of these rules, the following definitions shall prevail:

(a) A "meeting" is a gathering of a quorum of the membership of the Council for the purpose of receiving information relating to public business, or for discussion of public business, or for final action upon public business.

(b) A "regular meeting" is a meeting held pursuant to a schedule of such meetings as approved by the Council to enact ordinances and resolutions, conduct public hearings and otherwise discuss and act upon matters of public interest.

(c) A "special meeting" is a meeting held on the call of the Mayor or upon the request of a Councilmember to the City Manager with the concurrence of a majority of the members of the Council which shall be ascertained by the City Manager. A "special meeting" is held for the purpose of addressing matters requiring the immediate attention of the Council or for the purpose of addressing matters which the Council has determined are best addressed at a special meeting. When a special meeting is called, the Mayor or members of the Council shall specifically state the purpose of the meeting, and the Council shall address only those matters for which the meeting was called.

(d) A "Workshop Meeting" is a meeting held for the study and discussion of affairs of the City. Workshop meetings will be held pursuant to a schedule of such meetings as approved by the Council. No formal or binding action may be taken at these meetings other than to direct further consideration at a regular meeting.

(e) The "Council" shall refer to the City Council of the City of Port St. Lucie.

(f) "Councilman (Councilmen), Councilwoman (Councilwomen) and Councilmember(s)" shall refer to the Mayor and members of the City Council of the City of Port St. Lucie.

SECTION 3. MEETINGS.

(a) Location. All meetings of the Council shall be held in city hall, unless the Council indicates another location, and shall be open to the public as required by law.

(b) Regular Meetings. The Council shall hold regular monthly meetings on the second and fourth Monday night of each month beginning with the second Monday in January of each year. Meetings in November and December shall be set as agreed upon by the Council in consideration of the holiday schedule. Unless otherwise noticed, regular meetings shall commence at 7:00 p.m. When the day fixed for regular meetings falls on a day designated by law as a legal holiday, the meeting shall be held on the Tuesday following that Monday holiday or as otherwise designated by the Council.

(c) Public Notice. The Council shall give public notice of the schedule of meetings and shall state the dates, times and places for such meetings. Public notice of any special meeting, or of any reconvened meeting, or of any emergency meeting shall be given before such meeting. Public notice shall be given by posting a copy of the notice at City Hall. The City shall supply copies of the notices of its meetings to any local newspaper of general circulation, or any local radio or television station that has filed an

annual request with the City Clerk for such notice.

SECTION 4. MINUTES, AGENDAS AND REPORTS.

(a) Minutes identifying all matters coming before the Council and setting forth the action, if any, thereof, shall be promptly recorded and transcribed by the City Clerk and such records shall be open to public inspection.

(b) At the direction of the City Manager, the City Clerk shall prepare an agenda for all regular and special meetings (and emergency meetings when practicable). The agendas for all meetings will be prepared and made available to the public, the press and to each Councilmember on the Wednesday preceding each regular meeting providing, however, that when Council meeting dates have been changed due to holidays, or otherwise, the preparation and distribution of the agenda shall be adjusted accordingly. A copy of the agenda shall be posted at the entrance to the meeting room or place prior to the commencement of such meeting.

SECTION 5. PRESIDING OFFICER. The Mayor shall preside at all meetings, if present, and if absent, the Vice-Mayor, and in his or her absence the Mayor Pro Tem of the Council shall preside.

SECTION 6. ORDER OF BUSINESS. All meetings of the Council shall be open to the public promptly at the hour set on the date of each meeting. The members of the Council, City Manager, City Clerk, and City Attorney shall take their regular stations and the business of the Council shall be taken up for consideration and disposition in substantially the following order:

(a) Meeting called to order.

(b) Roll call.

(c) Invocation.

(d) Pledge of Allegiance.

(e) Proclamations and special presentations.

(f) Public to be Heard.

(g) Additions or deletions to agenda and approval of agenda.

(h) Approval of consent agenda.

(i) Second reading, public hearing of ordinances.

(j) Other public hearings.

(k) First reading of ordinances.

(l) Resolutions.

(m) Unfinished business.

(n) New business.

(o) Determination of excused absences.

(p) City Manager's Report.

(q) Councilmembers report on committee assignments.

(r) Public to be heard (if necessary as determined by City Council at conclusion of Public to be Heard).

(s) Adjourn.

The above form the headings for the agenda for regular meetings. Staff and Council members desiring to have a particular subject matter placed upon the agenda may make a request therefor to the City Manager. Members of the public must have a Councilmember or the Mayor agree to sponsor their request before submission to the City Manager. All requests shall be accompanied by any information or documentation supporting the subject matter of the request and shall indicate the approximate length of time required for any presentation to the Council. Except in unusual circumstances, no

item shall be placed on the meeting agenda until the subject has been referred for comment to whatever department, advisory board or combination of them that has an interest in the subject matter. Any such request shall be promptly considered and placed upon the agenda without undue delay.

SECTION 7. PREPARATION OF ORDINANCES, RESOLUTIONS.

(a) No ordinance shall be prepared for presentation to the Council unless directed by a majority of the Council, requested by the City Manager, or prepared by the City Attorney on his or her own initiative, unless otherwise provided by ordinance or by the City Charter.

(b) All ordinances and resolutions shall, before presentation to the Council, have been approved as to form by the City Attorney, or his or her authorized representative. All those instruments shall first be referred to the head of the department under whose jurisdiction the administration of the subject matter of the ordinance or resolution would be involved and shall be approved by the department head. If approval is not given, then the instrument shall be returned to the City Manager with a written memorandum of the reasons why approval is withheld. In the event the questioned instrument is not redrafted to meet a department head objection or the objection is not withdrawn and approval in writing given, then the City Manager shall so advise the Council and give the reasons advanced by the department head for withholding approval.

SECTION 8. VOTING. When a motion that is in order has been made and seconded, the Mayor or presiding officer formally places it before the Council by having the Clerk read the exact motion into the record. Thereafter the motion is open to debate.

Voting on all motions, resolutions and ordinances, except adjournment, shall be by "yes" and "no" upon call of the roll of members by districts. Any comments by

Councilmembers as to the subject matter of a motion should be made during the debate thereon rather than at the time the Councilmember's vote is cast so that other members of the Council may have the benefit of those comments during the debate and before their vote is cast. The call of the roll shall be rotated as items come up for vote.

SECTION 9. CONDUCT OF MEETING.

(a) The Mayor or presiding officer shall preserve order and decorum at all meetings.

(b) When considering matters noticed for a public hearing, the applicable ordinances or resolution shall first be read by its title only. The Mayor or presiding officer shall declare the public hearing open and receive comments from the public.

(c) During Council meetings, Councilmembers shall maintain order and decorum. Every Councilmember desiring to speak shall address the ~~chair~~ Mayor or presiding officer and, upon recognition by the ~~chair~~ Mayor or presiding officer, shall confine himself or herself to the question under debate. Each Councilmember desiring to speak shall be recognized once before a Councilmember shall be recognized a second time. Every Councilmember desiring to question the administrative staff shall address his or her question to the City Manager or attending Department representative. During Council discussion, Councilmembers may also, with leave of the Mayor or presiding officer, direct questions to others in attendance at the Council meeting. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Mayor or presiding officer, unless a point of order is raised by another member, or unless the speaker chooses to yield to questions of another member.

(d) City staff and citizens must be recognized by the Mayor or presiding officer before speaking or asking questions. The purpose of this requirement is so that there is

order and so that the recording equipment will properly record all comments made by individuals wishing to comment on a specific subject.

(e) All comments must be made from the podium which is located at the front of the City Council Chambers or by other reasonable accommodations and shall address the subject of the agenda item. Individuals that appear before the City Council are required to state their name and their address for the public record. The purpose of this requirement is so that they are properly reflected in the Council minutes and are available for future reference.

(f) In order to address the Council regarding an agenda item citizens are required to complete a public participation card indicating the agenda item(s) they wish to address. Public comments will be limited to three (3) minutes per person so that all may be heard on the matter and the Mayor or presiding officer, or his or her designee, shall in such instances monitor the timing and give the speaker a thirty (30) second notice prior to the expiration of the time allotted. The Mayor or presiding officer may, at his or her discretion, or at the direction of a majority of the Council, extend the time allowed for an individual to speak or to allow a speaker a single opportunity to rebut comments made by another speaker. Any such rebuttal shall be limited to three (3) minutes. After receiving public comments as provided herein, the public hearing shall be closed and all further discussion on the matter shall be limited to members of the Council. One participant's allotted time for addressing the Council may not be donated to another participant.

(g) Those persons wanting to express his or her opinion on an agenda item noticed for public hearing without addressing the Council may do so on the appropriate color-coded participation card which the City Clerk shall make available, and when completed and returned to the City Clerk shall be made part of the public record of the

proceedings. Individuals may express on the card that they are "FOR", "AGAINST", or "UNDECIDED" regarding the agenda item they reference on the card.

(h) As the Council considers agenda items, other than items noticed for public hearing, the Mayor or presiding officer shall accept comments from those who have presented public participation cards to the clerk at the commencement of the meeting and may, at his or her discretion, or at the direction of a majority of the Council, accept comments from those in attendance.

(i) The Council shall follow the order of business as established by the agenda for that meeting; however, in the event a Council meeting continues past the hour of 11:00 o'clock p.m. it shall be the policy of the Council to complete, if possible, the item then under consideration and thereafter table all other agenda items scheduled for that meeting to a meeting to be scheduled by the City Council for the purpose of completing those agenda items or, if the Council is unable to convene such a meeting, then the Council shall table the remaining agenda items to the next immediately available Council meeting. In the alternative, by a motion duly made, seconded, and carried, the Council may waive, pursuant to Rule 15, the provisions of this rule to complete any and all items on the agenda after 11:00 o'clock p.m.

(j) The Council may reconsider an item, that is, bring back for further consideration, a motion which has already been voted on. To provide usefulness, and protection against abuse, the motion to reconsider can only be made by a Councilmember who voted on the prevailing side of the original motion.

SECTION 10. PUBLIC PARTICIPATION.

Avenues for Citizens to Participate in Decision Making Process:

(i) Public to be Heard

(ii) Submission of Petitions
(iii) Citizen Agenda Items
(iv) Public Hearings
(v) Regular Agenda Items
(vi) City Council Discussion items

(a) Public to be Heard

(i) The City Council also allocates thirty (30) minutes at the beginning of each Council meeting for citizens who wish to appear before the City Council to make a request of the City Council, voice a complaint or concern, express an opinion or for some other type of recognition but in no case may a citizen speak longer than (3) minutes. If an item brought forward under Public to be Heard requires a longer presentation by the citizen or will require staff research or materials, the item may be scheduled by the Mayor <u>or presiding officer</u> for a future City Council meeting as an Agenda item. Citizens who signed up to address the City Council but were unable to do so because of the expiration of the thirty (30) minute limitation will be given an opportunity to address the City Council at the conclusion of the regular Council business agenda.

(ii) During this item, citizens will not be permitted to address matters that are on the agenda for the regular portion of the meeting.

(iii) In order to address the Council on an agenda item, other than a Public hearing or to speak during Public to be Heard, the appropriate color-coded participation card must be completed prior to the beginning of the City Council meeting and given to the City Clerk. The City Clerk will be responsible for making sure that cards are located outside the City Council Chambers 30 minutes prior to the Council meeting. Citizens can also pick up cards during business hours prior to a City Council meeting at the City Clerk's office. The City Clerk, or a person designated by the City Clerk, will be responsible for assisting individuals in completing the card and presenting the cards to the Mayor <u>or presiding officer</u>

prior to convening the City Council meeting.

(iv) During the Public to be Heard portion of the Council meeting, no dialogue will occur between Council members and the public. Council members may comment at the close of this item.

(b) Submission of Petitions to the City Council

(i) When submitting petitions to the City Council, the petition should state clearly its purpose. The person presenting the petition must provide it to the Mayor <u>or presiding officer</u> at the beginning of the presentation and state a brief overview of its purpose. If not submitted on an item already on the agenda, the City Council will accept the petition and may schedule the item for discussion on the next available agenda.

(ii) When petitions are received by the City by mail, a copy of the petition will be presented to the City Council and it will be placed on the next available City Council Meeting for discussion by the City Council.

(c) Citizen Agenda Items

(i) Agenda items proposed by citizens may be placed on the City Council Agenda under two (2) circumstances:

(A) An item brought before the City Council during Public to be Heard and is unable to be presented within the three (3) minute time frame or needs additional research or materials so that the City Council can properly respond, may be rescheduled by the Mayor <u>or presiding officer</u> for a future City Council meeting as an Agenda item.

(B) A citizen may request in writing to appear on the City Council Agenda and file such request with the City Clerk's office a minimum of two (2) weeks in advance of the City Council meeting. The letter shall state the nature of the request and ask that the item be placed on an upcoming City Council Agenda. A copy of the letter will

be provided to the City Council on the day that it is received by Clerk's Office, but no action will be taken by the Clerk until said copy is endorsed or sponsored by at least one (1) council member or the Mayor. Thereafter, a copy of the letter will be provided to the proper City department so that research can be conducted and information provided to the City Council.

(ii) Agenda items are to be considered like all other items on the City Council Agenda. The format for consideration will be as follows:

- Presentation by the individual asking to address the City Council
- Questions of the individual by the City Council
- Presentation by City staff, if necessary
- Questions of the City staff by the City Council
- Public comment
- Discussion by the City Council
- Motion and vote on the item, if necessary

(d) Public Hearings

Public Hearings are formal, legally-noticed hearings which the City Council conducts pursuant to State or Federal law. Some Public Hearings are advertised hearings for specific items scheduled on the City Council Agenda. Some hearings are quasi-judicial, while others are legislative in nature. Some public hearings have specific formats that must be followed and are established by law. All Second Readings of Ordinances are conducted as formal public hearings as a normal agenda item. In those cases, the Mayor <u>or presiding officer</u> will announce that this is a public hearing.

The applicant may have as much time as necessary to make the presentation before the City Council. City staff may have as much time as necessary to make a presentation on the subject before the City Council. As with all agenda items, persons wishing to address the issue should have completed an appropriate participation card prior to the beginning of the meeting.

The order of a Public Hearing that is not quasi-judicial will be as follows:

- Presentation by City staff
- Questions of the City staff by the City Council
- Presentation by the applicant, if applicable
- Questions of the applicant by the City Council, if applicable
- Public comments
- Questions of citizens by the City Council or applicant
- Final Comments by applicant, if applicable
- Discussion by the City Council (City Council members may request additional information from both the applicant and staff during this phase of discussion)
- Decision by the City Council

Public Hearings that are quasi-judicial in nature shall be governed by the rules for quasi-judicial proceedings which were adopted by the Council through Resolution 16-R79. Those rules are incorporated by reference herein for all pertinent purposes.

(e) Regular Agenda Items

The City Council provides an avenue for citizens to address all other agenda items. This allows citizens to speak in favor of, in opposition to, or ask questions about a normal agenda item. If the item is on Consent Agenda, the City Council may withdraw the item from the Consent Agenda. If the item is on Consent Agenda, the citizen will need to complete the appropriate color-coded participation card and give the card to the City Clerk prior to the beginning of the meeting. The Mayor or presiding officer will inform the City Council that a citizen has requested that an item be removed from the Consent Agenda. If the City Council desires to remove the item from the Consent Agenda, the City Council will need to remove the item for discussion purposes. If the item is removed from the Consent Agenda, the citizen is allowed to address the item. When an item is removed from the Consent Agenda, citizens will be allowed three (3) minutes to comment or ask questions about the item. If the citizen's questions cannot be answered quickly, the City Council may

table the item and schedule it as a regular City Council Agenda item, or may take final action on the item.

If the item is on the non-Consent Agenda portion of the Agenda, citizens will be given up to three (3) minutes to comment or ask questions about the agenda item. The Mayor or presiding officer must recognize all who wish to speak and have signed participation cards.

The order of consideration of an agenda item that has been removed from the consent agenda and all other regular agenda items will be the same as a regular public hearing item, above.

(f) City Council Reports and Comments

The City Council has scheduled an item where the Council reports on the various committees and groups on which they represent the City, and to make comments in general.

(g) Documents

All documents submitted to the City Council become public records when given to the City Council for their consideration and shall be maintained by the City Clerk in accordance with the public records law.

SECTION 11. DECORUM. The Mayor or presiding officer shall preserve strict order and decorum at all meetings.

(a) In conducting the public's business, the City Council is committed to the principles of civility, honor, and dignity. Individuals appearing before the City Council are expected to observe the same principles when making comments on items and issues presented to the City Council for their consideration.

(b) Staff members and citizens are required to use proper language when

addressing the Council or the audience. Staff members and citizens shall not use profanity or cursing, aggressive or threatening behavior when addressing the City Council or other participants. All comments are directed to the Mayor or presiding officer and not to individual members of the City Council or to the audience. [City Council meetings are business meetings where the business of the City is conducted.] No personal verbal attacks toward any individual will be allowed during the conduct of a City Council meeting. The Mayor or ~~Chair~~ presiding officer may have individual(s) removed from the podium and/or City Council Chambers if such conduct persists after a warning has been issued.

(c) All members of the Council shall accord the utmost courtesy to each other, the City employees and the public members appearing before the Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. During Council meetings cell phones are to be turned off or silenced. Use of cell phones by Council members and City staff for talking, texting, emailing or otherwise will not be allowed during meetings while at the dais, except for emergency communications or while on breaks.

(d) In addition to the prohibitions in (c), above, Section 871.01, Florida Statutes, declares that any person who willfully interrupts or disturbs any assembly of people meeting for any lawful purpose shall be guilty of a misdemeanor of the second degree, and may be arrested by police officers present. This may be done in the absence of the conduct being noted, or of the offender being called to order, by the Mayor or presiding officer.

(e) In the case that any person is declared out of order by the Mayor or presiding officer and ordered expelled, and does not immediately leave the Council Chambers, the following steps shall be taken:

(i) The Mayor or ~~chair~~ presiding officer shall declare a recess.

(ii) The person shall be approached by a police officer and advised that he has been ordered expelled.

(iii) In case the person does not remove himself or herself from the area he or she may be placed under arrest for violation of Section 871.01, Florida Statutes, should the person continue to willfully interrupt or disturb the meeting.

(iv) In the event any person who is ordered expelled leaves the Council Chambers voluntarily and then returns to the same meeting, he or she is subject to arrest for violation of Section 871.01, Florida Statutes, should the person continue to willfully interrupt or disturb the meeting.

The City Manager shall, during all public meetings, have a uniformed certified law enforcement officer present.

SECTION 12. BOARDS AND COMMITTEES. Members of the City Council have the opportunity and responsibility to represent the interest of the City on various boards and committees that may, from time to time, be established. Participation in these boards and committees is an opportunity for the City to present points of view that are beneficial to the City and an opportunity to participate in decision making processes that may be of significant importance to the City. The standing committees presently established wherein Councilmembers participate are as follows:

(a) Treasure Coast Council of Local Government (TCCLG)

(b) Tourist Development Council (TDC)

(c) St. Lucie Transportation Planning Organization (TPO)

(d) Council on Aging

(e) St. Lucie County Fire District

(f) Treasure Coast Regional Planning Council (TCRPC)

(g) St. Lucie County Chamber Board of Directors

(h) Roundtable of St. Lucie County

(i) Treasure Coast Regional League of Cities (TCRLC)

Each Councilmember shall be responsible to accept appointment to at least two (2) of these committees and, once appointed, shall attend duly called meetings of these committees and report back to the Council the activities of and actions taken by the respective boards and committees. The failure to fulfill committee responsibilities may result in censure against the Councilmember involved.

SECTION 13. ATTENDANCE. Three unexcused absences by a Councilmember during the current term of office of that Councilmember from meetings of the City Council, including regularly scheduled meetings and special meetings duly called and noticed, shall constitute grounds for forfeiture of the said Councilmember's office pursuant to Section 3.02 of the Charter of the City of Port St. Lucie. The City Council shall review any reasons or excuses presented by a Councilmember related to that Councilmember's absence at the next preceding meeting and by majority of the Council determine whether that absence should be excused.

Members in attendance at a Council meeting must be present when votes are taken and must cast a ballot or, pursuant to Section 28.012, Florida Statutes, declare that there is, or appears to be, a possible conflict of interest according to Florida law and thereupon comply with the disclosure requirements of Section 112.3143, Florida Statutes.

A Councilmember may participate in a City Council meeting via telephone, videoconference or other type of electronic communication if either (1) there is a medical

reason for unavailability, or (2) there exists some extraordinary circumstance that prevents the Councilmember's attendance in person. Such attendance shall not be permitted unless and until the Councilmembers in attendance in person at the meeting approve such attendance. A Councilmember who attends by telephonic or electronic means shall not be counted as absent and shall be allowed to participate in the meeting as if he or she were in attendance in person; provided, however, that Councilmember's attendance shall not be counted in ascertaining a quorum for the meeting.

SECTION 14. COUNCILMEMBER CONDUCT. Members of the Council must at all times recognize that their actions, both public and private, may reflect upon the Council as a whole and further may reflect upon the City of Port St. Lucie. Conduct unbecoming of a public official may result in appropriate action taken by the City Council including, pursuant to Section 3.02 of the Charter of Port St. Lucie, forfeiture of the office of Councilmember.

SECTION 15. WAIVER OF RULES. The Council may, at any time, upon a motion and majority approval, waive all or a portion of these rules of procedure during the course of a meeting.

ATTACHMENT "2"

(to Council Agenda Memorandum)

Resolution 16-R79
Quasi-Judicial Proceedings

COUNCIL ITEM 11B
DATE 10/10/16

RESOLUTION 16-R 79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA ADOPTING NEW RULES AND REVISIONS GOVERNING CITY COUNCIL PROCEDURES AND POLICIES FOR QUASI-JUDICIAL PROCEEDINGS; PROVIDING SUPPLEMENTAL PROCEDURES AND STANDARDS APPLICABLE TO QUASI-JUDICIAL PROCEEDINGS; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article II, Section 3.10(b) of the Charter of the City of Port St. Lucie (the "City"), the City Council shall determine its own rules by resolution and publish same sixty (60) days after the installation of each new council; and

WHEREAS, the City Council recognizes that City Council proceedings constitute a limited public forum, as established by the applicable law, which is subject to reasonable limitations and regulations recognizing governmental interests including, but not limited to, proper decorum, the conducting of orderly and efficient meetings, controlling the City Council agenda and remaining on topic to the matters at issue, managing time, and preventing unreasonable interruptions and disruptions; and

WHEREAS, the City Council recognizes that certain decisions of the City Council are quasi-judicial in nature, and in such matters it may be a fundamental requirement that parties and interested persons in relation such quasi-judicial proceedings be given an opportunity to be heard in an equitable and efficient manner and otherwise be afforded procedural due process; and

WHEREAS, the City Council has determined it necessary to enact more exacting provisions in relation to quasi-judicial proceedings such that this Resolution shall control to the extent of any conflict with any previously enacted City resolution relating generally to City's conduct of public business by the City Council and therefore desires to enact written quasi-judicial procedures to ensure that participants in a quasi-judicial proceeding, and the public, are provided with reasonable opportunities to be heard in a public hearing forum that is predictable, consistent and provides due process to all participates; and

WHEREAS, it is the intent of the City Council that quasi-judicial procedures as adopted and established by this Resolution, comply with Section 286.0115 of the Florida Statutes, authorizing a local government to adopt quasi-judicial procedures by ordinance or resolution, thereby removing the presumption of prejudice from ex-parte communications with local public officials during the conduct of quasi-judicial hearings conducted in compliance with the procedures as adopted by City Council; and

WHEREAS, the quasi-judicial procedures and policies as set forth herein, are designed to provide notice and guidance to all participants, and the public, who appear before the City Council or other board, as such board may be established by the City Charter and/or the Port St. Lucie City Code of Ordinances, that the conduct of meetings wherein quasi-judicial decisions are required to

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

SECTION 1. Recitals. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

SECTION 2. Purpose. It is the policy of the City of Port St. Lucie ("City") to provide notice and guidance to all individuals and entities who appear before the City Council or by any City Board or Committee, acting in a quasi-judicial capacity, that said proceedings shall be subject to a public hearing and will be governed by the quasi-judicial proceedings set forth herein below shall govern said quasi-judicial public hearings.

SECTION 3. Scope and Applicability. These procedures shall apply to all quasi-judicial hearings held by the City Council or by any City Board or Committee which holds quasi-judicial hearings. The City Attorney shall determine which matters are quasi-judicial in nature and shall direct the City Clerk or Board liaison to designate specially such matters on the agenda.

SECTION 4. Definitions.

a) *Applicant*: The owner of record or his or her authorized agent.

b) *Application*: The original document filed by the Applicant which has given rise to the quasi-judicial proceeding. This includes, but is not limited to, requests for variances, special exception uses, and rezonings.

c) *Citizen Participant(s)*: Those members of the general public, other than the City's representatives or Staff or the Applicant, who attend a quasi-judicial public hearing for the purpose of being heard on a particular Application.

d) *Ex Parte*: Any communication, oral or written, between members serving on the applicable City Council, board or committee members and the public, other than those made on the record at the public hearing.

e) *Official City File*: The City's project file that is established and created for a particular application, which shall include, but not be limited to, the Application at issue, all written communications exchanged between the City and the Applicant prior to the public hearing, all Staff Reports (including any recommendation, if applicable), if any, and pertinent sections of the City Code and Florida Statutes, and all other pertinent documents and materials on the matter.

f) *Party Intervenor(s)*: A person, entity, or designated representative or spokesperson of a recognized group who is authorized by the City Attorney to intervene as a party in a quasi-judicial proceeding.

g) *Quasi-Judicial Proceedings*: Proceedings where existing policies and regulations are applied to a specific property.

h) *Record*: Refers to the testimony at the public hearing and the materials which are contained in the Official City File on the Application by the conclusion of the hearing.

SECTION 5. Ex Parte Communications. In all quasi-judicial hearings, all rulings must be based only upon the evidence presented at the hearing. In accordance with Section 286.0115(1) of the Florida Statutes, ex parte communications with City Council, Board or Committee members in quasi-judicial matters is permissible and the adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Council, Board or Committee members:

a) The substance of any ex parte communication with a City Council, Board or Committee member which relates to the quasi-judicial action pending before the said City Council, Board or Committee is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the Record before the final action on the matter.

b) A City Council, Board or Committee member may read a written communication from any person. However, a written communication that relates to a quasi-judicial action pending before the City Council, Board or Committee shall not be presumed prejudicial to the action, and such written communication shall be made a part of the Record before final action on the matter.

c) A City Council, Board or Committee member may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the Record before final action on the matter.

d) Disclosure made pursuant to subparagraphs 1, 2, and 3 must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

SECTION 6. General Procedures for Quasi-Judicial Proceedings.

a) Any hearing listed on a City Council, Board or Committee agenda as a quasi-judicial public hearing will be conducted pursuant to these rules. This means that the applicable Council, Board or Committee is required by law to base its decision on the evidence contained in the Record of this proceeding, which consists of the testimony at the hearing and on the materials which are in the Official City File on this Application.

b) A complete copy of the Official City File shall be submitted by the applicable City department to the City Council, Board or Committee clerk no later than five (5) calendar days prior to the public hearing. All documents submitted at the public hearing shall be supplemented by the City and/or City Council, Board or Committee clerk at the hearing. The Official City File shall be made available upon request for public inspection at the City Clerk's Office upon reasonable request.

c) Party Intervenors: The City Attorney, at his or her sole discretion, may allow a person to intervene as a Party Intervenor if they have an interest in the Application which is different than the public at large. Persons wishing to be designated as Party Intervenors shall submit a written request to intervene no later than 5 days prior to the hearing. The written request must include a detailed outline of their interest in the Application, a synopsis of their argument, copies of all documents which they intend to present at the hearing and a list of all witnesses they intend to call to testify on their behalf.

d) Time Limits:

i. City Staff Time Limits: The City staff shall have up to twenty (20) minutes (including the presentation of witnesses and expert witnesses) to present the City's argument.

ii. Applicant's Time Limits: The Applicant shall have up to twenty (20) minutes (including the presentation of witnesses and expert witnesses) to present the Applicant's argument.

iii. Party Intervenor's Time Limits: The Party Intervenor shall have up to twenty (20) minutes (including the presentation of witnesses and expert witnesses) to present the Party Intervenor's argument.

iv. Citizen Participants: Citizen Participants, if applicable, shall each have three (3) minutes to speak.

v. The time limits listed hereinabove exclude any applicable time expended for cross-examination or questions from the City Council, Board or Committee members.

vi. Extension of Time: The City Council, Board or Committee, at its sole discretion, may extend the time for presentations upon reasonable request.

SECTION 7. Conduct of the public hearing.

a) The chairperson of the City Council, Board or Committee shall call the proceeding to order and announce that the hearing has begun and shall explain the rules concerning the quasi-judicial procedures, testimony and admission of evidence. The Applicant, City staff and/or the City Council, Board or Committee may request a waiver of certain rules contained herein to ensure efficiency and fundamental fairness to all parties. Such waiver must be mutually agreed to.

b) At the beginning of the hearing, the City Council, Board or Committee members will announce for the record any "ex parte" communications not previously disclosed in writing and included in the Official City File. The name of the person with whom the contact occurred and the subject matter of the discussion will be disclosed.

c) The City Clerk, or similar individual attending the meeting of the City Council, Board or Committee, will administer an oath to all persons who intend to testify at this public hearing. Each Applicant shall disclose any consideration provided or committed directly, or on its behalf, for an agreement to support, or withhold objection to, the requested relief or action.

d) The presentation of the matter shall be in the following order:

i. the City staff shall first place the Official City File into the Record and thereinafter make its initial presentation;

ii. the Applicant will then make a rebuttal presentation;

iii. a Party Intervenor, if applicable, shall make a presentation;

iv. Citizen Participants may speak for or against the Application;

v. the City Staff, the Applicant and any applicable Party Intervenor shall have two (2) minutes each for rebuttal and/or closing statements; and

vi. the City Council, Board or Committee shall commence deliberations and render a decision based on the Record.

e) All witnesses are subject to cross-examination during the hearing. After presentations have been made by the City staff, the Applicant and any Party Intervenor, if applicable, cross-examination will be permitted on the witnesses in the public hearing, including the City staff, the Applicant and any Party Intervenor, in order of their appearance at the hearing. Cross examination shall be limited to two (2) minutes per witness. However, the Mayor or person presiding as the Chairperson over the meeting may enlarge the time period allowed for cross-examination when necessary to ensure due process is provided. Anyone who testifies at the hearing should remain until the conclusion of the hearing in order to be able to respond to any questions.

f) During the presentation of the case and testimony by City staff, the Applicant, and the Party Intervenor, if applicable, only the City Council, or Board or Committee members are permitted to ask questions and may ask questions at any time during the proceeding.

g) The Mayor or Chairperson of the City Council Board or Committee or the legal advisor to the City Council, Board or Committee shall have the authority to determine if the questions and evidence are relevant. If the questioning is deemed to be improper or irrelevant, the chairperson or the legal advisor to the City Council, Board or Committee shall have the authority to halt the line of questioning.

h) At the conclusion of the hearing, the City Attorney or legal advisor shall advise the City Council, Board or Committee as to the applicable law and the factual findings that must be made to approve or deny the Application.

SECTION 8. Severability. If any portion, section, paragraph, sentence, clause or word of this Resolution is determined by a court of competent jurisdiction to be unconstitutional, invalid, unenforceable, inoperative or void, then such a determination shall not affect the validity of the remainder of this Resolution and the balance of this Resolution shall remain in full force and effect.

SECTION 9. Conflicts. This Resolution shall be supplemental to Resolution 14-R111, as duly passed and approved by the City Council on July 14, 2014, relating to the Rules of City Council, and this Resolution shall control to the extent of any conflict with Resolution 14-R111, in relation to quasi-judicial proceedings. Otherwise, this Resolution shall supersede any previous rules and order of business for quasi-judicial proceedings before the City Council, or other Board or Committee established by the City Charter, City Council, or the Port St. Lucie Code of Ordinances.

SECTION 10. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 10th day of October, 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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 1/9/17

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager
Cheryl Shanaberger, MPA, CPPO, Director, Procurement Management Department
James Angstadt, P.E., Director of Public Works

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: E-Bid #20170006- Swale Liner Maintenance- Area B

Submittal Date: 12/27/2016

STRATEGIC PLAN LINK: Port St. Lucie Vision 2030, Principle 2 Beautiful City

BACKGROUND: The City has an estimated 894 miles of drainage swale liner, of which approximately 474.317 miles are in Area B as identified in the attached maps. Previously the entire 894 miles of swale liner was maintained by a single contractor who was unable to provide the required six (6) rotations annually at their contracted unit price. City Staff recommended dividing the area into two (2) sections so that the level of service could be maintained at a sustainable unit price. The swale liner maintenance includes, but is not limited to, weed and sediment removal, edging, repair or replacement of loose or damaged liner, and providing detailed summaries of daily activities. As vacant lots are developed and the Public Works Department expands the swale liner system, additional swale liner may be added to the contract. The current contract was awarded to De Angelo Brothers, Inc. (DBI) on December 14, 2015 under contract #20150125. DBI contacted the Procurement Management Department requesting that the services be rebid because they were losing money on the contract, as it requires extensive labor. The current contract #20150125 will be terminated effective January 30, 2017. The new E-Bid #20170006 was advertised on October 14, 2016, to five hundred and five (505) bidders. The City received three (3) responsive proposals on November 15, 2016. Environmental Land Development, Inc. withdrew their bid on December 12, 2016, stating that they were recently awarded other bids and now feel that they do not have the resources to provide the services that this project will require.

ANALYSIS: Staff requested a detailed business plan from the lowest responsive bidder, Aquatic Vegetation Control, Inc. (AVC) and met to discuss the scope of work. AVC has the necessary knowledge, skills, local labor, and equipment to provide the required services for this contract. This contract is labor intensive and AVC has a local labor source, which is a very important component to the success of this contract. AVC's main office is in Riviera Beach, but also have offices in Palm City and Port St. Lucie, which will provide the management, staff, and other resources for this contract.

FINANCIAL INFORMATION: Funds are available in the Public Works Storm Water Utility Fund and Road and Bridge Fund in the Greenbelt and Waterway Maintenance Division in Liner Maintenance

LEGAL INFORMATION: Reviewed by O. Reginald Osenton on December 27, 2016 and approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid#20170006 - Swale Liner Maintenance - Area B to Aquatic Vegetation Control, Inc., and to enter into a unit price contract for $297.00 per mile for a term of five (5) years with one (1) five (5) year term renewal option. The estimated annual cost for six (6) rotations is $830,109.06, plus a one-time $10.00 indemnification fee.

SPECIAL CONSIDERATION: N/A

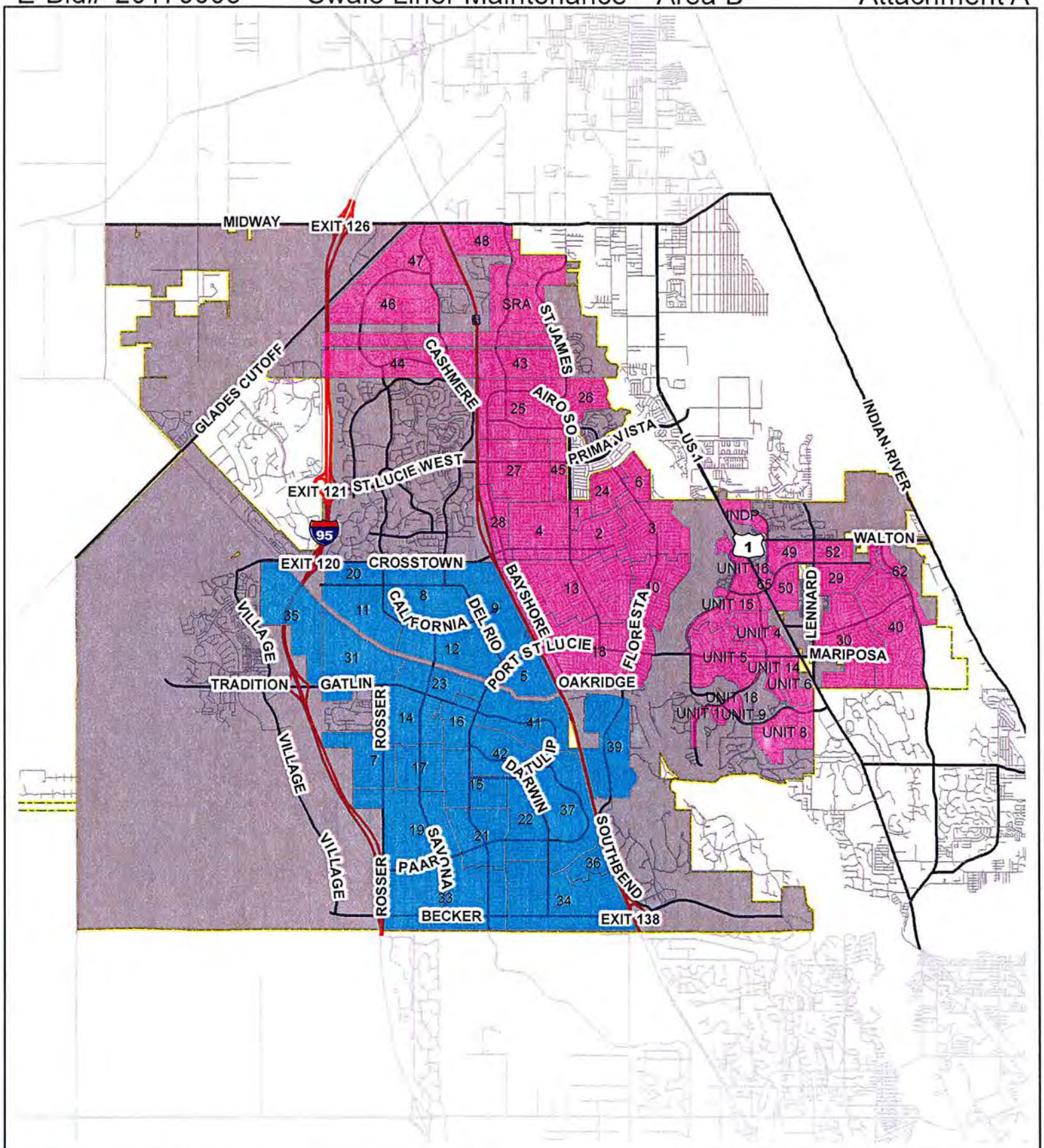
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: See Attachment A - Swale Liner Maintenance Area B

ATTACHMENTS: Location Map, Contract, Bid Tabulation, Bid Opening Sign-in Sheet, Winning Proposal and Business Plan, Audio of Business Plan Meeting, Sign-in Sheet for Business Plan Meeting, E-Bid, Addenda, Unsuccessful Proposals

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



Title

E-Bid# 20170006
Swale Liner Maintenance
City Map - Areas A and B
Attachment A

Legend

- AREA A
- AREA B
- City Sections

Date: 9/10/2015
Page: 1 of 1
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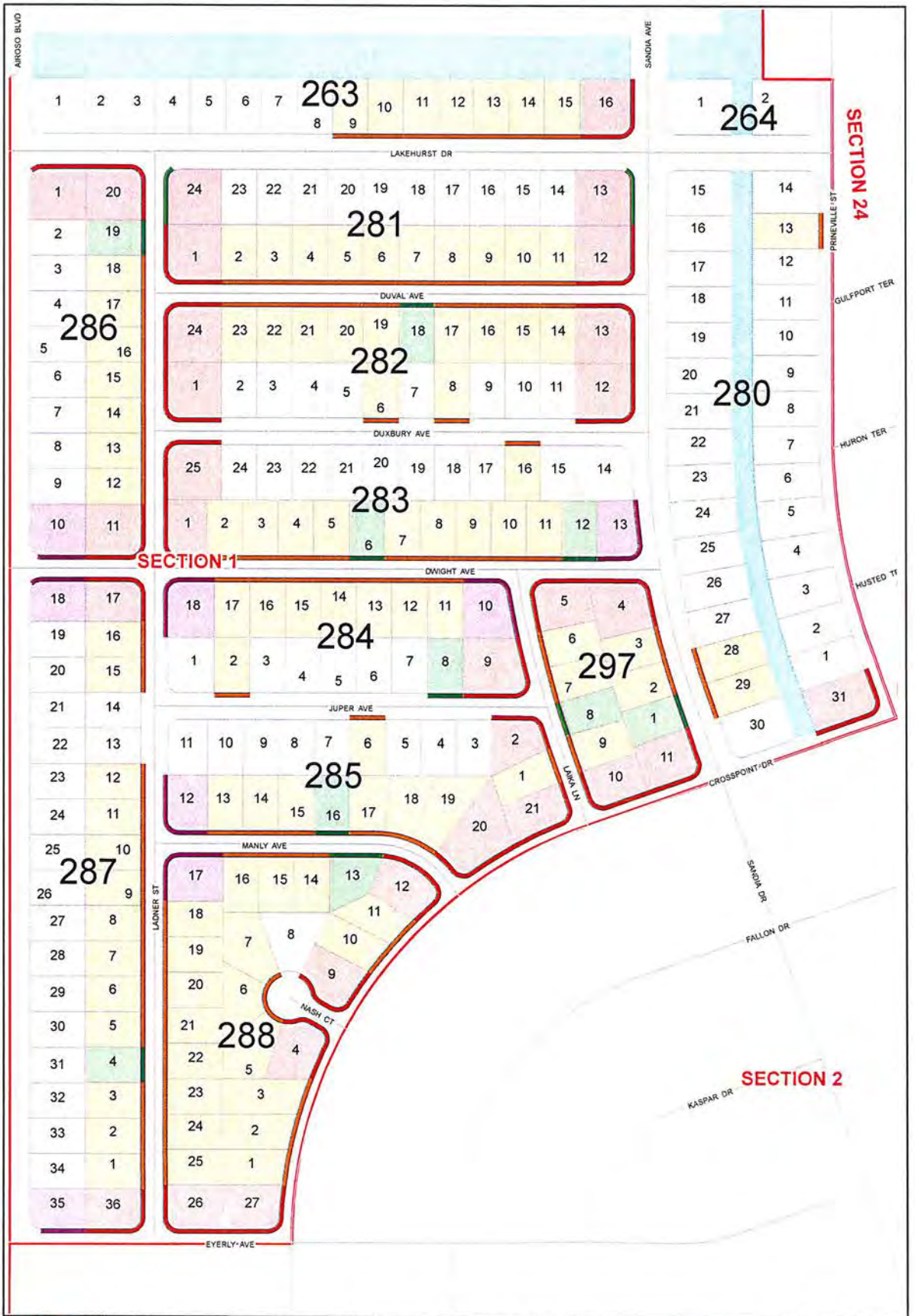

Liner Maps by Section: SECTION 1

Improved w/ Liner:	11,732 feet	2.222 miles
Vacant w/ Liner:	2,663 feet	0.504 miles
Total w/ Liner:	14,393 feet	2.726 miles

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VACANT
VACANT CORNER

Date 8/5/2015
Page
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0 80 160 Feet

Liner Maps by Section: SECTION 2

Improved w/ Liner:	59,861 feet	11.337 miles
Vacant w/ Liner:	11,553 feet	2.188 miles
Total w/ Liner:	71,412 feet	13.525 miles

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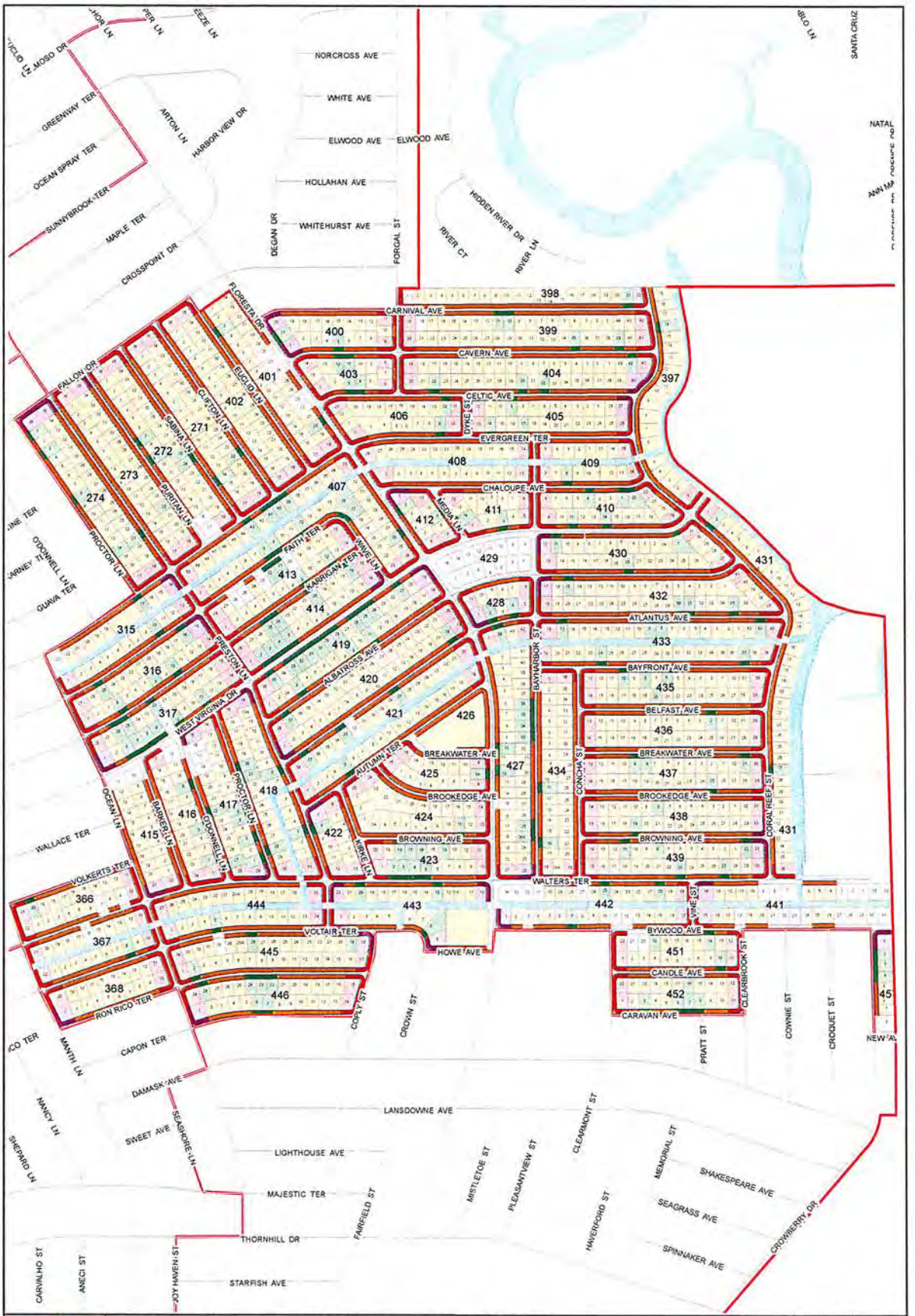

CITY of PORT ST. LUCIE FLORIDA

Liner Maps by Section: SECTION 3

Improved w/ Liner:	114,532 feet	21.692 miles
Vacant w/ Liner:	23,670 feet	4.483 miles
Total w/ Liner:	138,204 feet	26.175 miles

Liner Maps by Section: SECTION 4

Improved w/ Liner:	107,434 feet	20.347 miles
Vacant w/ Liner:	26,683 feet	5.054 miles
Total w/ Liner:	134,117 feet	25.401 miles

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Date 8/5/2015
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CITY of PORT ST. LUCIE FLORIDA

Liner Maps by Section: SECTION 6

Improved w/ Liner:	40,495 feet	7.669 miles
Vacant w/ Liner:	6,163 feet	1.167 miles
Total w/ Liner:	46,654 feet	8.836 miles

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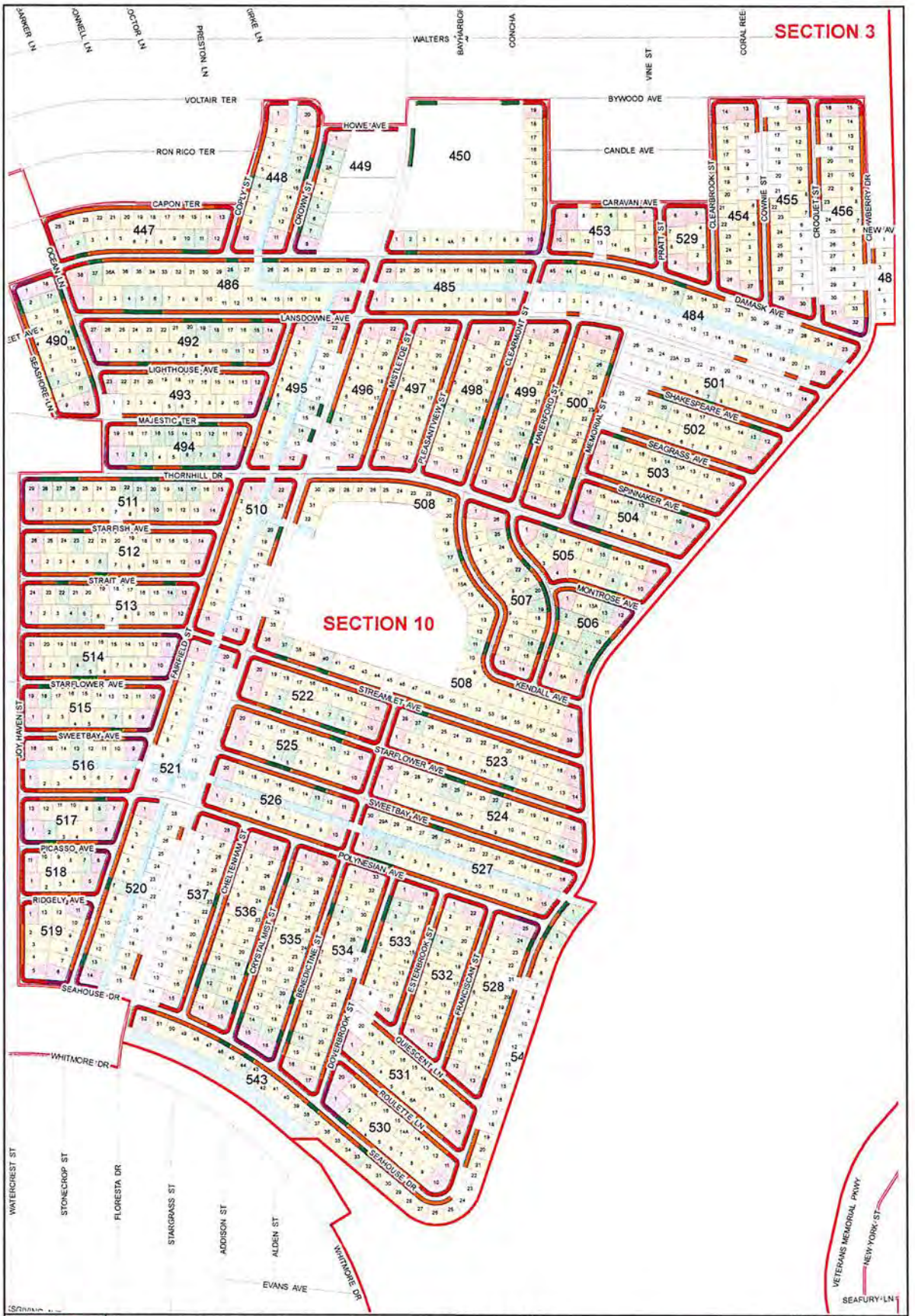

Liner Maps by Section: SECTION 10

Improved w/ Liner:	94,064 feet	17.815 miles
Vacant w/ Liner:	17,757 feet	3.363 miles
Total w/ Liner:	111,820 feet	21.178 miles

No Data
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VACANT
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Date 8/5/2015
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0 225 450 Feet

Liner Maps by Section: SECTION 13

Improved w/ Liner: 212,862 feet 40.315 miles
Vacant w/ Liner: 59,107 feet 11.195 miles
Total w/ Liner: 271,973 feet 51.51 miles

No Data
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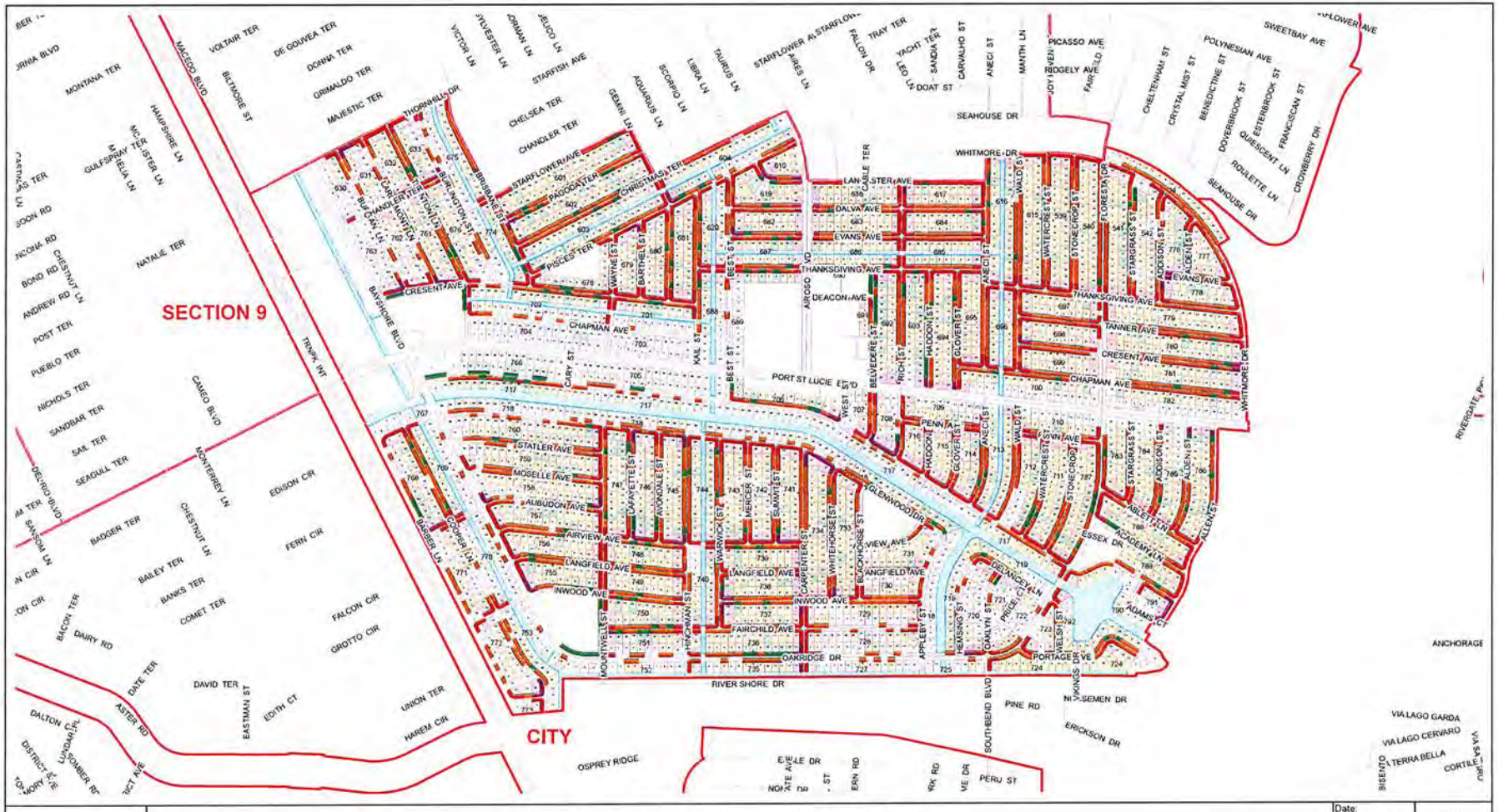

Liner Maps by Section: SECTION 18

Improved w/ Liner: 176,544 feet 33.436 miles
Vacant w/ Liner: 39,098 feet 7.405 miles
Total w/ Liner: 215,640 feet 40.841 miles

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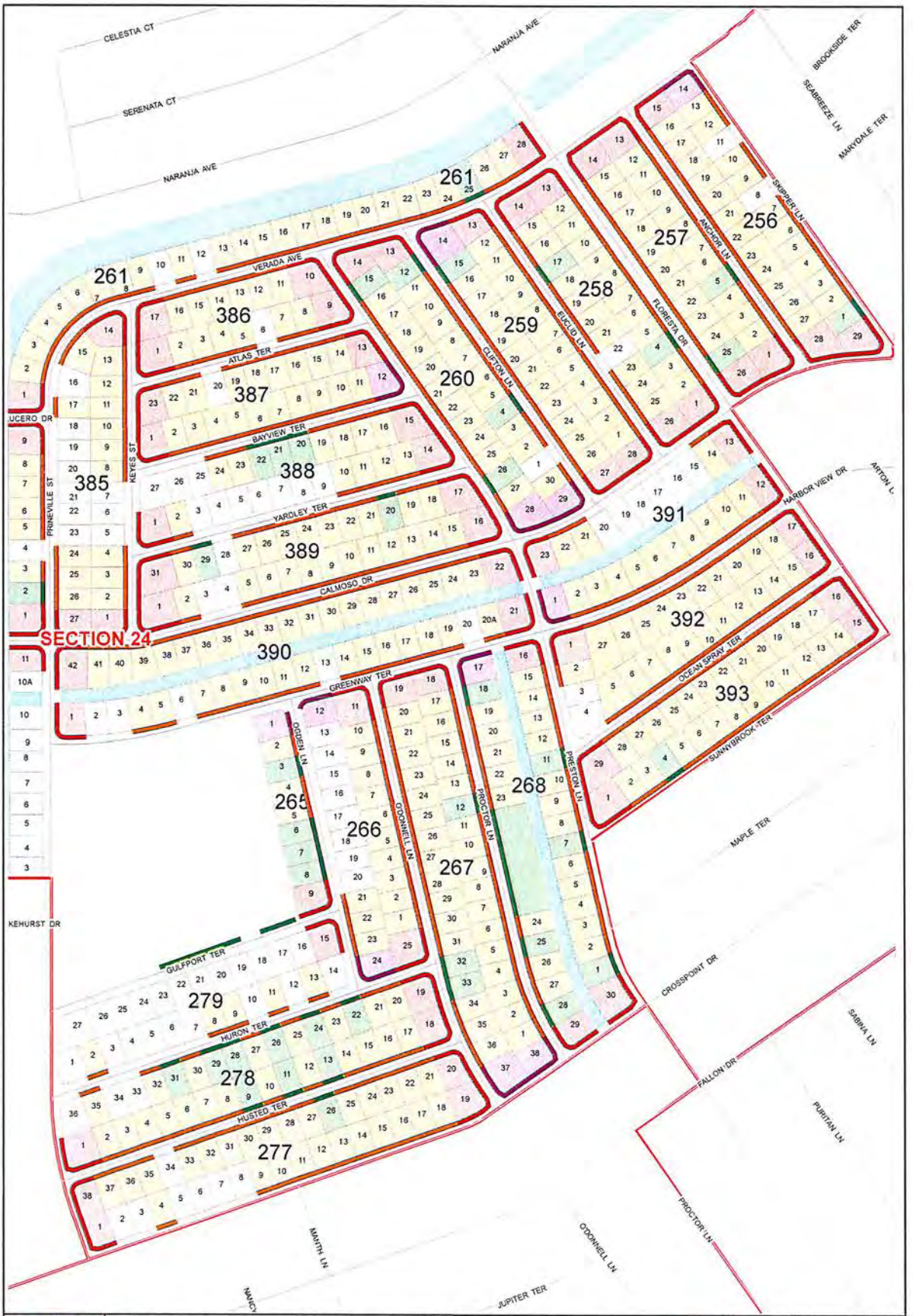

CITY of PORT ST. LUCIE FLORIDA

Liner Maps by Section: SECTION 24

Improved w/ Liner:	40,137 feet	7.602 miles
Vacant w/ Liner:	6,929 feet	1.312 miles
Total w/ Liner:	47,066 feet	8.914 miles

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Liner Maps by Section: SECTION 25

Improved w/ Liner: 103,481 feet 19.599 miles
Vacant w/ Liner: 18,031 feet 3.415 miles
Total w/ Liner: 121,514 feet 23.014 miles

No Data
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Feet

City of Port St. Lucie Florida

Liner Maps by Section: SECTION 26

Improved w/ Liner:	41,232 feet	7.809 miles
Vacant w/ Liner:	9,747 feet	1.846 miles
Total w/ Liner:	50,978 feet	9.655 miles

No Data
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Liner Maps by Section: SECTION 27

Improved w/ Liner: 112,360 feet 21.28 miles
Vacant w/ Liner: 25,528 feet 4.835 miles
Total w/ Liner: 137,887 feet 26.115 miles

No Data
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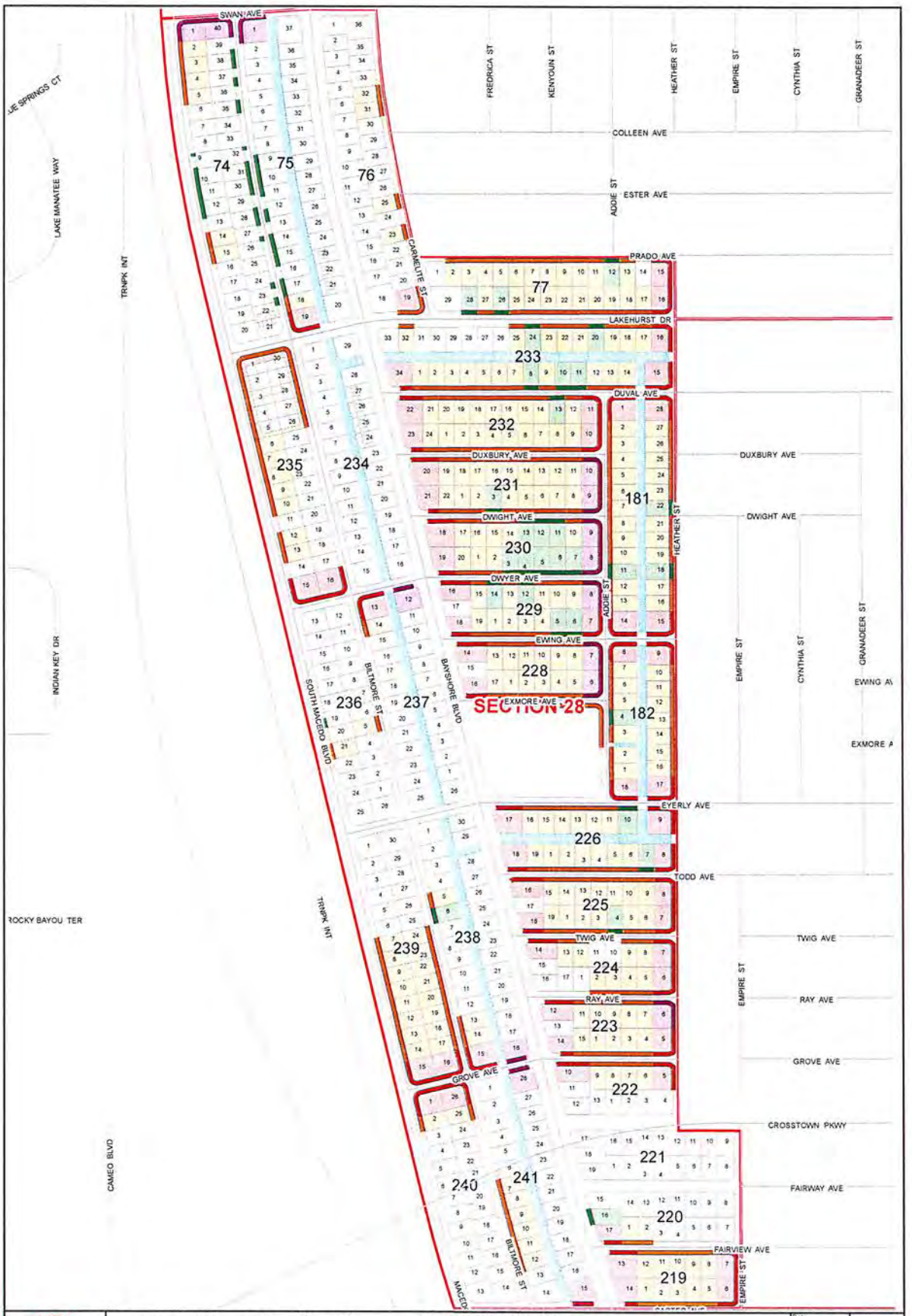
SWAN AVE
FREDRICA ST
KENYOUN ST
HEATHER ST
EMPIRE ST
CYNTHIA ST
GRANADEER ST
COLLEEN AVE
ESTER AVE
ADDIE ST
PRADO AVE
LAKEHURST DR
DUVAL AVE
DUXBURY AVE
DWIGHT AVE
DWYER AVE
EWING AVE
EXMORE AVE
EYERLY AVE
TODD AVE
TWIG AVE
RAY AVE
GROVE AVE
CROSSTOWN PKWY
FAIRWAY AVE
FAIRVIEW AVE
CARMELITE ST
BILTMORE ST
BAYSHORE BLVD
SOUTH MACEDO BLVD
TRNPK INT
LAKE MANATEE WAY
INDIAN KEY DR
ROCKY BAYOU TER
CAMEO BLVD
SECTION 28
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241
Liner Maps by Section: SECTION 28
Improved w/ Liner: 25,616 feet 4.851 miles
Vacant w/ Liner: 6,610 feet 1.252 miles
Total w/ Liner: 32,224 feet 6.103 miles
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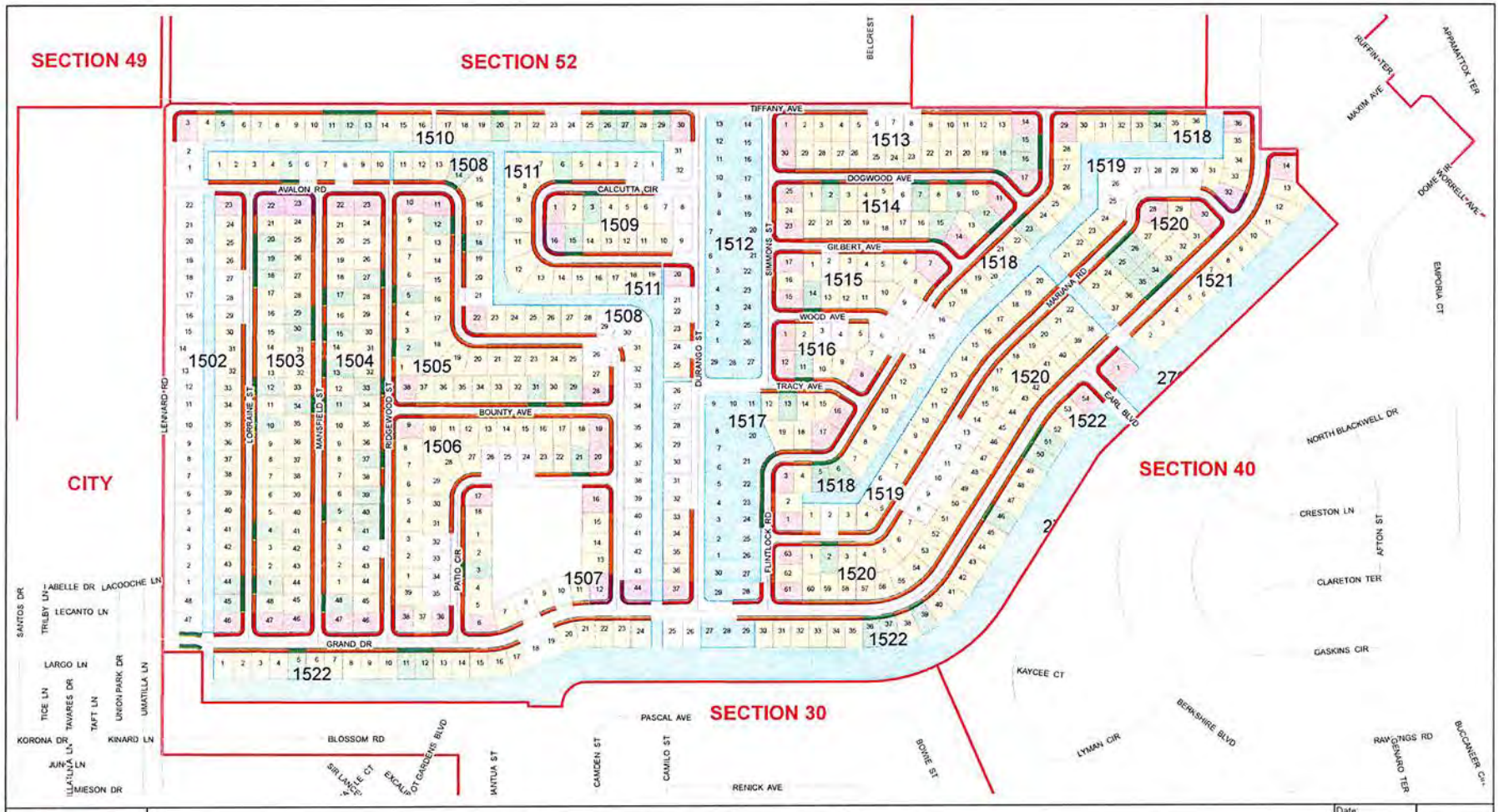

Liner Maps by Section: SECTION 29

Improved w/ Liner: 36,199 feet 6.856 miles
Vacant w/ Liner: 7,672 feet 1.453 miles
Total w/ Liner: 43,872 feet 8.309 miles

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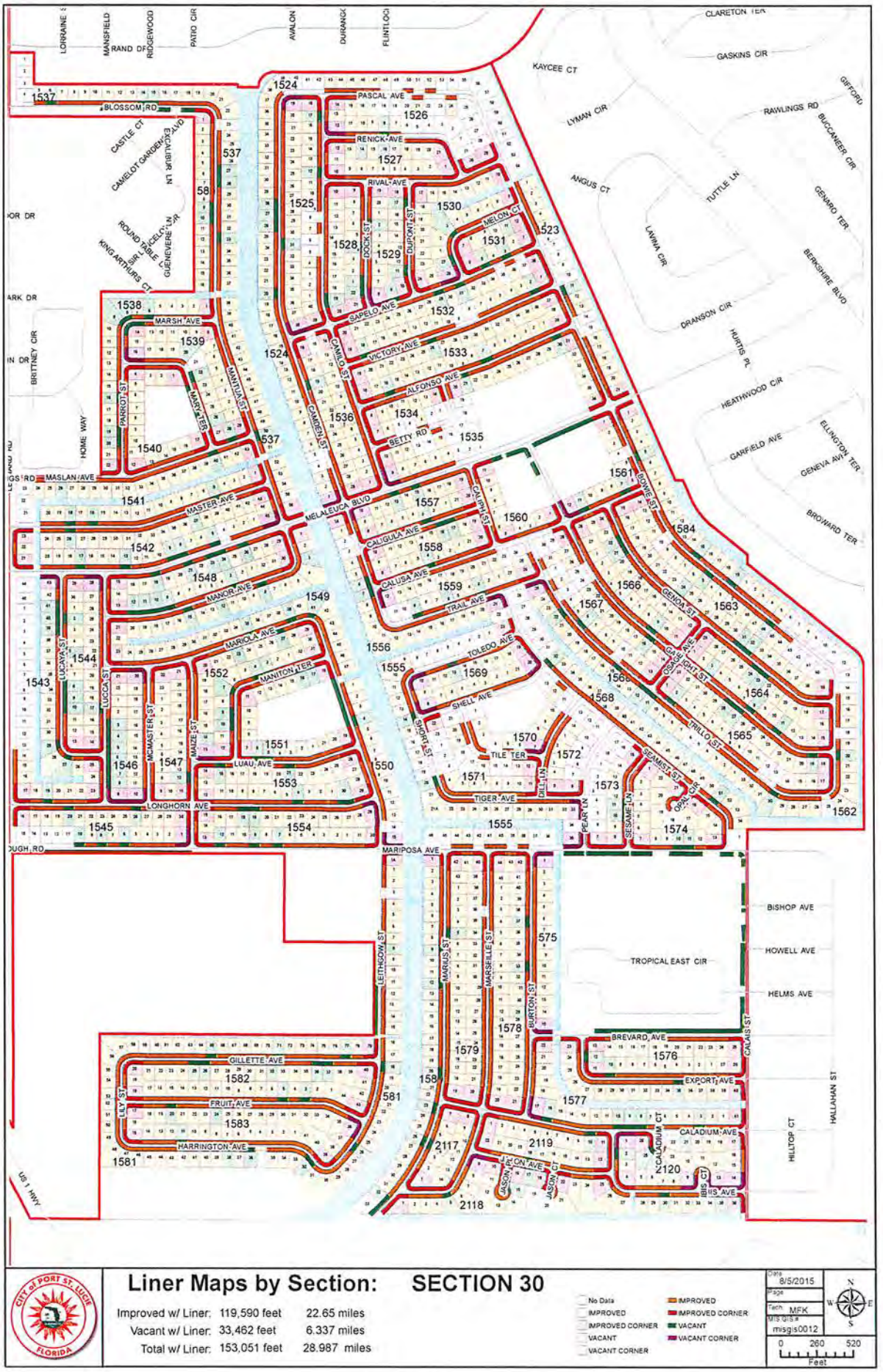

Liner Maps by Section: SECTION 30

Improved w/ Liner:	119,590 feet	22.65 miles
Vacant w/ Liner:	33,462 feet	6.337 miles
Total w/ Liner:	153,051 feet	28.987 miles

No Data
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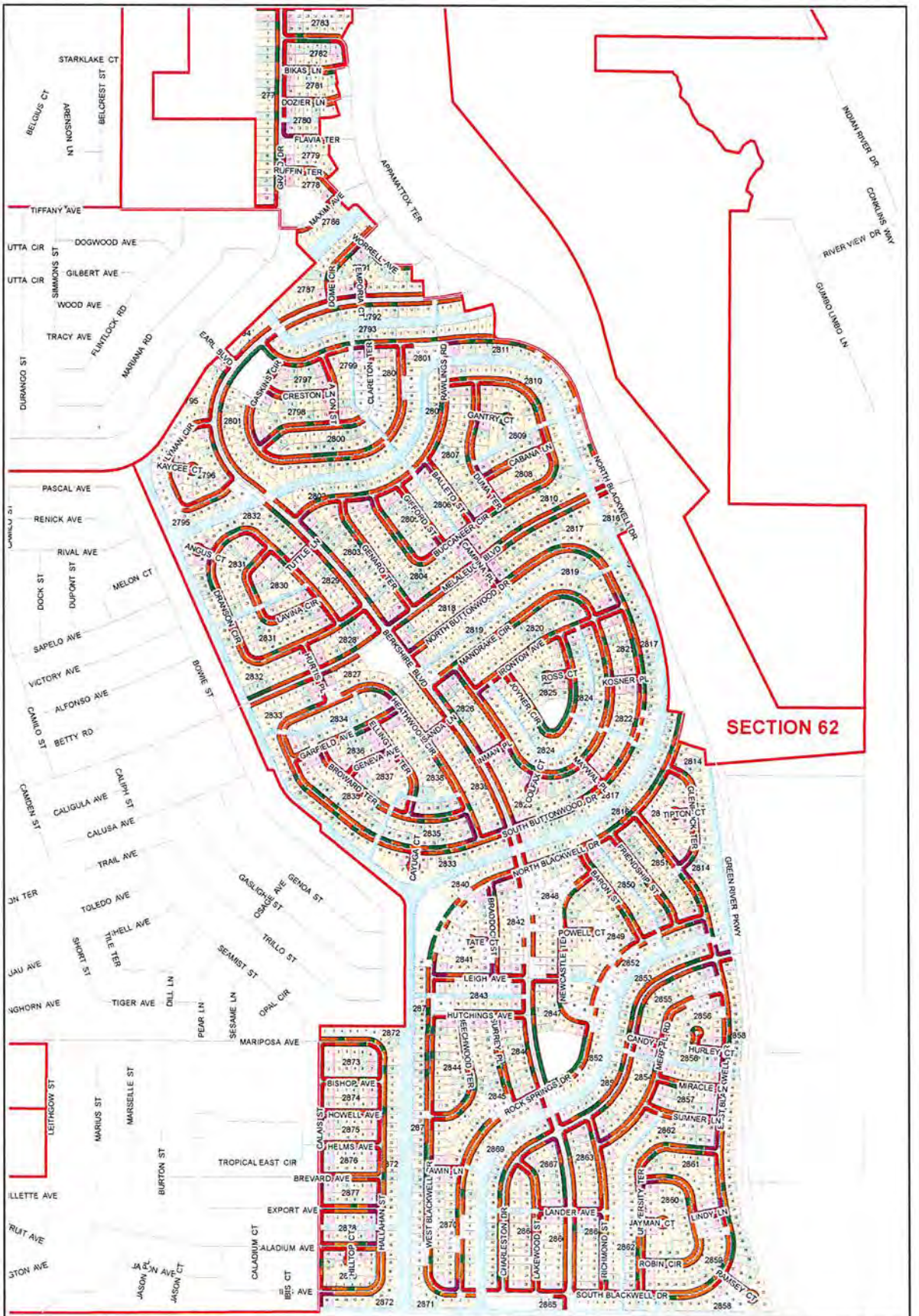

Liner Maps by Section: SECTION 40

Improved w/ Liner:	146,688 feet	27.782 miles
Vacant w/ Liner:	53,315 feet	10.098 miles
Total w/ Liner:	200,006 feet	37.88 miles

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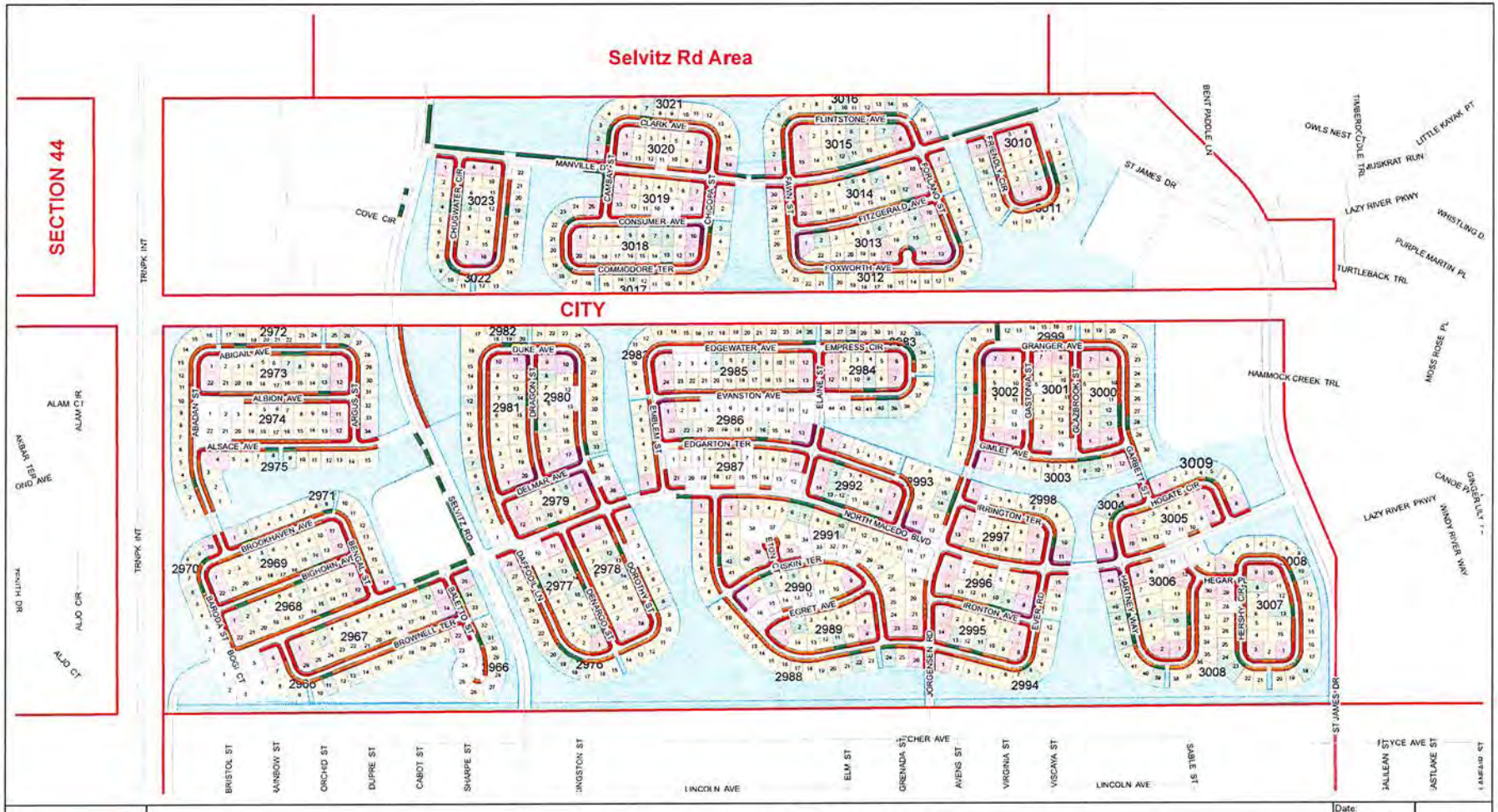
0 370 740 Feet



Liner Maps by Section: SECTION 43

Improved w/ Liner: 76,870 feet 14.559 miles
Vacant w/ Liner: 18,556 feet 3.514 miles
Total w/ Liner: 95,425 feet 18.073 miles

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0 360 720
Feet

Liner Maps by Section: SECTION 44

Improved w/ Liner: 102,343 feet 19.383 miles
Vacant w/ Liner: 13,665 feet 2.588 miles
Total w/ Liner: 116,007 feet 21.971 miles

No Data
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0 600 1,200
Feet

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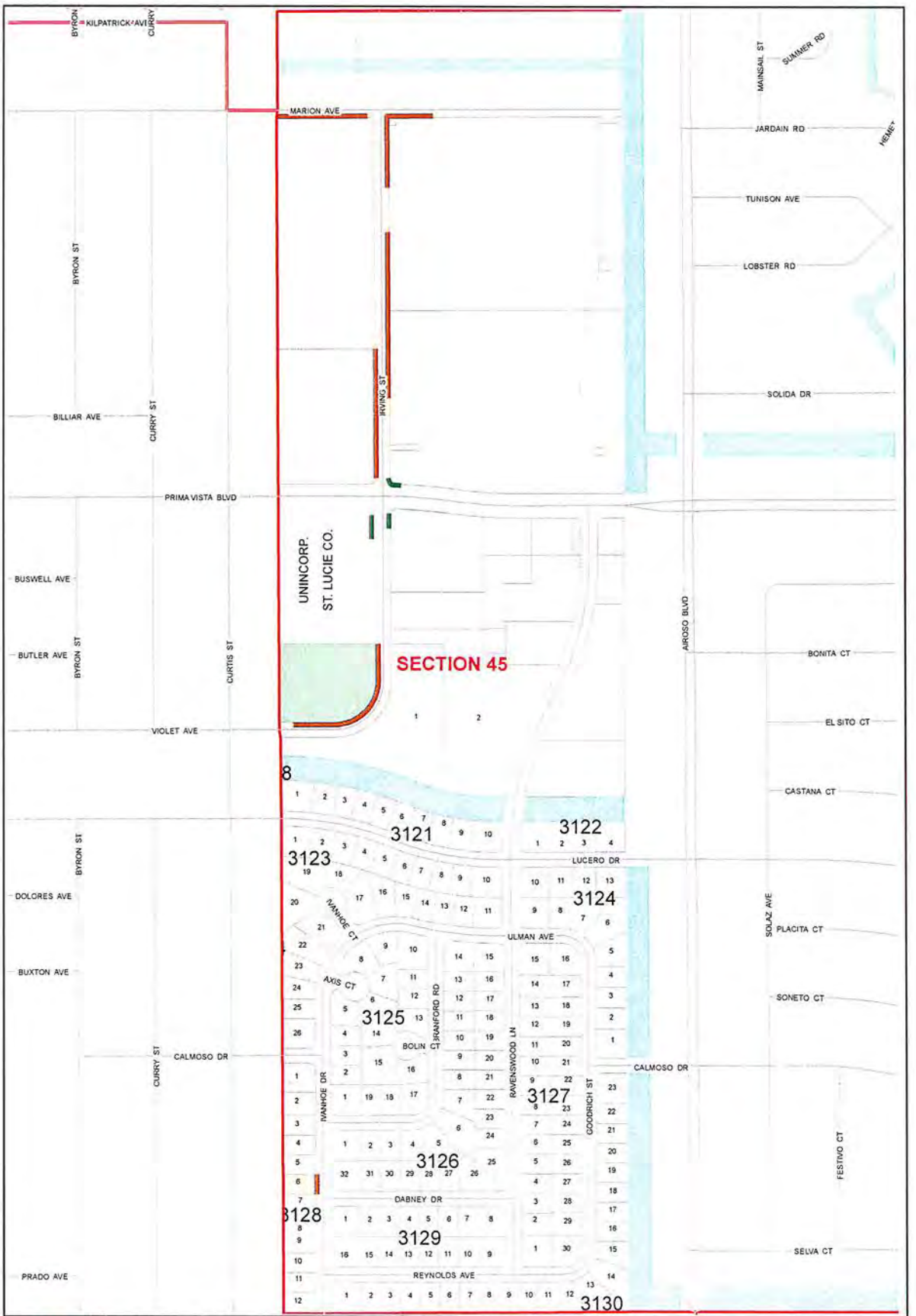

Liner Maps by Section: SECTION 45

Improved w/ Liner:	2,602 feet	0.493 miles
Vacant w/ Liner:	228 feet	0.043 miles
Total w/ Liner:	2,830 feet	0.536 miles

No Data
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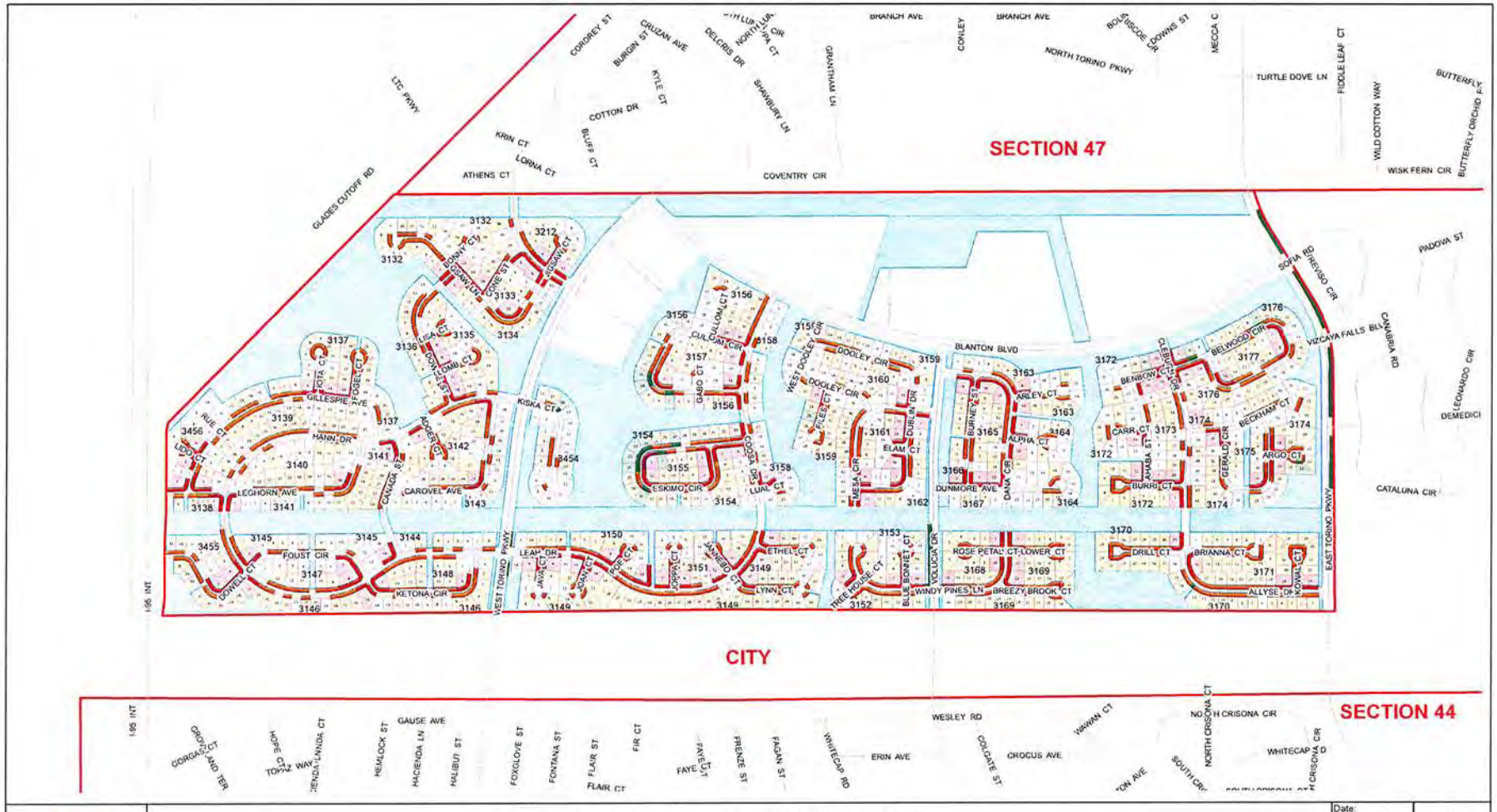
0 150 300 Feet



Liner Maps by Section: SECTION 46

Improved w/ Liner: 60,922 feet 11.538 miles
Vacant w/ Liner: 4,340 feet 0.822 miles
Total w/ Liner: 65,261 feet 12.36 miles

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0 450 900
Feet

Liner Maps by Section: SECTION 47

Improved w/ Liner: 38,050 feet 7.207 miles
Vacant w/ Liner: 5,818 feet 1.102 miles
Total w/ Liner: 43,872 feet 8.309 miles

No Data
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0 460 920
Feet

Liner Maps by Section: SECTION 48

Improved w/ Liner: 43,354 feet 8.211 miles
Vacant w/ Liner: 3,937 feet 0.746 miles
Total w/ Liner: 47,293 feet 8.957 miles

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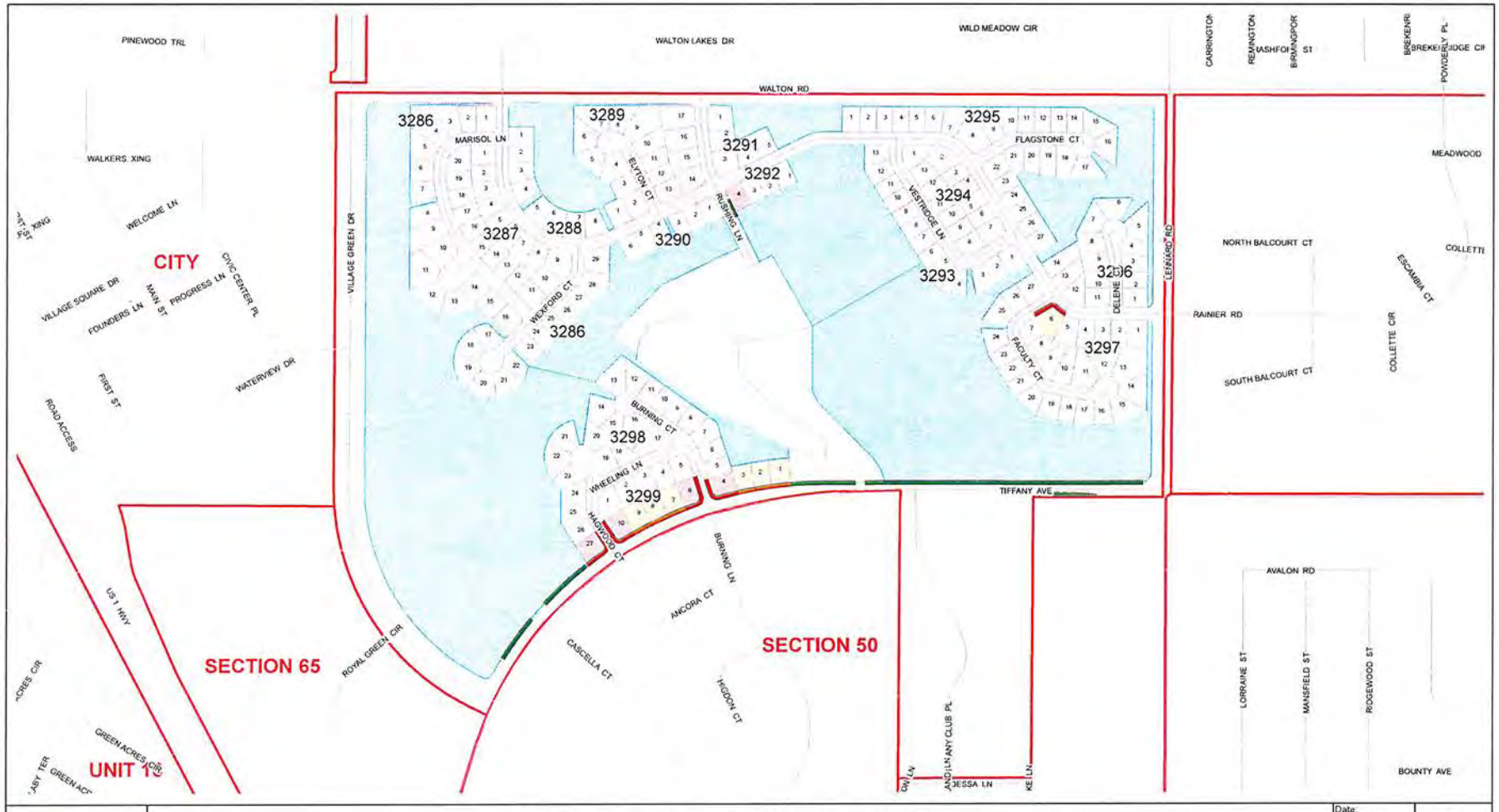
0 510 1,020
Feet

N W E S



Liner Maps by Section: SECTION 49

Improved w/ Liner: 1,381 feet 0.262 miles
Vacant w/ Liner: 2,571 feet 0.487 miles
Total w/ Liner: 3,955 feet 0.749 miles

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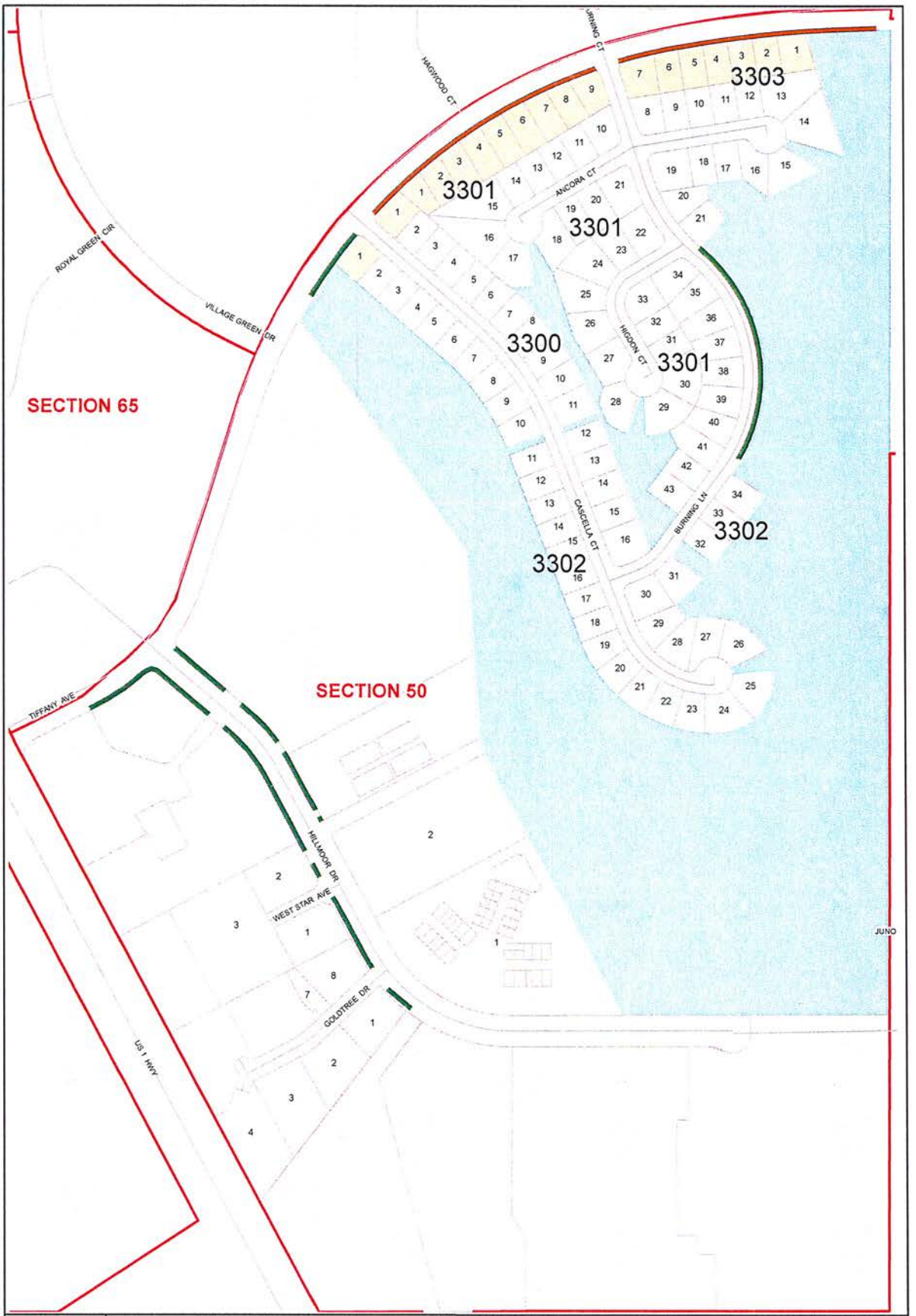
0 275 550
Feet



Liner Maps by Section: SECTION 50

Improved w/ Liner:	1,534 feet	0.291 miles
Vacant w/ Liner:	2,942 feet	0.557 miles
Total w/ Liner:	4,477 feet	0.848 miles

No Data
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0 120 240 Feet

Liner Maps by Section: SECTION 52

Improved w/ Liner: 0 feet 0 miles
Vacant w/ Liner: 1,702 feet 0.322 miles
Total w/ Liner: 1,700 feet 0.322 miles

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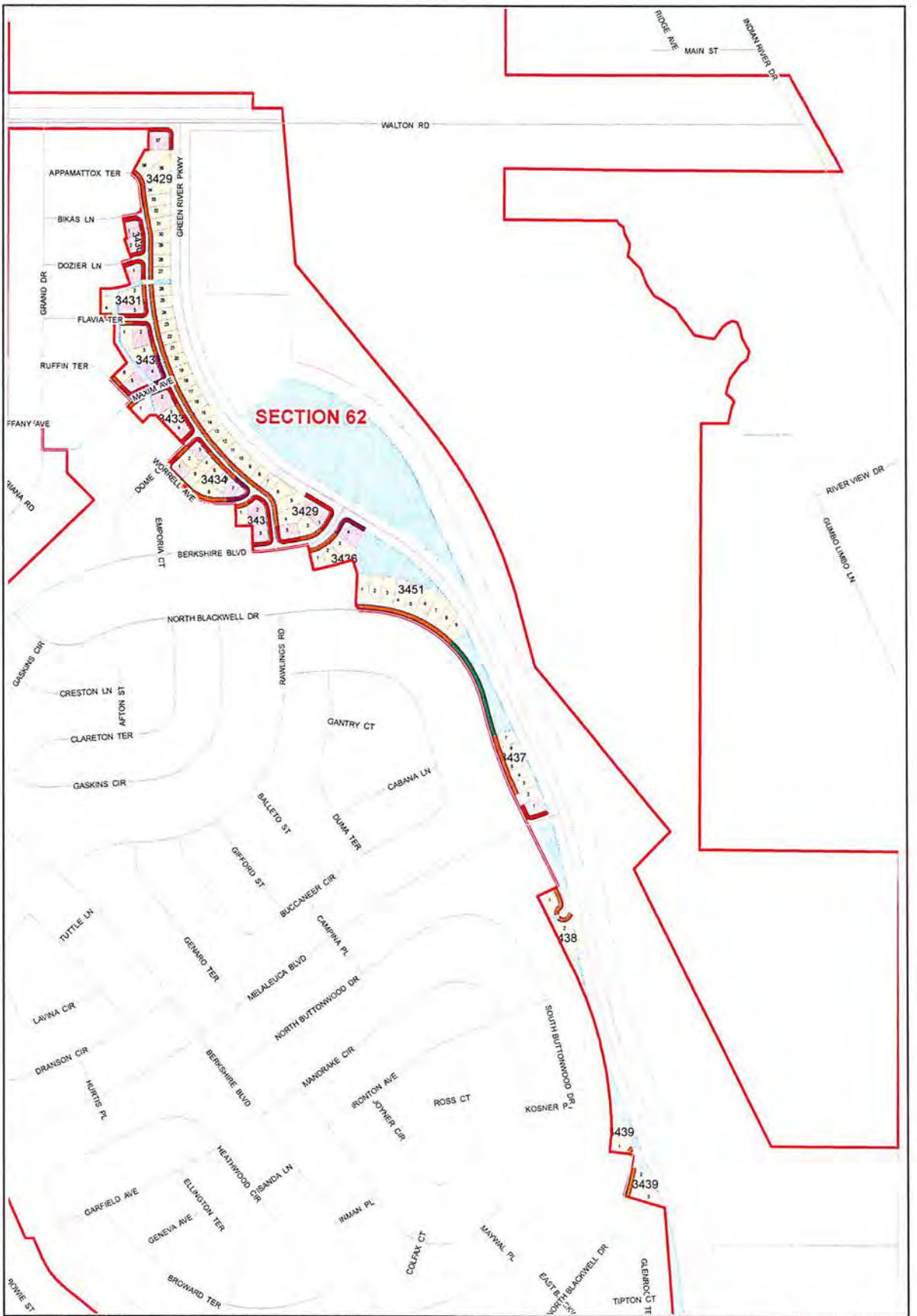
0 175 350
Feet



Liner Maps by Section: SECTION 62

Improved w/ Liner:	8,288 feet	1.57 miles
Vacant w/ Liner:	1,496 feet	0.283 miles
Total w/ Liner:	9,784 feet	1.853 miles

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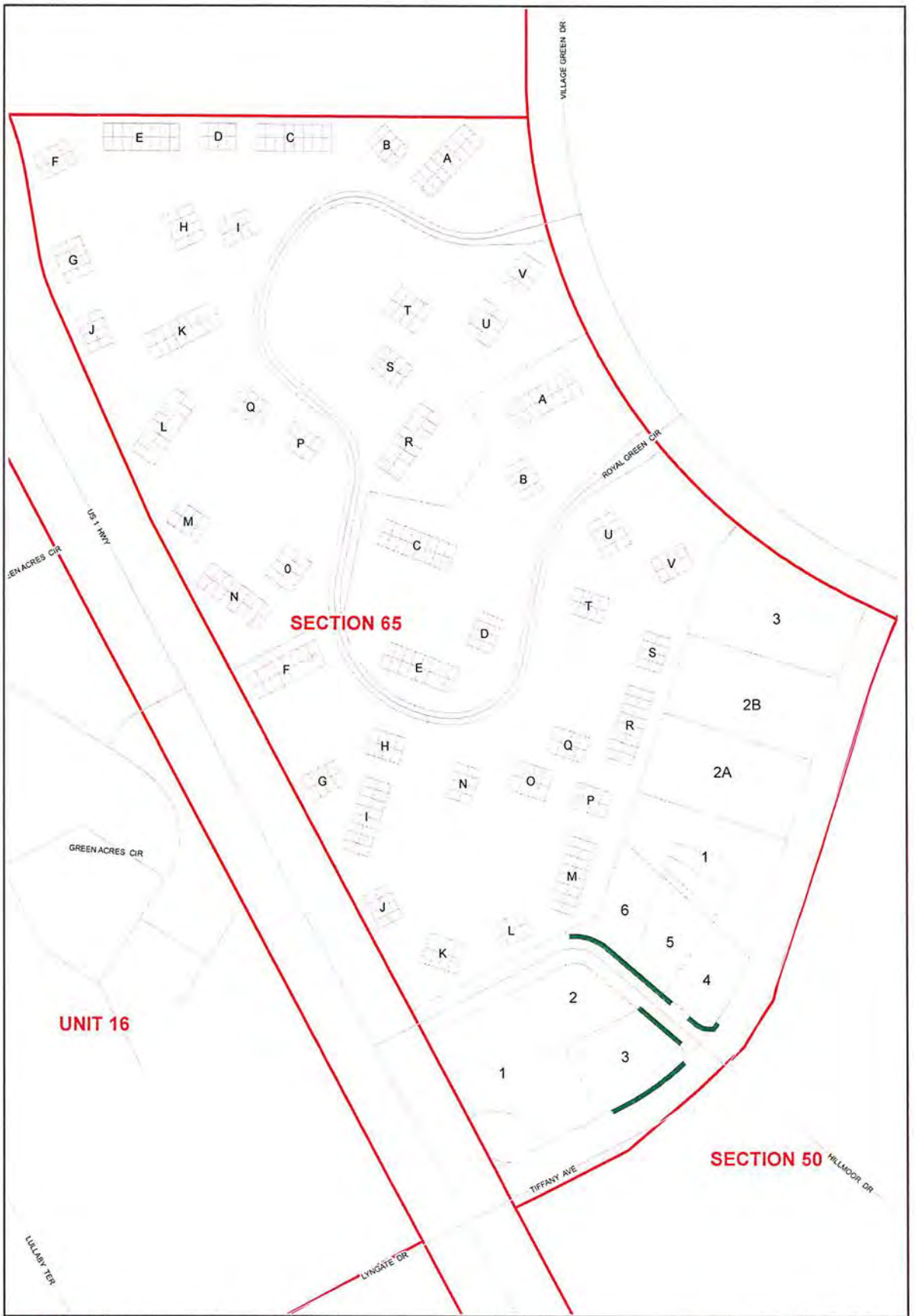
0 250 500 Feet



Liner Maps by Section: SECTION 65

Improved w/ Liner: feet miles
Vacant w/ Liner: 625 feet 0.118 miles
Total w/ Liner: feet miles

No Data
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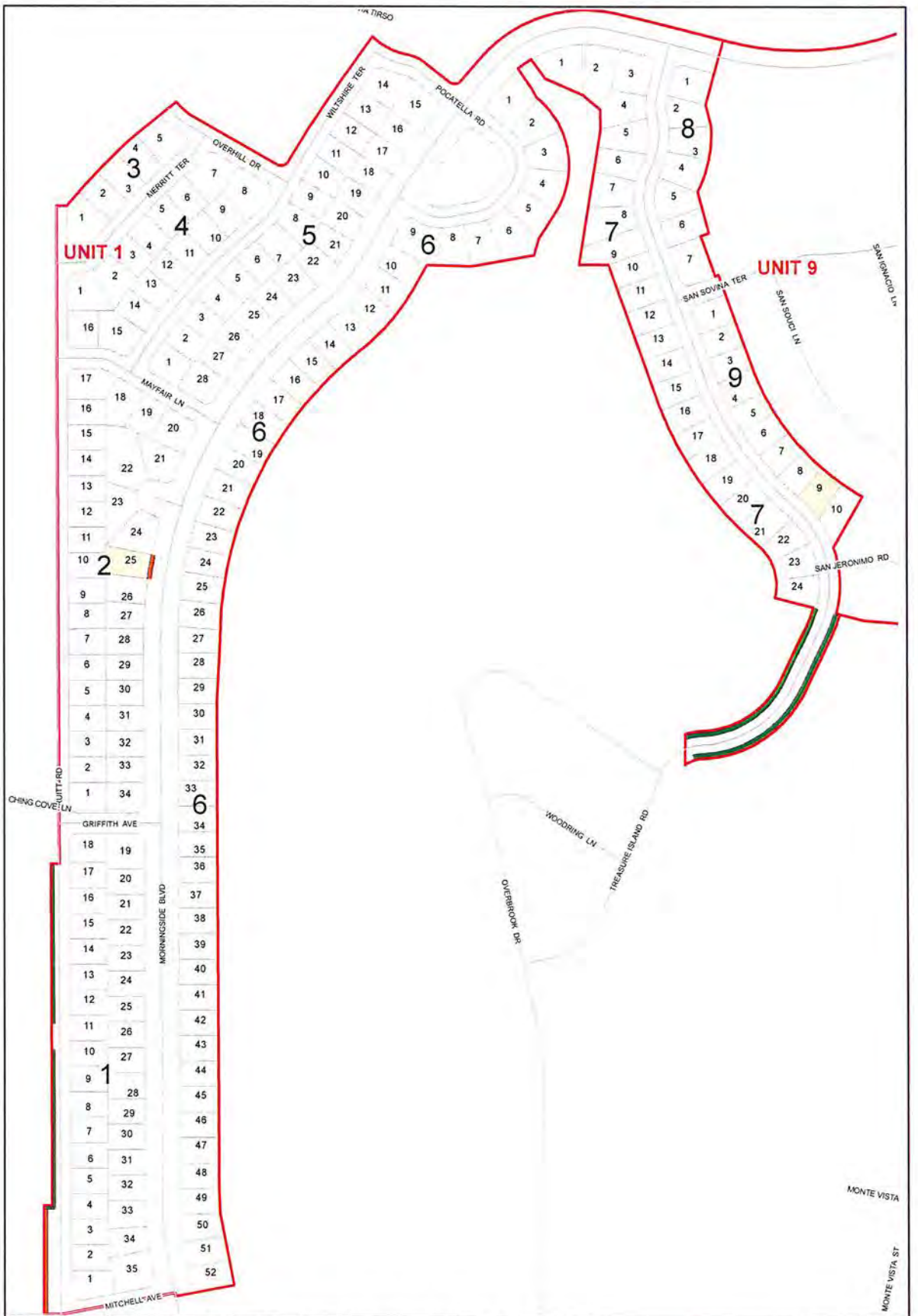
0 75 150 Feet



Liner Maps by Section: UNIT 1

Improved w/ Liner:	366 feet	0.069 miles
Vacant w/ Liner:	2,179 feet	0.413 miles
Total w/ Liner:	2,545 feet	0.482 miles

No Data
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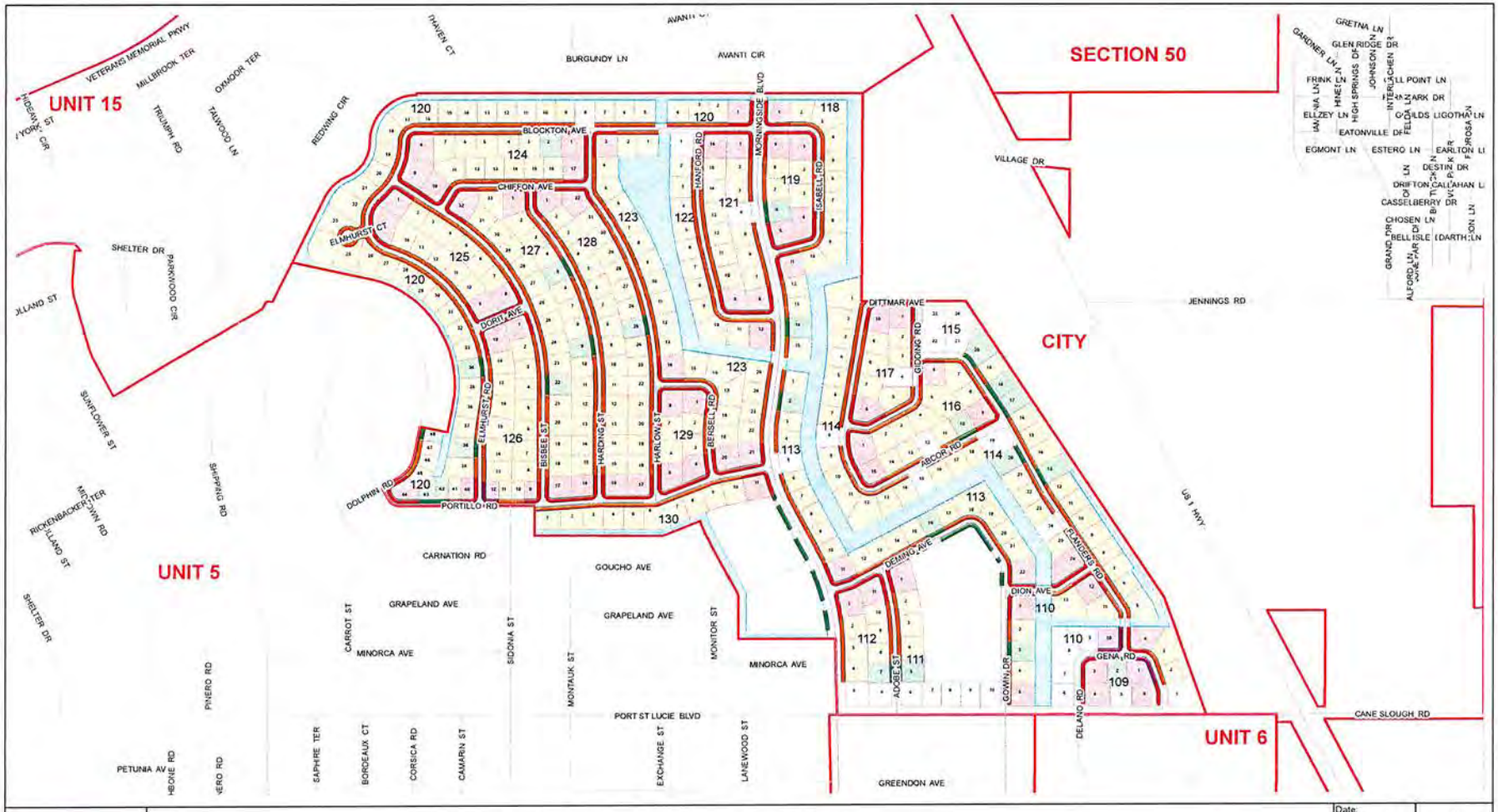
0 110 220 Feet



Liner Maps by Section: UNIT 4

Improved w/ Liner: 48,258 feet 9.14 miles
Vacant w/ Liner: 5,083 feet 0.963 miles
Total w/ Liner: 53,344 feet 10.103 miles

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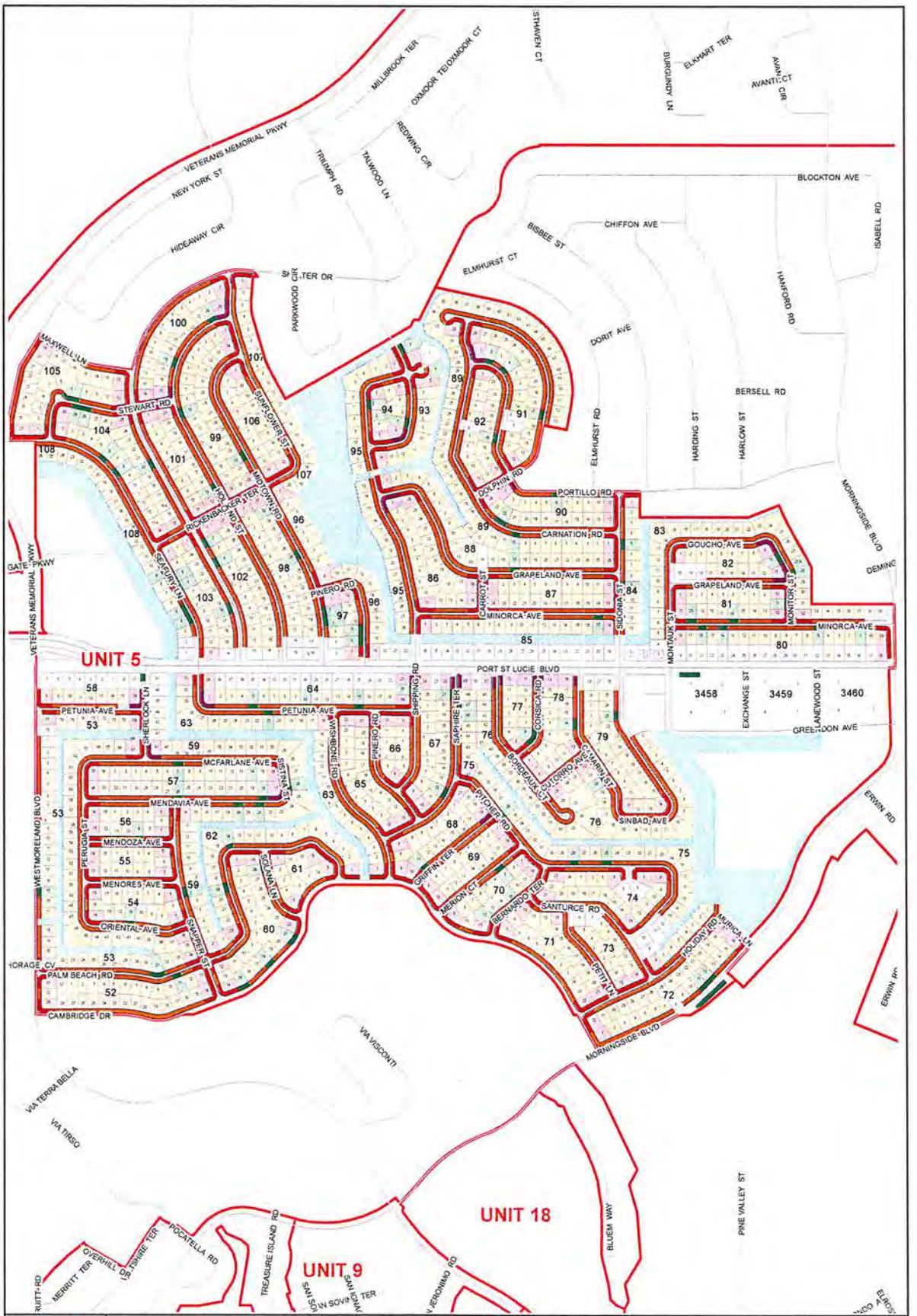

Liner Maps by Section: UNIT 5

Improved w/ Liner: 100,130 feet 18.964 miles
Vacant w/ Liner: 11,089 feet 2.1 miles
Total w/ Liner: 111,218 feet 21.064 miles

No Data
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Date 8/5/2015
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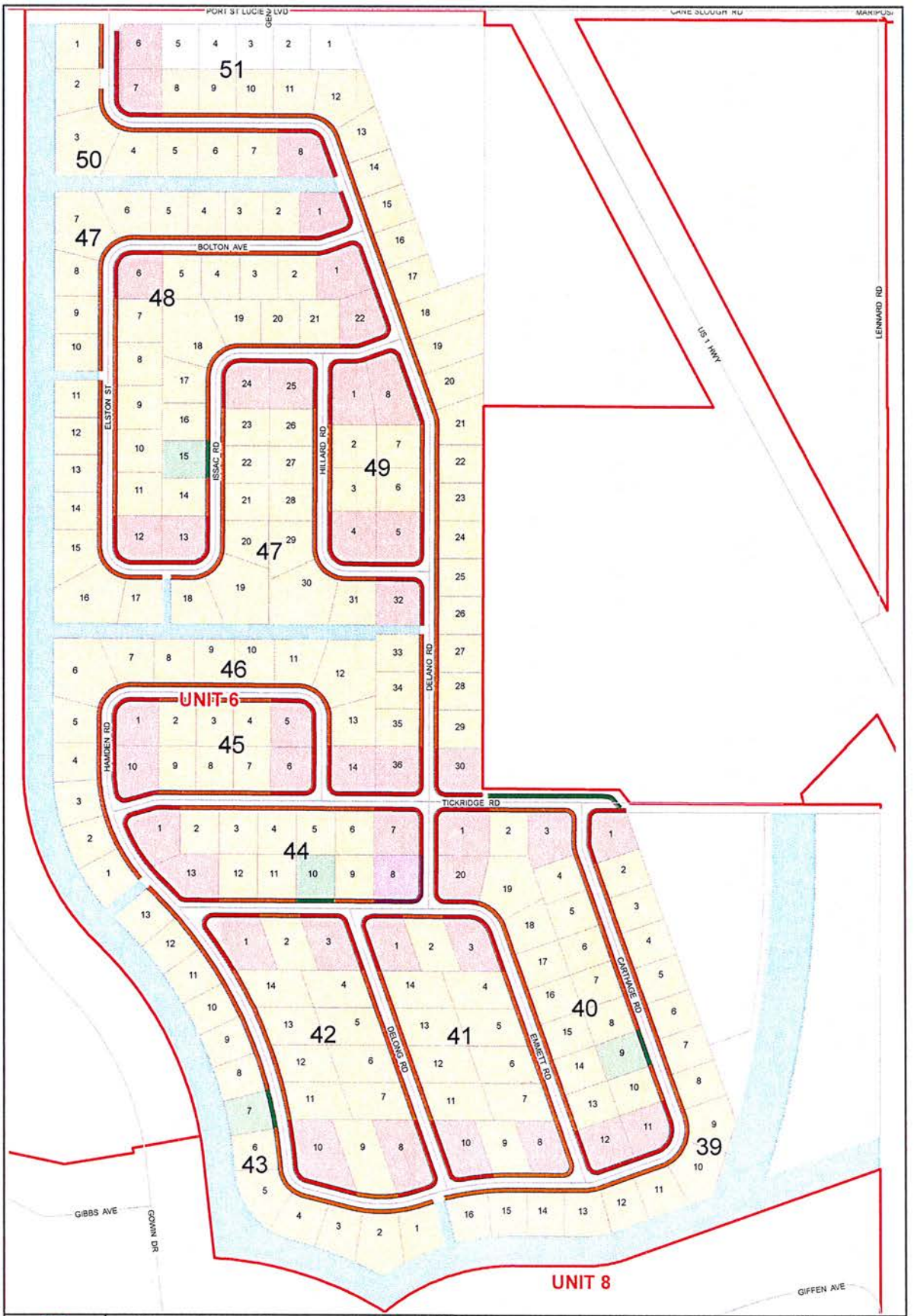
0 280 560 Feet



Liner Maps by Section: UNIT 6

Improved w/ Liner:	29,073 feet	5.506 miles
Vacant w/ Liner:	1,276 feet	0.242 miles
Total w/ Liner:	30,349 feet	5.748 miles

No Data
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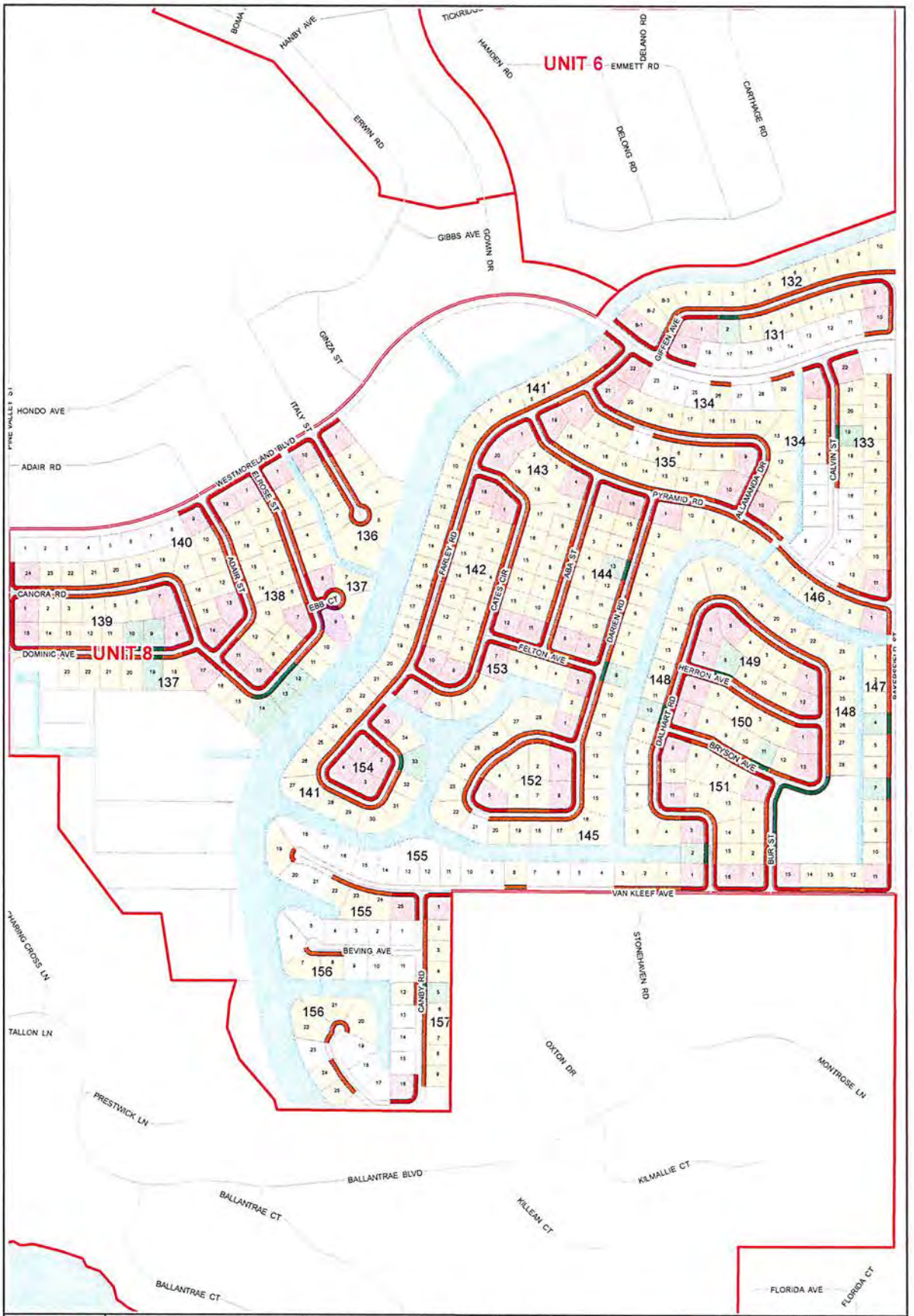

CITY of PORT ST. LUCIE FLORIDA

Liner Maps by Section: UNIT 8

Improved w/ Liner:	57,078 feet	10.81 miles
Vacant w/ Liner:	3,267 feet	0.619 miles
Total w/ Liner:	60,345 feet	11.429 miles

No Data
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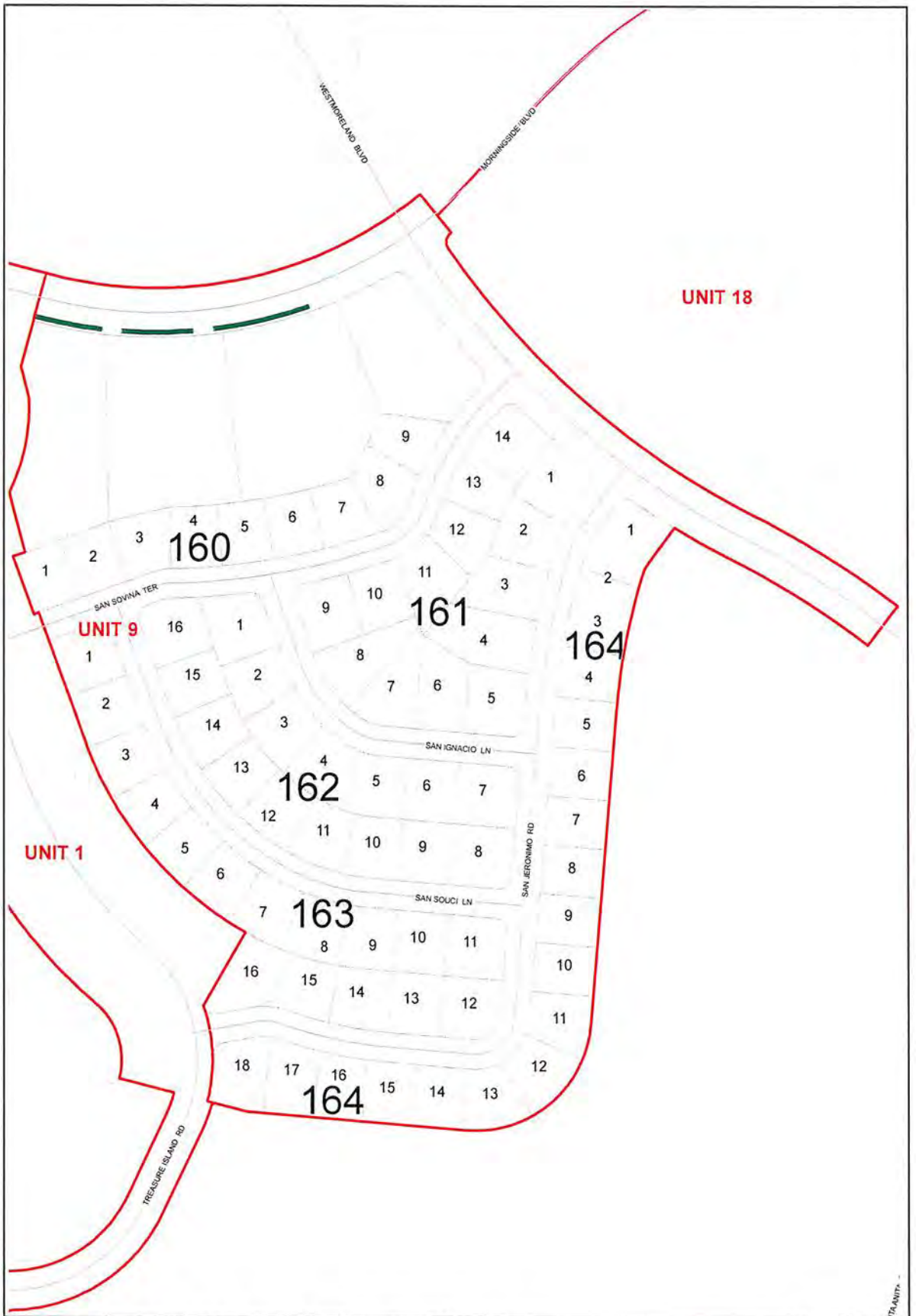
0 225 450 Feet



Liner Maps by Section: UNIT 9

Improved w/ Liner: feet miles
Vacant w/ Liner: 485 feet 0.092 miles
Total w/ Liner: feet miles

No Data
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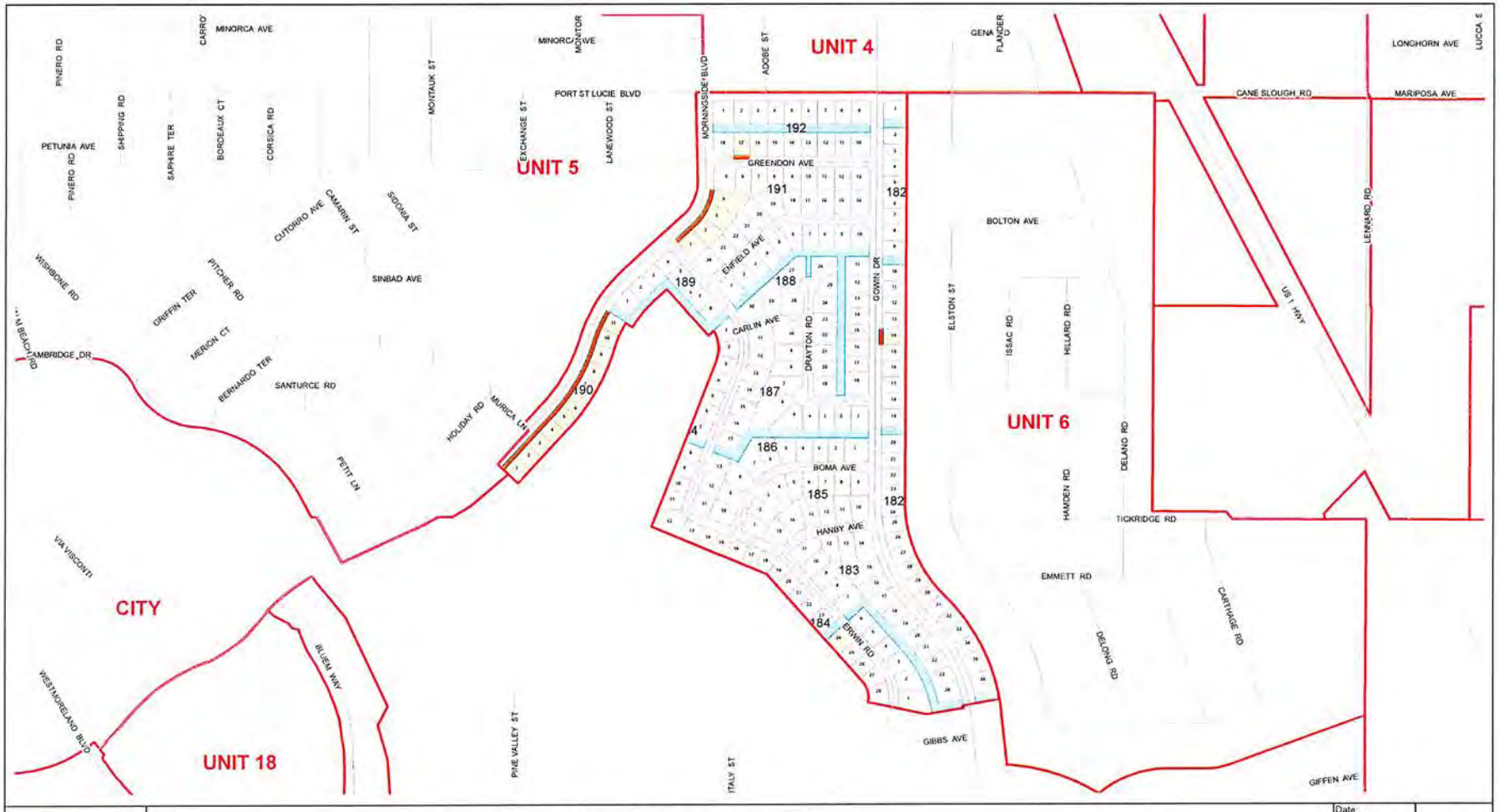
0 75 150 Feet



Liner Maps by Section: UNIT 14

Improved w/ Liner:	1,452 feet	0.275 miles
Vacant w/ Liner:	0 feet	0 miles
Total w/ Liner:	1,452 feet	0.275 miles

No Data
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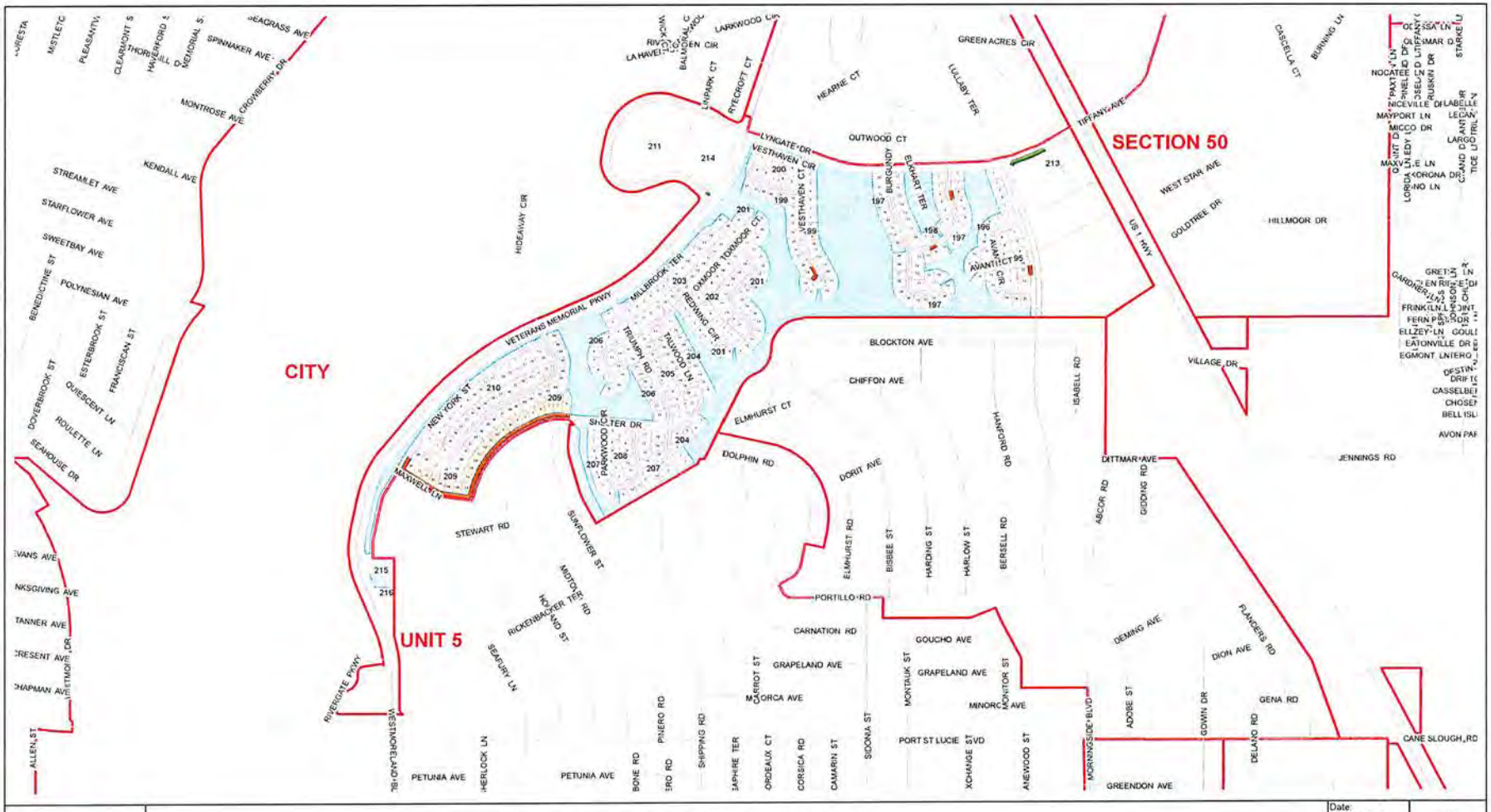
0 340 680
Feet



Liner Maps by Section: UNIT 15

Improved w/ Liner: 2,021 feet 0.383 miles
Vacant w/ Liner: 388 feet 0.074 miles
Total w/ Liner: 2,413 feet 0.457 miles

No Data
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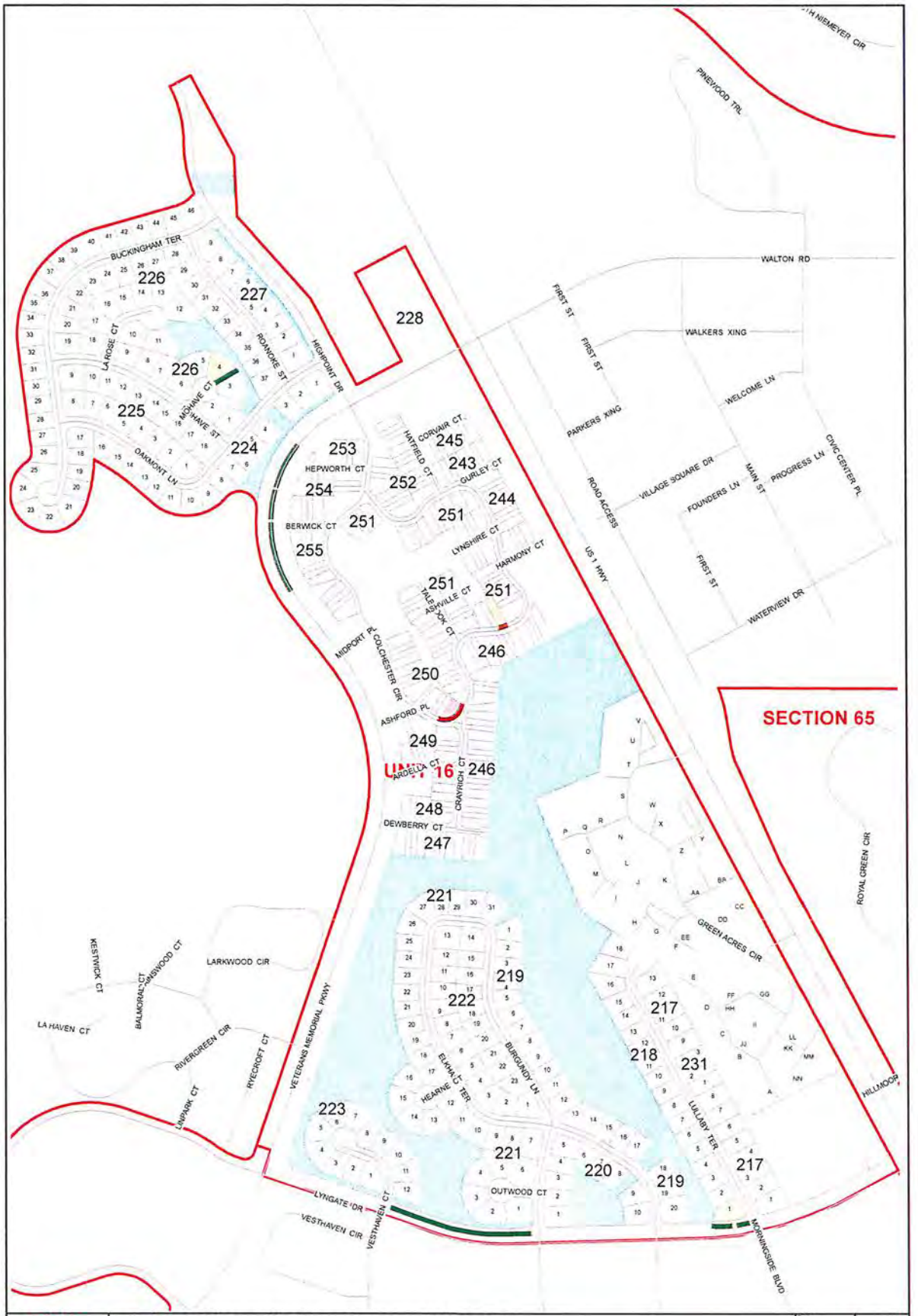
0 490 980
Feet



Liner Maps by Section: UNIT 16

Improved w/ Liner:	162 feet	0.031 miles
Vacant w/ Liner:	1,709 feet	0.324 miles
Total w/ Liner:	1,874 feet	0.355 miles

No Data
IMPROVED
IMPROVED CORNER
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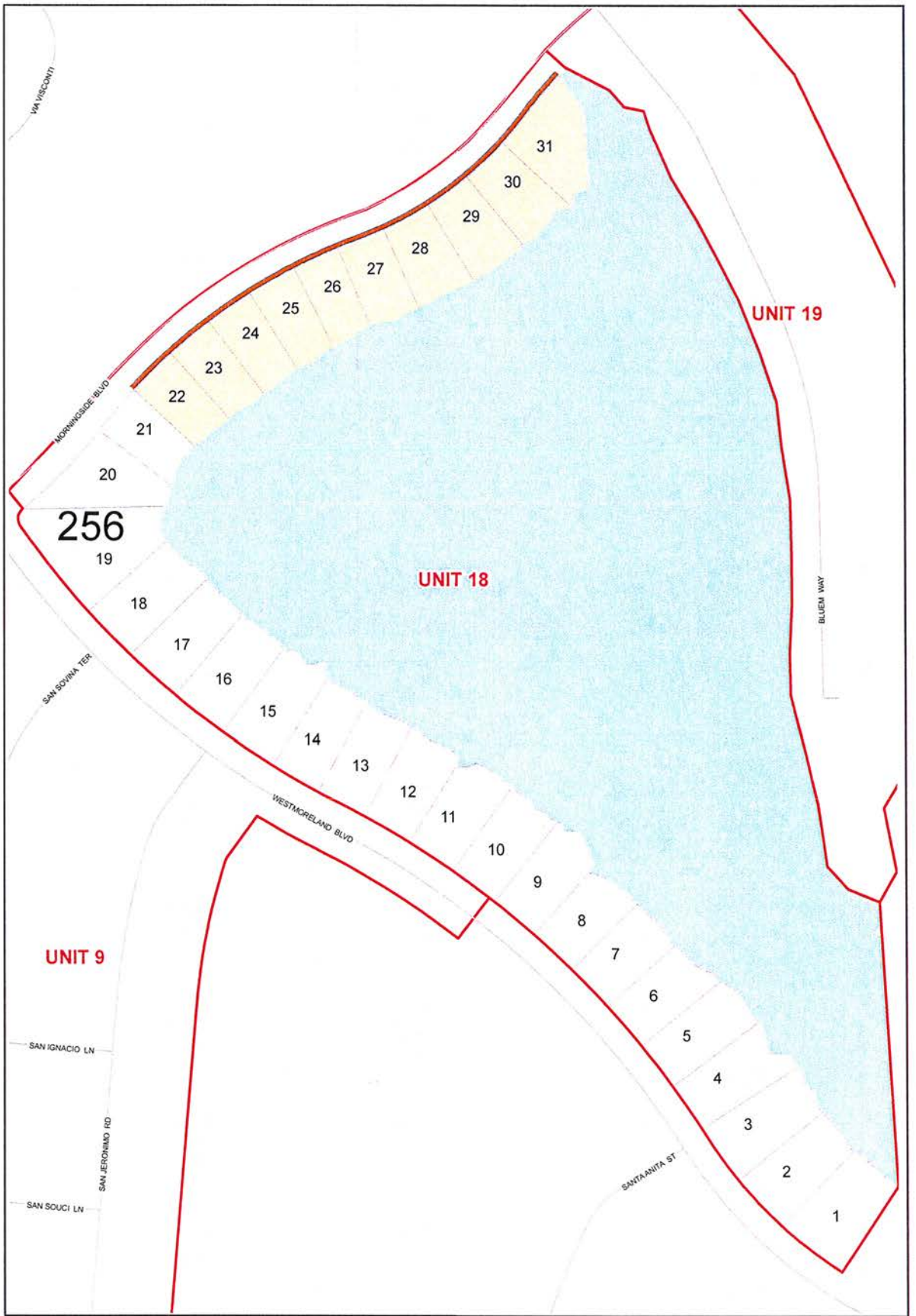

Liner Maps by Section: UNIT 18

Improved w/ Liner:	845 feet	0.16 miles
Vacant w/ Liner:	0 feet	0 miles
Total w/ Liner:	845 feet	0.16 miles

No Data
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IMPROVED CORNER
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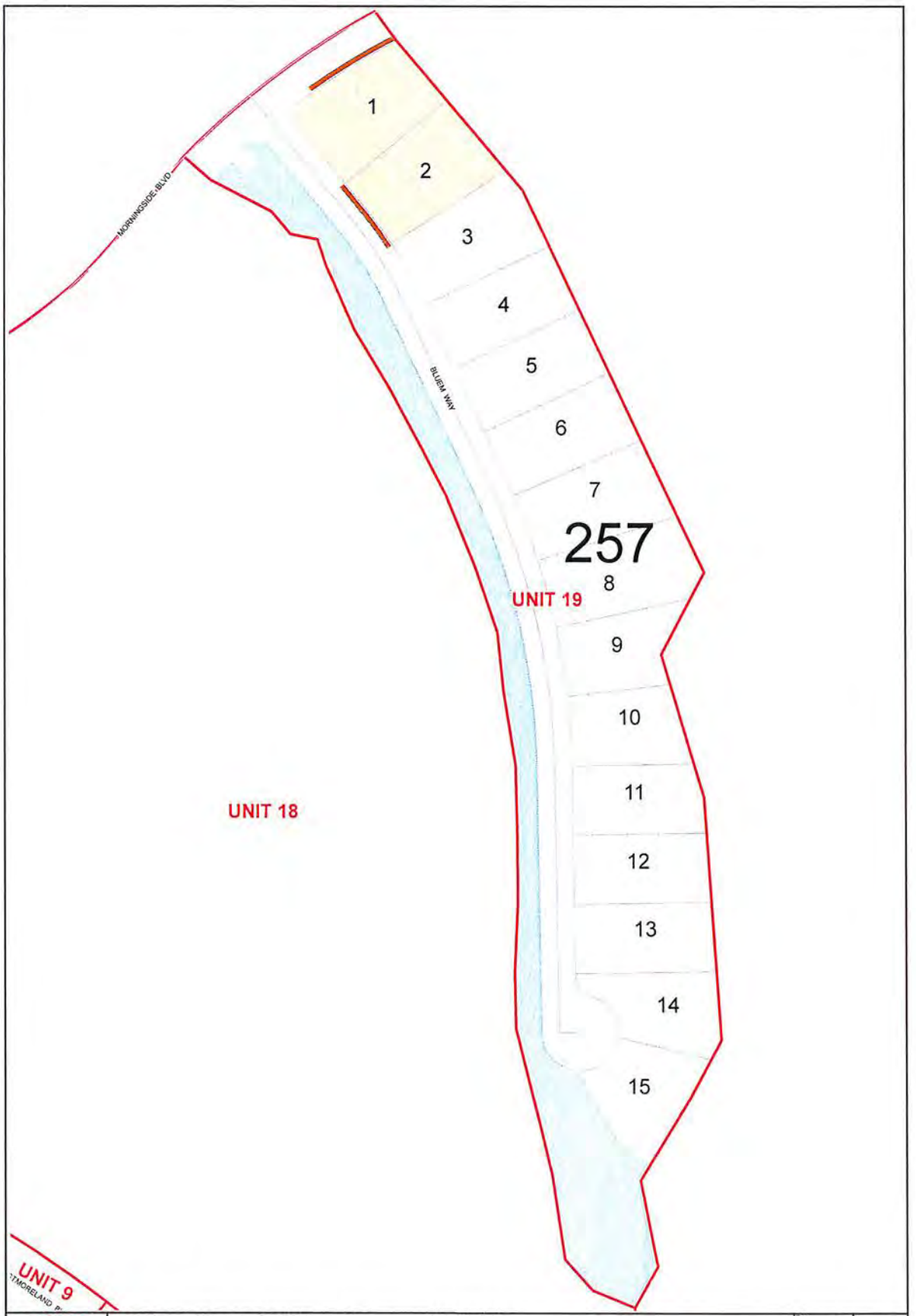
0 70 140 Feet



Liner Maps by Section: UNIT 19

Improved w/ Liner:	392 feet	0.074 miles
Vacant w/ Liner:	0 feet	0 miles
Total w/ Liner:	391 feet	0.074 miles

No Data
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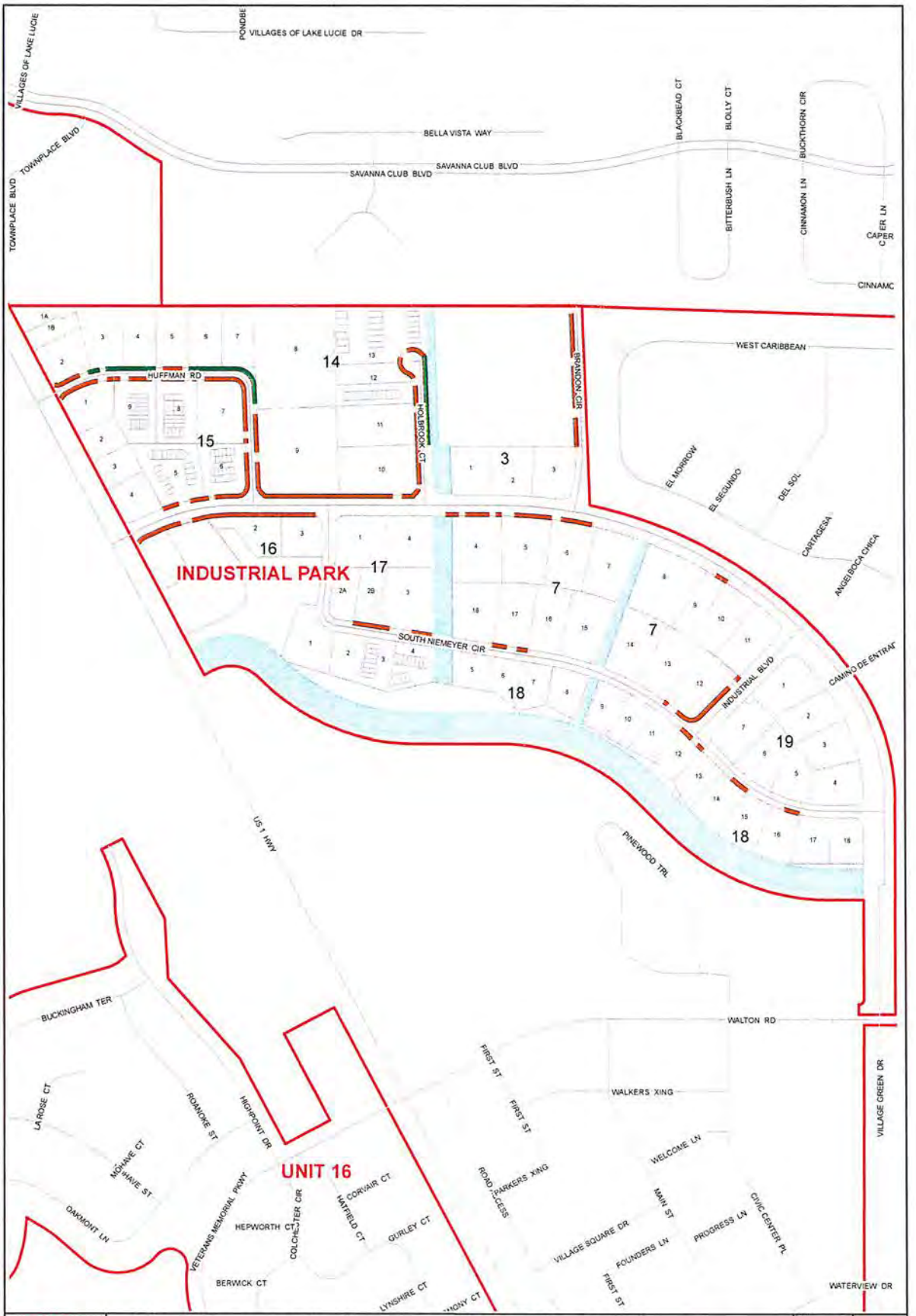

Liner Maps by Section: INDUSTRIAL PARK

Improved w/ Liner:	6,520 feet	1.235 miles
Vacant w/ Liner:	1,187 feet	0.225 miles
Total w/ Liner:	7,709 feet	1.46 miles

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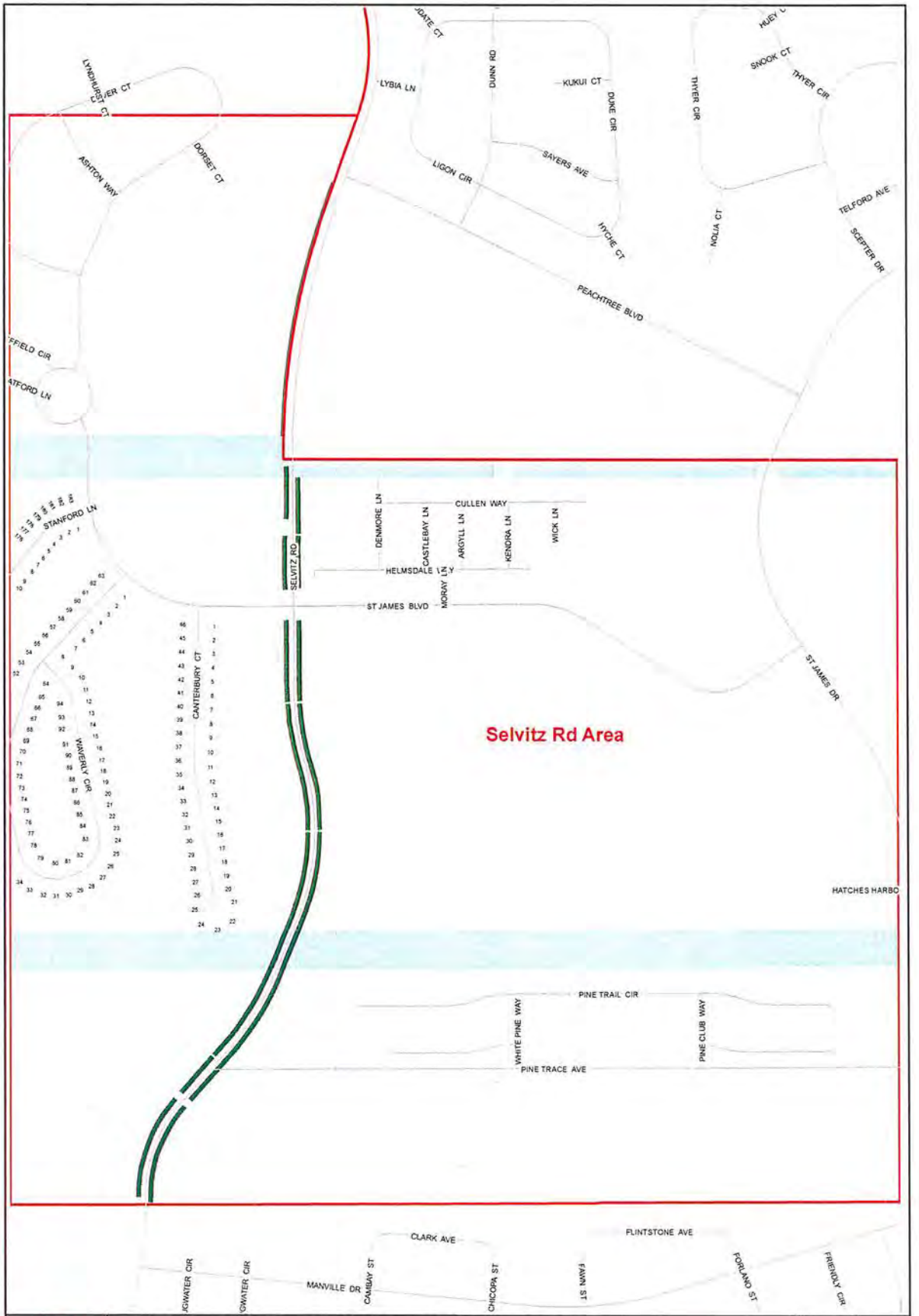

Liner Maps by Section: Selvitz Rd Area

Improved w/ Liner:	86 feet	0.016 miles
Vacant w/ Liner:	9,152 feet	1.733 miles
Total w/ Liner:	9,235 feet	1.749 miles

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CITY OF PORT SAINT LUCIE
CONTRACT #20170006

This is a Unit Price 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, and Aquatic Vegetation Control, Inc., a Florida Corporation, Telephone No (561) 845-5525, Fax No (561) 845-5374, 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- #20170006 for Swale Liner Maintenance-Area B, 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 or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator:	Procurement Management Department Attn: Brenda Leo, Contract Specialist City of Port St. Lucie 121 SW Port St. Lucie, Blvd. Port St. Lucie, Florida 34984 Telephone (772) 871-5222, Fax (772) 871-7337 Email: bleo@cityofpsl.com
City Project Manager:	John Dunton Public Works Department 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: (772) 344-4035 Fax: (772) 871-7397 Email: jdunton@cityofpsl.com
Contractor:	Todd Olson Aquatic Vegetation Control, Inc. 1860 West 10th Street Riviera Beach, Florida 33404 Telephone: (561) 845-5525 Fax: (561) 845-5374 Email: mkeel@avcaquatic.com

SECTION II
DESCRIPTION OF SERVICES

The Consultant shall provide services for Swale Liner Maintenance – Area B as per below:

SCOPE OF WORK

1. The Selected Bidder shall perform work in accordance with the Monthly Schedule issued by the Contract Supervisor, or his designee.

2. The Selected Bidder shall deliver daily VIA email, facsimile, or in person, a detailed work schedule to identify the specific work in progress to the Contract Supervisor or his designee.

3. **Hours of Service** - Work shall be performed by the Selected Bidder between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor. The bidder will not be allowed to work during any City recognized holiday without prior written notice.

4. **Maintenance of Swale Liners** -

   If the liner is under water, Selected Bidder shall start at the outfall and work their way back to the beginning of the block, this will alleviate any blockage in the liner.

   Selected Bidder shall edge the liner during each rotation.

   Selected Bidder shall weed eat along the liner if necessary.

   Selected Bidder shall shovel out and remove any and all debris i.e. sand, grass clippings, & debris from all the liner. At the end of each daily work shift, all accumulated material must be dumped at the city designated site unless prior approval by the contract administrator or his designee to temporarily leave along the city Right of way is authorized. If the city allows overnight storage of material, they are to be secured with DOT reflective cones. The site must be restored to equal or better condition, which may require replacement sod within twenty-four (24) hours. This decision will be at the contract administrator or their designee's discretion.

   The City will provide the site where debris shall be hauled to. The Selected Bidder will be required to provide cubic yard reports of debris removed at the beginning of the following work week.

   Selected Bidder shall be required to shovel dirt and debris out of all culverts and outfall pipes up to 3 feet, bidder shall also be required to shovel clean and edge concrete pads at culvert ends.
   Selected Bidder shall also be required to re-peg any loose liner during each rotation. It will be the bidder's responsibility to inform the Contract Supervisor approximately how many pegs the bidder's requires, the pegs will be provided by the City. All damaged liner is to be highlighted on map and reported to the contract supervisor or his designee the beginning of

the following work week. The Selected Bidder will be required to repair all liner that is damaged or unsecured during each rotation, no exceptions. The City supplied liner is a ¼ piece of 12' corrugated pipe, approximately one inch thick. If swale liner is observed to be damaged as a result of an improved property, the contract supervisor or their designee will forward the violation to Code enforcement. Individual repairs that exceed 20 feet in length must to be forwarded to the Project Manager. These areas will be repaired by City staff.

The Selected Bidder contractor shall not travel over any driveways during the course of the cleaning operation. Additionally, the City discourages driving equipment onto the swale of improved properties when retrieving accumulated debris. If the swale area becomes disturbed the contractor will immediately repair to the same or better which may include installing new sod at the contract administrator (or the designees) discretion. Seeding will not apply as a restoration tactic.

The selected Bidder(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.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on January 30, 2017 and will extend for five (5) years ending on January 29, 2022. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

SECTION IV
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of $297.00 per mile for locations identified on Schedule "A' attached hereto and made a part of this contract, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section V herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by

adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

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

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example	
CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
CONFORMANCE WITH E-BID

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

SECTION VII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000

Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

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

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

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of fifty thousand dollars ($50,000.00). A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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

SECTION VIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION IX
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 PMD or her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION X
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XI
CLEANING UP

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

SECTION XII
ACTS OF GOD

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

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

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 IV. 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 is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

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

Defective Work - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the selected Bidder(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', or his/her designee. If the Selected Bidder(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 selected Bidder(s) and may be deducted from any moneys due to the Selected Bidder(s) or his Surety.

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

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor 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.

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

Implied Warranty of Merchantability – N/A

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

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

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

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms 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. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Omissions - The Selected Bidder shall be responsible to the City for all acts and omissions of; their employees, Subcontractor(s), and, Manufacturers whose products are utilized in the performance of the work.

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

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

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

Storage of Equipment - Bidder shall be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. The Selected Bidder shall also be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on private property.

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

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

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

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

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.

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

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

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

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

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, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

The Bidder shall erect and maintain all necessary safeguards for the protection of the Bidder'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 selected Bidder'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 Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Bidder(s).

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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

The City may terminate this contract by written notice to the contractor for violation of any law, safety precautions, or violation of proper dress and conduct as identified in this document.

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.

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.

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.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work.
D. Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

   Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

   Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

SECTION XIX
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 XX
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 XXI
PROHIBITION AGAINST CONTINGENT FEES

N/A

SECTION XXII
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 E-Bid herein referenced, the terms of this Contract and E-Bid herein referenced shall apply.

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

SECTION XXIII
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 XXIV
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 XXV
TRUTH-IN-NEGOTIATIONS

"Not Applicable"

SECTION XXVI
CONFLICT OF INTEREST

The City hereby acknowledges that the consultant 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 Consultant 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 Consultants shall disclose all of their Treasure Coast clients and related Scope of Work.

SECTION XXVII
ENTIRE CONTRACT

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Cheryl Shanaberger, MPA, CPPO
Director, Procurement Management Department

By: _____
(Authorized Representative of Aquatic Vegetation Control, Inc.)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2017.

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

E-Bid #20170006
E-Bid Tabulation Report
Swale Liner maintenance - Area B
Opened November 15, 2016 at 2:30 PM

Line #	Service Type	Aquatic Vegetation Control, Inc.	DeAngelo Brothers, LLC
1	Drainage Swale Liner Maintenance (Price per Mile)	$297.00	$750.00
2	**TOTAL ANNUAL COST - MOWING**	$830,109.06	$2,096,235.00
1	Submitted the Bid Reply	Yes	Yes
2	Acknowledged all Addenda	Yes	Yes
3	Submitted Original Bid Bond	Yes	Yes
4	Submitted Certificate of Insurance	Yes	Yes
5	Submittd all Required Forms	Yes	Yes
6	Submitted Licenses to Perform Work	Yes	Yes
7	Accepts Visa	No	Yes
8	Discount using Visa	N/A	2%
9	Annual price after any offered Visa discount	**$830,109.06**	**$2,054,310.30**

E-Bid Opening
E-Bid # 20170006
Swale Liner Maintenance-Area B
November 15, 2016 2:30 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	Cheri Sharaber	city psl		T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

E-Bid #20170006
Swale Liner Maintenance-Area B

1. **COMPANY NAME**: Aquatic Vegetation Control, Inc.

DIVISION OF: N/A

PHYSICAL ADDRESS: 1860 West 10th Street

MAILING ADDRESS: 1860 West 10th Street

CITY, STATE, ZIP CODE: Riviera Beach, Florida 33404

TELEPHONE NUMBER: 561.845.5525 FAX NO. 561.845.5374

CONTACT PERSON: Todd J. Olson E-MAIL: mkeel@avcaquatic.com

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

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

James L. Burney, Jr.
President

Todd J. Olson
Vice President

Sharon Gillenwalters
Treasurer

How long in present business: 30 years how long at present location: 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 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
1	10-31-16
2	11-1-16
3	11-8-16

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 %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Fixed prices per mile:

Type of Area (Area B)	Est. # of miles	Six (6) Annual Rotations	Total miles maintained	Fixed price per mile	Total Annual Amount
Drainage Swale	465.83	Jan, Mar, May, July, Sept, Nov, or bi-monthly	2,794.98	$ 297.00	$ 830,109.06

Award is to be based on the Total Annual Amount. Please enter the above total on DemandStar.

- Estimated time to complete one cycle of drainage swale maintenance 34 days

5.4 Bidders are cautioned that the anticipated miles 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 total shall be entered in the "Total" column.

5.5 Bidder proposes to use a subcontractor for Items listed above: Yes __ No ✓

(Include business name, contact person, telephone number)

5.6 Bidders List of all equipment expected to utilize in execution of work, as required in Section 1.5 of the bid specifications:

Manufacturer	Part No.
(20) Stihl Edger	FC90
(5) Stihl String Trimmer	FS 130R
(6) ~~Stiha~~ Stihl Blowers	BR 600
(3) Kubota UTV, (3) F150 Trucks and (3) Anderson Trailers.	

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

(Insert additional lines if necessary.)

7. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?
AVC will staff (3) Independent 6-man crews consisting of (1) crew supervisor and (5) laborers. All (3) crews will be overseen by a site manager that will be responsible for the completion of cycle production and serve as the primary contractor

8. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
The proposer and/or any of its principals do NOT have any criminal violations and/or convictions.

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

9. **INSURANCE CERTIFICATES** - 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.

10. **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.

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

12. **CERTIFICATION**

I, (print) Todd J. Olson 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:

Todd J. Olson — Signature

VICE PRESIDENT — Title

www.avcaquatic.com

Aquatic Vegetation Control, Inc.

Environmental Management

Riviera Beach
Port Saint Lucie
Pembroke Pines
Florida City
Charleston, SC
Jesup, GA
Gainesville, GA

EQUIPMENT LIST

E-BID #20170006

Manufacturer	Part No.
• 20 Stihl Edger	FC90
• 5 Stihl String Trimmer	FS 130 R
• 6 Stihl Blowers	BR 600
• 3 Kabota UTV	
• 3 F150 Trucks	
• 3 Anderson Trailers	

1860 W. 10th Street * Riviera Beach, FL 33404 * Telephone: 561.845.5525 * 800.327.8745 * Fax: 561.845.5374

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Aquatic Vegetation Control, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Todd V.A.
Bidder's Signature

11-7-16
Date:

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: Aquatic Vegetation Control, Inc.
Reference: Northern PBCO Improvement District-Aquatic Weed control / Marsh Maintenance
Email: sam@npcid.org Telephone #: 561-624-7830
Person to contact: Sam Payson

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

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

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: Aquatic Vegetation Control, Inc.
Reference: City of Port St. Lucie – Aquatic Vegetation Control
Email: JDunton@cityofpsl.com Telephone #: 772.344.4035
Person to contact: John (JD) Dunton

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

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

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: Aquatic Vegetation Control, Inc.
Reference: Martin Co. Mosquito - Drainage, Wetland + Uplant Plant Control
Email: jgorton@martin.fl.us Telephone #: 772.219.4905
Person to contact: Jim Gordon

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

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

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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.
Aquatic Vegetation Control, 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.)
1860 W. 10th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Riviera Beach, FL. 33404

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
5 9 – 2 7 8 4 0 1 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 ▶ Monica Fogel Date ▶ 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2016

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
Arthur J. Gallagher Risk Management Services, Inc.
8333 NW 53rd Street
Suite 600
Miami FL 33166

CONTACT NAME: Lorenzo C. Cardenas
PHONE (A/C, No, Ext): 305-639-3137 FAX (A/C, No): 305-592-4049
E-MAIL ADDRESS: Lorenzo_Cardenas@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	23043
INSURER B : Evanston Insurance Company	35378
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aquatic Vegetation Control, INC
1860 W 10th Street
Riviera Beach, FL 33404

COVERAGES CERTIFICATE NUMBER: 2003817855 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			TB7Z51275208116	4/1/2016	4/1/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AS5Z51275208106	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			TH7Z51275208136	4/1/2016	4/1/2017	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCCZ51275208096	4/1/2016	4/1/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Auto Physical Damage			AS5Z51275208106	4/1/2016	4/1/2017	Comp: ACV	Coll: ACV
B	Pollution Liability			16CPLCMW40033	3/15/2016	4/1/2017	Limit:	1,000,000

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

CERTIFICATE HOLDER

PROOF OF INSURANCE

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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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
1860 W 10TH STREET
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0494 AQUATIC LAKE SERVICES	OLSON TODD J		B16:535129 - 09/22/16	$236.25	B40153382

This document is valid only when receipted by the Tax Collector's Office.

B1 - 66

AQUATIC VEGETATION CONTROL INC
AQUATIC VEGETATION CONTROL INC
1860 W 10TH STREET
RIVIERA BEACH, FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201038953
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.

CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT

PLEASE POST IN CONSPICIOUS PLACE OR KEEP ON PERSON

Term : 10/1/ 2016 — 9/30/ 2017

2016 - 2017

Business Address: **1655 SW BILTMORE ST**

BTR#: 125109
Date Made: 10/04/2016

Business Name: AQUATIC VEGETATION CONTROL INC
Mailing Address: 1860 W 10TH ST

RIVIERA BEACH, FL 33404

Business Tax Authority

Category:	Category 3	PROFESSIONAL	$134.00
Additional Data:	PEST CONTROL SERVICES		

Total Tax Paid: **$134.00**

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE

This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law.

"A City for All Ages"

VENDOR CODE OF ETHICS

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

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Bidder Aquatic Vegetation Control, Inc.

Signature Todd Olson

Printed Name and Title TODD J OLSON, VICE PRESID

Date 11-7-16

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.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Aquatic Vegetation Control, Inc.

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie, FL

as Obligee, hereinafter called the Obligee, in the sum of Five Hundred and no/100 Dollars
Percent of Amount Bid
($500.00)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for E-Bid #20170006, Swale Liner Mainteance - Area B

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of November, 2016.

Witnesses:

Aquatic Vegetation Control, Inc.

(Seal)

By:

Hartford Fire Insurance Company

(Seal)

By:

Dale A. Belis, Attorney-In-Fact and Florida Resident Agent, 305-591-0090

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 21-220411

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Dale A. Belis of MIAMI, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of November 8, 2016

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

CHECKLIST
E-BID #20170006
Swale Liner Maintenance-Area B

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

Only electronic replies are required. No hard copies will be accepted. All submittals should be in one (1) electronic file submitted in the order as per below. Please try to limit the file to 1.5 mg.

Electronic File #1

✓ E-Bid Reply Sheet included in file uploaded to Demandstar

✓ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

✓ Drug-Free Workplace form included in file uploaded to Demandstar

✓ Three (3) Completed Reference Forms and included in file uploaded to Demandstar

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

✓ Required W-9 included in file uploaded to Demandstar

✓ Copy of Insurance Certificate included in file uploaded to Demandstar

✓ Copy of License to do business included in file uploaded to Demandstar

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

✓ Vendor Code of Ethics signed and included in file uploaded to Demandstar

✓ Copy of $500.00 Bid Bond included in file uploaded to Demandstar & mailed in immediately after opening

✓ Copy of the Checklist uploaded to Demandstar

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

✓ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: Aquatic Vegetation Control, Inc.
Reference: Northern PBCO Improvement District-Aquatic Weed control / Marsh Maintenance
Email: sam@npcid.org Telephone #: 561-624-7830
Person to contact: Sam Payson

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

Describe the scope of work of the contract awarded / your firm to this Contractor: controlling Aquatic weeds and Algae and manually removing weeds from littoral zones

Were the services completed on time? Yes

Did the services provided meet your requirements? Yes

What were/are the project effective dates? 10/2012 ⇒ current

Total Value of Contract? $381,371.00

What problems were encountered (claims)? _____

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

Professionalism	10	Weed Control	9
Qualifications	10	Cooperation	10
Performance	10	Reliability	10
Adherence to Schedule	10		

Would you contract with this Contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

www.avcaquatic.com

Aquatic Vegetation Control, Inc.

Environmental Management

Riviera Beach, FL
Port Saint Lucie, FL
Pembroke Pines, FL
Florida City, FL
Charleston, SC
Jesup, GA
Gainesville, GA
Cartersville, GA

December 12, 2016

Brenda Leo
Contract Specialist
Procurement Management Department
City of Port St. Lucie

RE: E-Bid #20170006-Swale Liner Maintenance - Area B

Dear, Ms Leo

We are responding to your request for a business plan to successfully complete E-Bid #20170006-Swale Liner Maintenance - Area B. In this document we will show our capacity to meet or exceed the City of Port St. Lucie's expectations. Our Restoration department has the capacity, management, and the room for growth needed for the completion of the project. We can be ready and mobilize within four weeks of award, if necessary.

Background:

Aquatic Vegetation Control, Inc. has provided aquatic and terrestrial plant control services for over 25 years at the city. We maintain several facilities nearby and our main office is less than an hour away.

AVC facilities;

1655 SW Biltmore St. Port St. Lucie, FL 34995 (in PSL)
This facility will provide support services and office support.

3449 SW Honey Terrace Palm City, FL 34990 (8 miles from PSL)
This facility will provide equipment staging and base for the project. We have 7 acres of useable space to store materials, equipment, and deposit debris and sand, if needed.

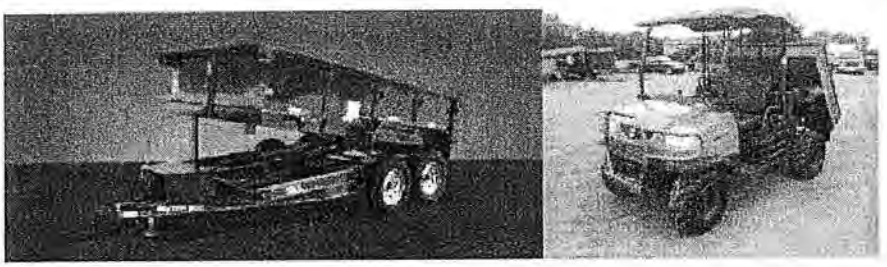
1860 W. 10th St. Riviera Beach, FL 33404 (40 miles from PSL)
This facility will serve as the administrative support including A/R, A/P, Human Resources, Safety, Training, and Contract administration. We also have back up equipment and mechanics at this facility to support the project.

Equipment resources:

All of our fleet vehicles are leased through Enterprise and are rotated on a 3 year plan to assure no down time to vehicle breakdowns. Any equipment needs outside of our current owned or leased fleet needed to successfully service the City's needs will be financed through our $1,000,000 line of credit. We have $800,000 available on that line of credit. We have included a spreadsheet below of the equipment to complete the monthly milestones for swale maintenance;

ITEM DESCRIPTION	QTY.	OWNED/LEASED?	LEAD TIME
Tandem axle dump trailer (6,000 capacity)	1		2 weeks (own)
Kubota UTV w/ dump bed	2		2 weeks (own)
1/2 ton extended cab pick up truck	3		3 weeks (lease)
1 ton super cab with ranch bed	1	leased	
Kubota UTV w/ dump bed	1	owned	
Anderson trailers for Kubotas	2	owned	
Weedeaters	5		1 week (own)
Weedeaters	5	owned	
Edgers	5		1 week (own)
Shovels, brooms, etc....	10	owned	
CONTINGENCY EQUIPMENT AT NURSERY			
Polaris UTV	1	owned	
Trailer for Polaris	1	owned	
1 ton super cab with ranch bed	1	leased	

All vehicles will be equipped with flashing lights and safety equipment to comply with MOT rules.



Personnel:

The project will be managed by our Restoration Manager Mike Sobba. Mr. Sobba has years of experience in the landscape and irrigation industry. His resume' is below;

Michael L. Sobba
Aquatic Vegetation Control, Inc.
Restoration Manager

EDUCATION

Attended Kansas State University. Manhattan, KS
Horticulture

EMPLOYMENT HISTORY

2002-2006. SobbaCo Irrigation
Owner/Operator. Provided landscape and irrigation design, installation and service for residential and commercial properties as prime and sub-contractor.

2006-2009 Floridian Landscape, Palm City, FL.
Project Manager. Supervised and coordinated all irrigation work including design, procurement of materials and job cost tracking.

2009-2010. Wells Construction, Arkansas City, KS.
Project Manager. Supervised land development project that converted abandoned taxiway and runways into green space for storm water retention and drainage.

2010- 2015. The Club at Admirals Cove, Jupiter, FL.
Landscape Manager. Supervised all landscape maintenance, irrigation, pest control and renovation projects throughout two clubhouses, 45 holes of golf and community amenity areas. Responsible for crews, budget and contract management of subcontractors.

2015-Present. Aquatic Vegetation Control, Inc. Riviera Beach, FL.
Restoration Manager. Responsible for all mitigation installations and maintenance. Supervises Martin County Farms plant nursery and responsible for production, plant health and logistics.

SUMMARY OF EXPERIENCE

Fifteen years of experience in project management. Able to anticipate issues and create new systems that streamline operations, resolve concerns and improve efficiency. Excellent rapport with clients and achieves on-time project completion. Strong managerial and leadership skills working cross-functionally at all staff levels.

LICENSES

Florida Commercial Applicator License Lawn & Ornamental.
Irrigation Contractor's License, Palm Beach County
ISA Certified Arborist

PROJECT EXPERIENCE

NAME Angela Patchunka
TELEPHONE Business 800-327-8745

AVC POSITION Nursery Manager (Martin County Farms)
Mitigation Installation Supervisor

PROJECT HISTORY 2001-2008. South Florida Crew supervisor

Palm Beach County ERM: Crew leader for the ground application of herbicides for exotic vegetation, including Brazilian pepper, Asian climbing fern, melaleuca, and Australian pine in the County's Royal Palm Pines Preserve.
Martin County: Crew leader for the ground application of herbicides for exotic vegetation, including Brazilian pepper, Asian climbing fern, melaleuca, and Australian pine within the County's environmental lands program.

PROJECT HISTORY 2008-Present. Nursery Manager (Martin County Farms)
Mitigation installation supervisor

South Florida Water Management District: Crew leader for a large scale vegetation planting project. Coordinate AVC's daily activities in Lake Okechobee area. Complete installation of 50,000 bulrush for SFWMD. Coordinate delivery and installation of vegetation for the SFWMD at two locations in Lake Okeechobee.
Port St. Lucie EWIP project: Coordinated and supervised the supply and installation of over 100,000 native wetland plants at 5 Stormwater Treatment Areas as a subcontractor in the City of Port St. Lucie.

SUMMARY OF EXPERIENCE

Ten years of experience in managing a wide variety of environmental projects including the restoration of natural areas.

LICENSES Florida Aquatic and Right-of-Way Herbicides License
License #CM15466

CPR and First Aid
Training

We will implement three crews to complete the cycles required to fulfill the contract requirements. We have a backup landscape crew of a supervisor and 3 laborers (and equipment) at our nursery to provide for any contingencies that may arise. Our laborers will be provided by our in house staffing company Field Staff, Inc. All employees, laborers and support staff wear high visibility clothing and comply with MOT requirements

Project Manager: Mike Sobba (AVC Restoration Manager)
Project Supervisor/Site Manager: Angela Patchunka
1 Field Staff laborer
(We intend to utilize the Project Supervisor to perform quality control, paperwork, tailgate trainings, supplies, safety items, as well as liner repairs with the laborer. The crews below can concentrate on production.)
Crew #1
Crew Supervisor: Jarrett Barefoot
5 Field Staff laborers
Crew #2
Crew Supervisor: Experienced landscape supervisor
5 Field Staff Laborers
Crew #3
Crew Supervisor: Experienced landscape supervisor
5 Field Staff Laborers

19 people on site total

We have included a schedule below showing how AVC will stay on pace with our three permanent crews and one contingency crew from our AVC owned nursery (Martin County Farms);

Miles completed

CREW	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
#1	75	78	78	78	78	74	74	74	74	78	78	72	911
#2	75	78	78	78	78	73	73	73	73	78	78	72	907
#3	72	77	77	77	77	75	75	75	75	77	77	72	906
CONTINGENCY	11	0	0	0	0	11	11	11	11	0	0	17	72
	233	233	233	233	233	233	233	233	233	233	233	233	2796

We expect the each crew will average between 4.5 to 5 miles per day of swale maintenance. The schedule above shows how we will cover 466 miles of swales in area B every two months, or six times per year as required by the contract. We anticipate the contingency crew may need to help in the months of December and January due to the holidays. We also anticipate a need for the contingency crew to help during the rainy season due to the extra effort needed because of excess grass/weed growth and shoveling wet material. In addition to the personnel above, we employ four more full time employees working on the aquatic weed control program that may be available to help with any emergencies that may arise.

WORK PLAN

Our Restoration Manager Mike Sobba, Corporate Safety Officer John Sullivan, and Project Supervisor Ryan Schuling will meet with Port St. Lucie staff in a pre-work meeting before any work starts to discuss

the expectations, clarify the scope of work, and determine an initial schedule/start point. The project will be set up in the AVC accounting system and Daily Progress Reports (DPR's) will be generated to document the work completed by each crew every day including personnel, hours and miles completed. The DPR's are the documentation we use to verify invoice amounts and provide accurate invoices. A copy of the AVC DPR form is attached to this letter. We can also provide maps of the completed and scheduled areas. On the first day of the project our Corporate Safety Officer (John Sullivan) will inspect the site and our personnel to ensure full compliance with safety. He will also set up the weekly tailgate training program that the supervisor conducts and documents with all personnel on the project. Although we may not be using herbicides on this project, we will be carrying gasoline and other petroleum products to support the project.

Safety and Accident Prevention Plan

A complete copy of AVC's ~~Corporate Safety and Accident~~ and ~~Spill Prevention~~ Plan will be provided to the City prior to initiating any purchase order under this contract. AVC has designated John Sullivan, AVC Corporate Safety Officer, as the safety administrator for this contract. He will be responsible for administrating the accident prevention program for the Contract, which will involve training, on site safety equipment, first aid equipment as well as outlining work in such a manner as to prevent accidents.

Upon receiving a purchase order from the City and making sure that the scope of work to be performed is fully understood, the safety officer will be responsible for making sure that all employees on the job site have a complete understanding of the work and the manner in which it is to be safely performed.

As previously described, it is our intention to lease a building for storage of herbicides and to serve as our control center during the Contract period if one is not already in place. The safety administrator will make sure that the building conforms to all local, state, and federal regulations regarding the storage of herbicides, with particular attention to be paid to proper ventilation.

All employees will wear protective clothing as designated by the herbicide manufacturer and in accordance with FDACS guidelines. Periodic safety meetings regarding handling of herbicides, equipment, and accident situations will be held. Copies of all tailgate training meetings are available for inspection at any time. It is also our policy to locate medical facilities as close to each job site as possible and to inform employees on what to do and where to go in the event of an emergency.

When handling herbicides onshore a protective mat will be under the containers at all times and once a designated work area has been abandoned, it will be policed thoroughly for any debris. All boats and trucks will be equipped with chemical spill safety kits, fire extinguisher, life jackets (boats), and first aid kits. In addition, each boat will have a waterproof container with instructions of whom to notify and what to do in the event of an accident. Also included will be a copy of Herbicide Labels and MSDS sheet and permit.

In the event of an accident, the USFWS will be immediately notified and if other authorities require notification, this will be done. Depending on the type of accident, notification to other state agencies may be required. The contact person and phone number will be in all trucks as well as in a waterproof container on each boat.

Aquatic Vegetation Control, Inc. Emergency Response Plan
***Note: At present time and never in the past or future will Aquatic Vegetation Control. Inc. known as "AVC" use, store or transport any materials that could be considered dangerous or in any way harmful to its employees, or the public in the event of a spill, "release".

This plan is created to minimize the damage to the environment, possible water system contamination, public and/or private property in the event of an accident with AVC equipment such as a spray truck, trailer carrying herbicides, outboard/airboat.
Three fundamental kinds of activities are preformed pursuant to this Plan.
__Preparedness planning and coordination for response to a hazardous substance incident.
__Notification and communications; and
__Response operations at the scene of an incident.

In the unlikely event of an incident that may cause a spill, either petroleum or herbicide, only trained personnel "first responders" will be used to 1) stop, 2) control, and 3) clean-up a spill. All Personal Protective Equipment "PPE" will be issued and used, as required by the herbicide label.
On staff: (1) OSHA Level 5 Incident Commanders.
(9) OSHA Level 3 First Responders 8-hour training.
First responders are current CPR/First Aid cardholders.
First responders carry herbicides licenses with FDACS.

Small spills can be cleaned up by licensed supervisors wearing required PPE by the herbicide label using spill kits located in company trucks, enclosed trailers, or vessels. MSDS books are located in "AVC" trucks, trailers and vessels. In the event of a larger spill, the MSDS book contains a section on accidental spills and reportable quantities.
If a large spill does occur the following steps will be taken: (a minimum of 4 trained first responders are required for a proper and safe response).

1. If able and safely the supervisor or person in charge of the herbicide shall wear the required PPE try and stop the leak if possible.
2. In the event of a traffic accident where multiple spills may occur:
   a. Make sure all employees and other parties are safe, call 911 to report accident and if medical assistance is needed.
   b. If able call the Corp. Safety Officer/Spill Incident Commander and explain the situation. John Sullivan Office 561-845-5525 ext.203 Cell 561-662-1984.
   c. The Incident Commander will take charge of the situation and will take the necessary steps to send help or advise on what to do.
   d. The Incident Commander will make the required calls if needed.

*** To report a large hazardous spill 4 calls are required:
1. National Response Center (NRC) 1-800-424-8802
2. State Warning Point 1-800-320-0519
3. Local Emergency Planning Committees (LEPC) 1-772-221-4060
4. Local Emergency 9-1-1

To report a spill and in need of assistance call:
Palm Beach, and all surrounding counties and work areas:
John Sullivan—Incident Commander 561-845-5525 ext. 203
561-662-1984 cell
1. Kyle Rympa---Palm Beach Co. 561-248-1061

2. Linda Defee—Palm Beach Co. 561-662-0346
3. Kenny Balzer—Palm Beach Co. 561-718-6634
4. Paul Terry—Palm Beach Co. 561-722-5745
5. Daniel Clements—Palm Beach Co. 561-722-3229
6. David Midgette---St. Lucie Co. 772-201-1125

Daily operation

Each day our supervisor will contact the designated City of Port St. Lucie personnel to advise the daily status of the project. Our crews will work in the same general area so equipment can be serviced and shared seamlessly. We will establish metrics to assess progress and monitor them so the contingency crew can be mobilized as needed. Crews will operate in a safe and efficient manner without causing soil disturbance or rutting. If grass is disturbed, we will replace the damaged turf with sod promptly and professionally. The crews will be organized and have the proper tools and extra equipment to reduce down time due to equipment in need of repair.

The project will be supported by our project support team below.

Project Support Team

In order to production-based solutions to the project team, Todd Olson, and Jim Burney will be utilized as efficiency and research resources. Primary duties will be to assist each crew with site specific methods and the use of the most appropriate technology, conduct research and development on new equipment and methods, monitor current efficiency, and assist with conflict resolution. Training activities will be coordinated with AVC's Employee Training Program Manager, JD Gillenwalters and each will be available to the City upon request

Logistical support will also be provided to all field crews and is defined as; materials and equipment distribution, routine maintenance of equipment, recovery of disabled equipment, and repair of equipment. This support will be managed by AVC's Operations Coordinator, Angel Lopez, Sr. and AVC's Operations Administrator, Oscar Rodriquez. Kyle Rypma, Field Mechanic, will be responsible for mobilizing and demobilizing equipment to each work area, conducting routine maintenance and refueling, and removing disabled equipment from the field. In addition to field repair capabilities, two shop mechanics, Kyle Christian and Alex Gonzalez, will continue to be responsible for maintaining and repairing AVC's vast array of equipment.

E-Verification Process.

AVC is a certified E-Verified company, Customer ID #294744, having obtained this certification in 2008 in response to Federal and State contracting requirements. Basically, from 2008 moving forward all new hires are verified as eligible for legal employment in the US within three days of being hired by AVC. If the verification comes back negative then the new hire is terminated.

The process utilized to ensure compliance with the certification begins with each new hire providing a Form I-9, Employment Eligibility Verification. The next step is for Human Resources (HR) to create a case in the federal government's E-Verify system using the information provided on the Form I-9. The E-Verify case is created no later than the third business day after the employee starts work for pay.

The next step is photo interpretation. If the new hire provided a Form I-551 Permanent Resident Card, a Form I-766 Employment Authorization Document, or a US Passport or Passport Card, HR automatically is prompted to compare the new hire's photo ID with a photo displayed in the E-Verify system. This step helps to ensure that the document provided is valid.

After these steps are taken and the case entered into E-Verify system a case result is provided back to AVC. Each case result can be initial, interim or final. However, each case must reach a final case result before it can be closed. For an Initial or Interim case result additional action is required before the E-Verify system can provide a final case result and HR can complete the verification process. Once a Final response is given, either positive or negative, the case is closed and the new hire is either dismissed or retained by AVC.

AVC HR conducts annual case reviews for each employee hired after the date of receiving E-Verify certification and requires each sub-contractor to also be E-Verify certified and follow this same process. This annual audit will be provided to the County upon request to ensure that only employees eligible to legally work in the United States are being provided to the County.

PROJECT REFERENCES

Florida Department of Transportation
Invasive Vegetation Control

Client: Jeff Marcus, Ph.D. formerly with Consulting Engineers & Science, Inc.
Stantec, formerly Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
901 Ponce de Leon Blvd., Suite 900
Coral Gables, Florida 33134
Voice 305.445.2900 ext 2328
Email: JeffryM@stantec.com

Services Provided: Nuisance species control in FDOT District 6 mitigation areas.

Project Cost: approximately $70,000.00/yr

Project Duration: initial contract period 1995-2000, 5 yr contract 2001-2005, 5yr contract 2005-2010, 3yr contract 2010-2013

Completion Date: 2013

Aquatic Vegetation Control, Inc. (AVC) was subcontracted by Consulting Engineers & Science, Inc. to furnish all labor, equipment, and materials (including herbicides) necessary to treat exotic and nuisance vegetation in FDOT District 6 mitigation areas. To date, the mitigation areas included the Harrison Tract within the USFWS National Crocodile Refuge, C-109/C-111 mitigation sites within SFWMD lands, the Gratigny mitigation area, Chekika visitor center within the NPS Everglades National Park, Key Deer NWR, and Biscayne 4 mitigation area to be ceded to Dade County Parks and Recreation. Target species included Brazilian pepper, Australian pine, lather leaf, melaleuca, mahoe, Sansevieria, lead tree, cattails, torpedo grass, air potato/yam, and primrose. Treatments were conducted from airboat, Argo amphibious vehicle, backpack, hand wicking, and hand removal.

In addition to the mitigation maintenance, AVC provided invasive plant control along the fenceline from Florida City to Key Largo (18 mile stretch). AVC provided all MOT for the project. Application methods included foliar, low volume and basal stem treatment.

Northern Palm Beach County Improvement District
Maintenance of Natural Preserve Areas

Client: Mr. Sam Payson
Northern Palm Beach County Improvement District
359 Hiatt Dr.
Palm Beach Gardens, FL. 33415
(561) 624-7830

Services Provided: Preserve maintenance and monitoring within the District's jurisdiction.

Project Cost: Approximately $250,000.00/yr

Project Duration: 5 years

Completion Date: 2017

AVC Project Manager: Angel Lopez

Crew Leader: Mike Cunningham, Victor Borrego

Aquatic Vegetation Control, Inc. was contracted to provide nuisance vegetation control services in both upland and wetland preserves throughout the 400 square mile Northern Palm Beach County Improvement District. AVC held this contract for the previous five years, 1995-2000 and 2000-2005.

Service duties included treatment of nuisance vegetation in urban and non-urban portions of the District. Target nuisance vegetation consisted of Brazilian pepper, downy rose myrtle, melaleuca, climbing fern, water primrose, cattail, torpedo grass, and upland ornamental trees. Methods and equipment used to provide these services included airboat w/ spray setup, 4x4 pickup w/ spray setup, ATV/mule w/ spray setup, backpack, and hand removal. Landscape maintenance at the edges of the preserves was also included.

In addition, AVC was also contracted to provide vegetation and wildlife monitoring services for several preserves. Duties included vegetation richness and coverage determinations, wildlife utilization identification, and monitoring report preparation.

Palm Beach County Environmental Resource Management: Invasive Plant Control.

Client: Brenda Hovde, Director
Environmental Resource Management
Palm Beach County
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
Phone; (561) 233-2487
E-mail; bhovde@pbcgov.org

Contractor Status:	Prime
Services Provided:	Treatment and removal of invasive vegetation within wetland, estuarine and upland preserves.
Project Cost:	$3,400,000/yearly average
Contract Amount	$57,800,000 to date
Project Duration:	initiated 1999, ongoing
Completion Date:	piggy-back from SFWMD contract expiring September 30, 2016
Project Manager:	Salvador Medina

Aquatic Vegetation Control, Inc. was contracted by the County ERM to provide exotic vegetation treatment and removal services for their environmental lands program consisting of >30,000 acres. The sites ranged from spoil islands in the Lake Worth Lagoon to Yamato Scrub to large freshwater wetland/upland systems (Cypress Creek, Pond Cypress) to very large wetland/upland systems (Loxahatchee Slough). Target species included treating and removing guava, climbing fern, moon vine, Australian pine, bowstring hemp, melaleuca, Scaevola, mahoe, downy rose myrtle, and Brazilian pepper. Projects included both initial treatments and regular maintenance events. Treatment methods included foliar, low volume, boomless broadcast, basal bark, and hand removal.

There are currently eight, 10-man crews dedicated to this project. In addition to invasive plant control, AVC maintained fence lines around the properties with herbicide applications.

The Aquatic Vegetation Control, Inc. team sincerely appreciates the opportunity to submit this business plan to the City of Port St. Lucie. AVC understands and accepts all terms and conditions at set forth in the E-bid documents as published by the City of Port St. Lucie and we intend to be compliant on every aspect of the submittal. Our primary goal in developing a project team for this submittal was to provide a group of qualified personnel capable of providing the most cost effective and technically sound maintenance and reporting program. We believe that the above team achieves that goal and, once again, thank you for the opportunity to provide continuing services to the City of Port St. Lucie.

Sincerely,

Todd J. Olson
Vice President

Authorized Representatives:
Jim Burney, Jr. (President)
Todd J. Olson (Vice President)
Sharon Gillenwalters (Chief Financial Officer)
C/O Aquatic Vegetation Control, Inc
1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525

MARSH & McLENNAN AGENCY

Marsh & McLennan Agency, LLC
3001 PGA Blvd., Suite 203
Palm Beach Gardens, FL 33410
800.226.6268
866.795.7527
www.mma-fl.com

October 27, 2016

Re: Aquatic Vegetation Control, Inc.

To Whom It May Concern:

As the bonding agent for Aquatic Vegetation Control, Inc. (Aquatic) for the past 10+ years, we have been asked to provide the following information regarding their bonding capability.

Aquatic is bonded by Hartford Fire Insurance Company, which has a current Best's rating of A, XV and is listed in the US Treasury Federal Register of approved surety's. At this time, Aquatic is able to provide construction bonds in the range of $5,000,000 for any single project with an aggregate program in the $10,000,000 range. These figures represent Aquatic's normal bonding needs however; larger single projects and aggregate work programs are considered as needed.

As always, the surety reserves the right to perform normal and customary underwriting at the time of any bond request including without limitation, review of acceptable contract documents and bond forms. This letter does not constitute approval of any such bond and we assume no liability to the Felix Associates or its affiliates if for any reason we do not execute such bonds.

Please do not hesitate to contact me should you have any questions regarding Aquatic's bonding capability.

Sincerely,

Dedi Belis
Vice President Surety

NASBP
MEMBER

AQUATIC VEGETATION CONTROL, INC.

DAILY PROGRESS REPORT FOR ENVIRONMENTAL MANAGEMENT

DEPT 01 - AQUATICS

DATE:

CLIENT	PROJECT NUMBER	CUST ID	CONTRACT	PROJECT NAME
City of Port St. Lucie	PSL INVASIVE	PSL001	PSL2015	Invasive Plant Control

POSITION	START TIME	END TIME	EFFECTIVE HRS	LUNCH HRS	TRAVEL HRS	SURVEY HRS	PLAN/PREP HRS	TOTAL HRS
Applicator								
Crew Supervisor								
Crew Member								
Site Manager								
Project Manager								

RESOURCES		
SOURCE	NAME	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

EQUIPMENT		
EQUIP NO.	DESCRIPTION	HOURS

WEATHER INFORMATION		
WIND MEASURMENTS		
TIME	VEL	DIR

I acknowledge that data presented is accurate.

Signature:

I acknowledge that data presented has been verified.

Manager:

Comments

Status

On-going

Completed

Data Entered

Type

T&M Project
Lump Sum Project
Per Acre Project
Per Mile Project
Maintenance Contract
Volunteer - No Bill
Retreat - No Bill

DATE: _____ **CHEMICAL STOCK LOCATION:** _____

PLANT SPECIES CODE	EASTING	NORTHING	ACRES TREATED	TREAT METH CODE	CHEMICAL	RATE PER ACRE	UNIT CODE	TOTAL USED	UNIT CODE

☐ CHECK HERE IF CLIENT CHEMICAL

Code	Scientific Name	Common Name
terrestr	**Terrestrial plant**	**terrestrial plant**
abrupreo	Abrus precatorius	rosary pea
acacauri	Acacia auriculiformis	earleaf acacia
ardielli	Ardisia elliptica	shoebutton ardisia
asparaeth	Asparagus aethiopicus	asparagus-fern
bishjava	Bischofia javanica	bischofia
casuspec	Casuarina species	Australian pine
cinncamp	Cinnamomum camphora	camphor-tree
colluasia	Colubrina asiatica	latter leaf
cupsanac	Cupaniopsis anacardioides	carrotwood
dioscalat	Dioscorea alata	winged yam
dioscbulb	Dioscorea bulbifera	air-potato
epippinn	Epipremnum pinnatum	pothos
eugeunif	Eugenia uniflora	Surinam cherry
impecyli	Imperata cylindrica	cogon grass
leucleuc	Leucaena leucocephala	lead tree
ludwperu	Ludwigia peruvia	primrose willow
lygojapo	Lygodium japonicum	Japanese climbing fern
lygomicr	Lygodium microphyllum	Old World climbing fern
melaquin	Melaleuca quinquenervia	melaleuca, paper bark
neyrreyn	Neyraudia reynaudiana	Burma reed, cane grass
paedfoet	Paederia foetida	skunk vine
panimaxi	Panicum maximum	Guinea grass
panirepe	Panicum repens	torpedo grass
pennpurp	Pennisetum purpureum	Napier grass

Code	Scientific Name	Common Name
phraaust	Phragmites australis	common reed
psidcatt	Psidium cattleianum	strawberry guava
psidguaj	Psidium guajava	guava
rhodtome	Rhodomyrtus tomentosa	downy rose-myrtle
rhynrepe	Rhynchelytrum repens	Natal grass
ricicomm	Ricinus communis	castor bean
sanshyac	Sansevieria hyacinthoides	bowstring hemp
sapisebi	Sapium sebiferum	popcorn tree, Chinese tallow tree
scaetace	Scaevola taccada	scaevola, half-flower
schearoti	Schefflera actinophylla	schefflera, umbrella tree
schitere	Schinus terebinthifolius	Brazilian pepper
sennpend	Senna pendula var. glabrat	climbing cassia
solaviar	Solanum viarum	tropical soda apple
syngpodo	Syngonium podophyllum	arrowhead vine
syzycumi	Syzygium cumini	jambolan, Java plum
thespopu	Thespesia populnea	seaside mahoe
tradflum	Tradescantia fluminensis	white-flowered wandering jew
tradspat	Tradescantia spathacea	oyster plant
urenloba	Urena lobata	Caesar's weed
urocmuti	Urochloa mutica	paragrass
wedetril	Wedelia trilobata	wedelia
xantsagi	Xanthosoma sagittifolium	malanga, elephant ear
submerse	***Submersed plant***	***submersed plant***
cabocaro	Cabomba caroliniana	cabomba, fanwort
cerademe	Ceratophyllum demersum	coontail
charspec	Chara species	chara, musksgrass
myrispic	Myriophyllum spicatum	Eurasian water milfoil
najaguad	Najas guadalupensis	Southern naiad
potailli	Potamogeton illinoensis	pondweed

Code	Scientific Name	Common Name
emersed	**Emersed plant**	**emersed plant**
altephil	Alternanthera philoxeroides	alligator weed
colocesc	Colocasia esculenta	wild taro
hydrspec	Hydrocotyle species	pennywort
hymeampl	Hymenachne amplexicaulis	West Indian marsh grass
ipomaqua	Ipomoea aquatica	water spinach
nuphadve	Nuphar advena	spatterdock
nympodor	Nymphaea odorata	fragrant waterlily
nymperis	Nymphoides cristata	snowflake
polyspec	Polygonum species	smartweed
solatamp	Solanum tampicense	wetland night shade
typhspec	Typha species	cattail
floating	**Floating species**	**floating species**
algae	algae	algae
azolcaro	Azolla caroliniana	azolla
eicheras	Eichhornia crassipes	water-hyacinth
hydrvert	Hydrilla verticillata	hydrilla
hygrpoly	Hygrophila polysperma	green hygro
lemnspec	Lemna species	duckweed
limnspon	Limnobium spongia	frog's bit
piststra	Pistia stratiotes	waterlettuce
salvmola	Salvinia molesta	giant salvinia
Code	***Treatment Method***	***Unit Code***
pull	**hand-pull**	**fl-fluid ounce**
stmp	**cut-stump**	**oz-granular ounce**
basl	**basal**	**lb-pound**
h/s	**hack & squirt**	**qt-quart**
bckp	**foliar backpack**	**pt-pint**
gun	**foliar hand gun**	**gal-gallon**
subm	**foliar submersed**	**%-percent**
lace	**lacing**	
surv	**no treatment-survey**	
tran	**no treatment-transport**	

Business Plan Meeting
Aquatic Vegetation Control, Inc.
E-Bid # 20170006
Swale Liner Maintenance-Area B
December 14, 2016 @ 2:30 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	TODD OLSON	AVC	TOLSON@AVCAQUATIC.Com	T 561-845-5575
				F 561-845-5374
3.	MICHAEL SOBBA	AVC	MSOBBA@AVCAQUATIC.COM	T 561.719.9497
				F
4.	John Dunton	PSL PW	jdunton	T
				F
5.				T
				F
6.				T
				F
7.				T
				F

"A City for All Ages"

CITY OF PORT ST. LUCIE

E-Bid#20170006
(Electronic Bid)

Swale Liner Maintenance-Area B

Prepared By:
Brenda Leo, Contract Specialist
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222
bleo@cityofpsl.com

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INVITATION TO E-BID

Sealed Electronic Bids (E-Bid) for Swale Liner Maintenance-Area B will be received in the Procurement Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, until **3:00 p.m. on November 8th, 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. All must be contained in one (1) file and in the order specified under title **Content of Responses.** Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are submitting an E-Bid for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to **supplierservices@onvia.com**.

This E-Bid requires a Bid Bond in the amount of $500.00. Please see section 4.1 for additional Bid Bond information. All bids must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time shall be scrupulously observed. Under no circumstances shall proposals 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 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.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, to solicit and re-advertise for new bids, abandon the project in its entirety, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

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

E-Bid Documents for the project include the following:

- E-Bid Document– Pages 1 – 38.
- E-Bid Reply Sheet #20170006 pages
- Attachments/Schedule:
  - Attachment A – City Map Areas A and B (1 page)
  - Attachment B – Area B Section Maps (24 pages)
  - Schedule A – Area B Section Numbers and Liner Mileage (1 page)

Brenda Leo, Contract Specialist
Procurement Management Department

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

OVERVIEW

The City desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a fixed price contract relative to supplying maintenance services for City swale liners. Contract period shall be for an initial five (5) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties. This contract allows for an annual CPI-U index increase as per Section III of the Sample Contract.

INTENT

- It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Contractor to perform all necessary maintenance services for City swale liners in Area B. The Selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein.

- The City has an estimated **894 miles** of drainage swale liner, of which approximately **465.83 miles are in Area B**. The bidder should be aware that the City is installing additional swale liner within road right of ways. The bidder will be required to maintain additional sites as growth continues throughout the City.

- Maintenance of the Swale Liner at continuous rotation shall be **6** times per year.

- The City reserves the right to modify the level of service due to environmental conditions funding availability and/or the demands from the public.

- **Areas Involved** - Designated areas maps are attached to these Bid Specifications as Attachments A, and B. The City Project Manager shall exercise discretion as to the amount and number of services for all property including the swale liner rotations. Mowing maintenance may vary.

- **Definitions** - Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

  R.R.O.W.: Shall mean Road Right-of-Way.

It is the intent of the City to award each of the swale liner maintenances contracts to different Contractors with no one (1) Contractor being awarded both swale liner maintenance contracts.

BACKGROUND

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando and was incorporated in 1961. It is the largest city in the county and region and has been one of the fastest growing cities in Florida. The City is approximately 121 square miles with a current population of almost 170,000 full time residents, and over 200,000 during the winter season.

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

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

SCOPE OF WORK SUMMARY

The Selected Bidder shall perform swale liner maintenance, including, but not limited to weed removal and edging using equipment, debris removal, and repair or replacement of loose or damaged liner, in accordance with the Monthly Schedule issued by the Project Manager, or his designee. Specific scope of work requirements are outlined in Section I of the Sample Contract contained in these bid specifications.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the E-Bid are hereby incorporated in this specification.

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

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

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

Submit all questions regarding the Contract Documents, in writing, to Brenda Leo, Contract Specialist, in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5222, Fax (772) 871-7337, and email: bleo@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after November1st, 2016 may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Leo is the only individual authorized to represent the City.

Questions submitted to any other person in any department, including the Mayor and City Council, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those

transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

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

PLEASE NOTE

The City has implemented a **Purchasing Card Program.** The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of net forty five (45) Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the net thirty (30) ARI policy.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from three (3) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. *If requested,* performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)

- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements. Lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements; When considering a proposal the City will evaluate the pricing offered by the Bidder, consider lifecycle costing and depreciation. Consideration will be given for payment by Visa and any discount provided.
- Determine what proposal provides the best value to the City for the selected items
- City Ordinance Section 35.12 Local Preference will apply
- Award will be based on the Lump Sum amount from Line #5.3 on the E-Bid Reply Sheet #20170006 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 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.

1.6.2 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 revision 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.

1.6.3 <u>Tie Bid Statement</u> – In the event two or more identical tie 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 is 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 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.9 SUBMITTAL OF E-BID

All bids shall be submitted by completing and returning the E-Bid Reply Sheet and other required documents. The information submitted on the Bid Reply should be typed or printed and signed in black ink. All required submittals are to be electronic, contained in one (1) file and in the order listed. **No** hard copies will be accepted.

CONTENT OF RESPONSE - Only electronic replies will be accepted. Do not submit hard copies. All submittals should be in ONE (1) electronic files submitted in the order as per below. Please try to limit file size to 1.5 mg.

A. **FILE # 1-** in the following order upload: completed E-Bid Reply Sheet from pages 13-15, current Certificate of Insurance, three (3) Reference Forms, Drug Free Workplace form, copy of license, W9, $500.00 Bid Bond or alternative surety, Vendor Code of Ethics, and E-Bid checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet (#3).

B. Enter the total proposal amount from **#5.3** of the E-Bid Reply Sheet on the Demandstar web page for cost or you will receive an error message and your submittal will be denied. Discrepancies between the dollar amount listed on the web page and the dollar amount listed on the E-Bid Reply Sheet will be resolved in favor of the E-Bid Reply Sheet that is uploaded at the time of submittal.

C. **The "Submit" button at the bottom of the page must be selected to send the documents and submit the proposal.**

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

1.9.2 Timeliness of Submittal - All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids be uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures. No exceptions will be made.

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

1.9.4 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

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

1.11 Execution of Contract or Purchase Order - After the recipient of an award has been determined and necessary approval obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the selected Bidder(s) with these Specifications. The selected Bidder(s) shall execute the Contract, deliver the required Insurance Certificates, and furnish an acceptable Performance and Payment Bond and any other required documentation within ten (10) calendar days. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. If Bidder cannot accept these terms and conditions then Bidder should not submit a bid.

1.12 Failure to Execute Contract – The failure on the part of the selected Bidder(s) to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each selected Bidder(s) in advance that the City will sustain certain damages by reason of the failure of the selected Bidder(s) to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the selected Bidder(s) thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

1.13 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 E-Bid Reply Sheet.

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

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

1.14 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.

1.15 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 or 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).

1.16 W-(Taxpayer Identification Form) - Bidder shall be required to complete a W-9 Taxpayer Identification Form upon notice of award.

1.17 Familiarity with Laws – The Bidder shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all proposals in compliance with 28 C.F.R. §35.151. Contractors and all subcontractors must comply with § 119.0701, Fla. Stat. (2013). The Bidder and all subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with this Bid, 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).

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

1.19 Bid Information - For information concerning procedures for responding to this E-BID, contact Brenda Leo at (772) 871-5222 or bleo@cityofpsl.com. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Ms. Brenda Leo 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. Final date for question, in writing, is November 1, 2015. 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.

It is the responsibility of the Bidder to receive any and all E-Bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum via Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the E-Bid Reply Sheet (#3) with the Addendum number and the date of issuance. The City will not be responsible for any

interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all E-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 E-Bid Addenda.

2. SPECIAL REQUIREMENTS

2.1 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.

2.3 Discrepancies - If, in the course of performing work resulting from an award under this specification, the selected Bidder(s) finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the selected Bidder(s) shall discontinue work on the subject Area B and inform the City of the discrepancy. The selected Bidder(s) 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.

3. SPECIFIC REQUIREMENTS

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

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

4. BID REQUIREMENTS

4.1 Proposal Guaranty - 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 hundred ($500.00) dollars, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized

Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond should be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond should be received within five (5) business days after the opening or the bid may be deemed non-responsive.

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

4.2 Payment & Performance Bonds – The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in the amount of 100% of the contract price. The City will 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 and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond.

Should the Surety become irresponsible during the term the Contract is in force, the City may require additional and sufficient sureties and the selected Bidder shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended. The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of twenty five thousand (25,000) dollars.

5. ADDITIONAL INFORMATION

5.1 Brand Names /Quality of Equipment and Materials – N/A

5.2 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.

5.3 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.

E-Bid #20170006
Swale Liner Maintenance-Area B

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 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 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: _____ %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Fixed prices per mile:

Type of Area (Area B)	Est. # of miles	Six (6) Annual Rotations	Total miles maintained	Fixed price per mile	Total Annual Amount
Drainage Swale	465.83	Jan, Mar, May, July, Sept, Nov, or bi-monthly	2,794.98	$	$

Award is to be based on the Total Annual Amount. Please enter the above total on DemandStar.

- Estimated time to complete one cycle of drainage swale maintenance _____

5.4 Bidders are cautioned that the anticipated miles 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 total shall be entered in the "Total" column.

5.5 Bidder proposes to use a subcontractor for Items listed above: Yes __ No__

_____

_____

_____

(Include business name, contact person, telephone number)

5.6 Bidders List of all equipment expected to utilize in execution of work, as required in Section 1.5 of the bid specifications:

Manufacturer Part No.

_____

_____

_____

_____

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

_____

_____

_____

_____

(Insert additional lines if necessary.)

7. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

_____

_____

_____

8. 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)

9. **INSURANCE CERTIFICATES** - 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.

10. **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.

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

12. **CERTIFICATION**

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

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

_____ _____

Signature Title

Sample Contract

CITY OF PORT SAINT LUCIE
CONTRACT #20170006

This is a Lump Sum CONTRACT, executed this day of 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and _____, a (designated filing status) Telephone No (xxx) xxx-xxxx, Fax No (xxx) xxx-xxxx, 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- #20170006 for Swale Liner Maintenance-Area B, 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 or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator:
Procurement Management Department
Attn: Brenda Leo, Contract Specialist
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 5222, Fax 772 871 7337
Email: bleo@cityofpsl.com

City Project Manager:
John Dunton
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-344-4035 Fax: 772-871-7397
Email: jdunton@cityofpsl.com

Contractor:

SECTION II
DESCRIPTION OF SERVICES

The Consultant shall provide services for Swale Liner Maintenance – Area B as per below:

SCOPE OF WORK

1. The Selected Bidder shall perform work in accordance with the Monthly Schedule issued by the Contract Supervisor, or his designee.

2. The Selected Bidder shall deliver daily VIA email, facsimile, or in person, a detailed work schedule to identify the specific work in progress to the Contract Supervisor or his designee.

3. **Hours of Service -** Work shall be performed by the Selected Bidder between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor. The bidder will not be allowed to work during any City recognized holiday without prior written notice.

4. **Maintenance of Swale Liners** -

   If the liner is under water, Selected Bidder shall start at the outfall and work their way back to the beginning of the block, this will alleviate any blockage in the liner.

   Selected Bidder shall edge the liner during each rotation.

   Selected Bidder shall weed eat along the liner if necessary.

   Selected Bidder shall shovel out and remove any and all debris i.e. sand, grass clippings, & debris from all the liner. At the end of each daily work shift, all accumulated material must be dumped at the city designated site unless prior approval by the contract administrator or his designee to temporarily leave along the city Right of way is authorized. If the city allows overnight storage of material, they are to be secured with DOT reflective cones. The site must be restored to equal or better condition, which may require replacement sod within twenty-four (24) hours. This decision will be at the contract administrator or their designee's discretion.

   The City will provide the site where debris shall be hauled to. The Selected Bidder will be required to provide cubic yard reports of debris removed at the beginning of the following work week.

   Selected Bidder shall be required to shovel dirt and debris out of all culverts and outfall pipes up to 3 feet, bidder shall also be required to shovel clean and edge concrete pads at culvert ends. Selected Bidder shall also be required to re-peg any loose liner during each rotation. It will be the bidder's responsibility to inform the Contract Supervisor approximately how many pegs the bidder's requires, the pegs will be provided by the City. All damaged liner is to be highlighted on map and reported to the contract supervisor or his designee the beginning of the following work week. The Selected Bidder will be required to repair all liner that is damaged or unsecured during

each rotation, no exceptions. The City supplied liner is a ¼ piece of 12' corrugated pipe, approximately one inch thick. If swale liner is observed to be damaged as a result of an improved property, the contract supervisor or their designee will forward the violation to Code enforcement. Individual repairs that exceed 20 feet in length must to be forwarded to the Project Manager. These areas will be repaired by City staff.

The Selected Bidder contractor shall not travel over any driveways during the course of the cleaning operation. Additionally, the City discourages driving equipment onto the swale of improved properties when retrieving accumulated debris. If the swale area becomes disturbed the contractor will immediately repair to the same or better which may include installing new sod at the contract administrator (or the designees) discretion. Seeding will not apply as a restoration tactic.

The selected Bidder(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.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on _____ and will extend for five (5) years ending on _____ . The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

SECTION IV
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of $_____ per mile for locations identified on Schedule "A' attached hereto and made a part of this contract, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section V herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

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

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
CONFORMANCE WITH E-BID

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

SECTION VII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent

caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

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

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

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

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

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

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall

apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

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

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

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

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the

insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of fifty thousand dollars ($50,000.00). A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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

SECTION VIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION IX
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 PMD or her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION X
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal,

state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

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

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

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

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

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

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

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

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

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

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

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor

transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

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

SECTION XI
CLEANING UP

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

SECTION XII
ACTS OF GOD

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

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

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 IV. 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 is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

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

Defective Work - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the selected Bidder(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', or his/her designee. If the Selected Bidder(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 selected Bidder(s) and may be deducted from any moneys due to the Selected Bidder(s) or his Surety.

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

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor 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.

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

Implied Warranty of Merchantability – N/A

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

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

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

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms 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. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this

contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Omissions - The Selected Bidder shall be responsible to the City for all acts and omissions of; their employees, Subcontractor(s), and, Manufacturers whose products are utilized in the performance of the work.

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

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

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

Storage of Equipment - Bidder shall be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. The Selected Bidder shall also be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on private property.

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

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

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

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

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.

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

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

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

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

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, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

The Bidder shall erect and maintain all necessary safeguards for the protection of the Bidder'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 selected Bidder'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 Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Bidder(s).

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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

The City may terminate this contract by written notice to the contractor for violation of any law, safety precautions, or violation of proper dress and conduct as identified in this document.

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.

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.

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.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work.
D. Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

   Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

   Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

SECTION XIX
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 XX
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 XXI
PROHIBITION AGAINST CONTINGENT FEES

N/A

SECTION XXII
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 E-Bid herein referenced, the terms of this Contract and E-Bid herein referenced shall apply.

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

SECTION XXIII
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 XXIV
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 XXV
TRUTH-IN-NEGOTIATIONS

"Not Applicable"

SECTION XXVI
CONFLICT OF INTEREST

The City hereby acknowledges that the consultant 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 Consultant 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 Consultants shall disclose all of their Treasure Coast clients and related Scope of Work.

SECTION XXVII
ENTIRE CONTRACT

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

(Balance of page intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Interim City Manager

By: DO NOT EXECUTE - SAMPLE ONLY
(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

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

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: _____

Reference: _____
Email: _____ Telephone #: _____
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

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

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

DRUG-FREE WORKPLACE FORM

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

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date:

"A City for All Ages"

VENDOR CODE OF ETHICS

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

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Bidder _____

Signature _____

Printed Name and Title _____

Date _____

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

CHECKLIST
E-BID #20170006
Swale Liner Maintenance-Area B

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

Only electronic replies are required. No hard copies will be accepted. All submittals should be in one (1) electronic file submitted in the order as per below. Please try to limit the file to 1.5 mg.

Electronic File #1

_____ E-Bid Reply Sheet included in file uploaded to Demandstar

_____ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

_____ Drug-Free Workplace form included in file uploaded to Demandstar

_____ Three (3) Completed Reference Forms and included in file uploaded to Demandstar

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

_____ Required W-9 included in file uploaded to Demandstar

_____ Copy of Insurance Certificate included in file uploaded to Demandstar

_____ Copy of License to do business included in file uploaded to Demandstar

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

_____ Vendor Code of Ethics signed and included in file uploaded to Demandstar

_____ Copy of $500.00 Bid Bond included in file uploaded to Demandstar & mailed in immediately after opening

_____ Copy of the Checklist uploaded to Demandstar

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

_____ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

ADDENDUM # 1
E-Bid #20170006
Addendum Date: 10/31/16
Swale Liner Maintenance-Area B

1. The following are all questions, with the applicable answers, that have been submitted as of October 31, 2016:

   Question 1: Please confirm how the contractor will be paid for completed work. As there is a lump sum contract amount and per mile amount. Will they be paid for each cycle on miles completed?

   Answer: The contractor will be paid with Visa or PO, and you are paid a unit price per mile.

   Question 2: What was the time frame for cycle completion with the prior contractor?

   Answer: The contractor must complete a minimum of 50% of the entire rotation per month/2 months for the entire cycle.

   Question 3: In the case of excess damaged liner due to vehicle crash, resident vandalism etc. will the contractor be responsible for repair?

   Answer: Vehicle crash on a vacant lot, yes. On an improved property/house, no, it will be forwarded to Neighborhood Services to be enforced.

   Question 4: What was the prior lump sum contract amount total?

   Answer: The current approximate contract amount is $684,770.10.

   Question 5: What was the total prior contract mileage amount?

   Answer: The current contract mileage amount is 465.

   Question 6: How much sod was replaced per cycle on the last contract?

   Answer: The amount of replaced sod was not of any significance.

Note: The Bid opening date and time HAS NOT changed.

Instructions to Bidder:

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

ADDENDUM # 2
E-Bid #20170006
Addendum Date: 11/1/16
Swale Liner Maintenance-Area B

1. The following additional question, with the applicable answer, was submitted on November 1, 2016:

   Question 1: I was wondering what product the city is requesting to be used for the Swale liner? Could you let me know what the exact product is that you are looking for? I want to quote the appropriate product!

   A) The City supplied liner is a ¼ piece of 12' corrugated plastic pipe, approximately one inch thick.

Note: The Bid opening date and time HAS NOT changed.

Instructions to Bidder:

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

ADDENDUM # 3
E-Bid #20170006
Addendum Date: 11/8/16
Swale Liner Maintenance-Area B

1. The Bid opening date and time has been changed to Tuesday, November 15th, 2016 at 2:30PM.

Note: The Bid opening date and time HAS 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 accepted.

E-Bid #20170006
Swale Liner Maintenance-Area B

1. **COMPANY NAME**: DeAngelo Brothers, LLC

DIVISION OF: _____

PHYSICAL ADDRESS: 1965 W. 9th St. #A

MAILING ADDRESS: same

CITY, STATE, ZIP CODE: Riviera Beach, FL 33404

TELEPHONE NUMBER: ( ) 561-881-1091 FAX NO. ( ) 561-881-1093

CONTACT PERSON: Tedd Kenny E-MAIL: tedd.kenny@dbiservices.com

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

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

Previously incorporated as DeAngelo Brothers, Inc. in 1985 in Pennsylvania. Converted to LLC on 7/01/14.

Mark Robinson
President

William J. Hartman
Vice President

Michael J. Selwood
Treasurer

How long in present business: 38 yrs how long at present location: 3 months

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 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
1	10/31/16
2	11/1/16
3	11/8/16

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: 2 %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Fixed prices per mile:

Type of Area (Area B)	Est. # of miles	Six (6) Annual Rotations	Total miles maintained	Fixed price per mile	Total Annual Amount
Drainage Swale	465.83	Jan, Mar, May, July, Sept, Nov, or bi-monthly	2,794.98	$ 750.00	$2,096,235.00

Award is to be based on the Total Annual Amount. Please enter the above total on DemandStar.

- Estimated time to complete one cycle of drainage swale maintenance 60 days

5.4 Bidders are cautioned that the anticipated miles 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 total shall be entered in the "Total" column.

5.5 Bidder proposes to use a subcontractor for Items listed above: Yes __ No ✓

(Include business name, contact person, telephone number)

5.6 Bidders List of all equipment expected to utilize in execution of work, as required in Section 1.5 of the bid specifications:

Manufacturer Part No.

Please see attached list of available equipment

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

(Insert additional lines if necessary.)

7. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

   DBI has sufficient manpower and equipment to pool resources from local offices to meet the contract requirements. DBI anticipates assigning experienced maintenance staff to this project. This crew will be dedicated to the project and will not be used on any other project.

8. 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)

9. **INSURANCE CERTIFICATES** - 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.

10. **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.

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

12. **CERTIFICATION**

I, (print) Todd A. Kenny 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 — Division Manager, Title

CERTIFICATION OF A JOINT ACTION BY UNANIMOUS CONSENT IN WRITING OF THE MANAGERS OF DeANGELO BROTHERS, LLC

I, Joseph G. Ferguson, Secretary of DeAngelo Brothers, LLC, (the "Company"), hereby certify that, by unanimous consent of the Managers of the Company, the following Resolution was adopted:

AUTHORIZATION TO SIGN CONTRACTS AND COMMITMENTS

NOW THEREFORE BE IT RESOLVED THAT **Tedd Kenny** is hereby authorized to bind the Company to contracts and is hereby directed, authorized and empowered to execute, acknowledge, deliver and receive such documents, instructions, papers and electronic communications and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of executing the documents with respect to the City of Port St. Lucie, Florida, E-Bid Number 20170006, Swale Liner Maintenance-Area B.

DATED this 8th day of November, 2016.

JOSEPH G. FERGUSON
Secretary

(SEAL)

DeANGELO BROTHERS, LLC

JOINT ACTION BY UNANIMOUS CONSENT IN WRITING OF THE MANAGERS

THE UNDERSIGNED, being the managers ("Managers") of DeAngelo Brothers, LLC, a Pennsylvania limited liability company ("Company"), hereby adopt, by this Joint Action by Unanimous Consent in Writing, in accordance with applicable provisions of the Pennsylvania Limited Liability Company Act, as amended, the following resolution with the same force and effect as if unanimously adopted at a duly convened meeting of the Managers of Company, respectively, at which a quorum was present and voting throughout:

RESOLVED: That **Tedd Kenny** is hereby authorized to bind the Company to contracts and is hereby directed, authorized and empowered to execute, acknowledge, deliver and receive such documents, instructions, papers and electronic communications and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of executing the documents with respect to the City of Port St. Lucie, Florida, E-Bid Number 20170006, Swale Liner Maintenance-Area B.

DATED this 8th day of November, 2016.

Mark D. Robinson, Manager

Michael Selwood, Manager

Joseph G. Ferguson, Manager

DBI EQUIPMENT LIST UNITED STATES LOCATIONS

VEHICLES

436 - Pickups 1500/2500/3500

85- Work Trucks C30/4500/5500

486- Spray Trucks Highrail gear

86- Stake Body

37- Dump Body

TRAILERS

181- Lawn Equipment Trailers

343- Utility Trailers

27- Equipment Trailers

18- Dump Trailers

14- Water Tanks

CONSTRUCTION EQUIPMENT

152- Tractors

26- Skid Steer

33- Front End Loaders

SPECIALIZED EQUIPMENT

16- ATV's

119- UTV's

7- Amphibious/ARGO

186- Snow Plows

36- Street Sweepers

157- Riding Lawn Mowers

34- Walk Behind Lawn Mowers

18- Tree Chippers

BOATS

13- Airboats

89- Jon Boats & Skiffs

12- Ghanoe/Canoe

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that DeAngelo Brothers, LLC does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

11/14/16
Date:

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: DeAngelis Brothers, LLC

Reference: Okeechobee Landfill
Email: Michael.Ray@atkinsglobal.com Telephone #: 321-279-8519
Person to contact: Michael Ray

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____
Qualifications _____
Performance _____
Adherence to Schedule _____
Weed Control _____
Cooperation _____
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

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: DeAngelo Brothers, LLC

Reference: Polk County Mitigation & Stormwater System
Email: tonyaskinner@polk-county.net Telephone #: 863-535-2351
Person to contact: Tonya Skinner

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

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

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: DeAngelo Brothers, LLC

Reference: Palm Beach County Landscape Mtce of Stormwater Ponds
Email: bwpowell@pbcgov.org Telephone #: 561-233-5960
Person to contact: Brian Powell

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

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

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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.
DeAngelo Brothers, 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.)
100 North Conahan Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Hazleton, PA 18201

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
2 3 – 2 3 3 2 7 8 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 4/3/15

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/1/2017

DATE (MM/DD/YYYY) 11/1/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
LOCKTON COMPANIES
500 West Monroe, Suite 3400
CHICAGO IL 60661
(312) 669-6900

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Federal Insurance Company	20281
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1417832
DBi Services, LLC and all subsidiaries
DeAngelo Brothers, LLC and all subsidiaries
100 N Conahan Drive
Hazleton PA 18201

COVERAGES CERTIFICATE NUMBER: 14356753 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	HDOG2455840A	11/1/2016	11/1/2017	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 X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	ISAH09034535	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR	N	N	AUC9826654	11/1/2016	11/1/2017	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WLRC47863028	11/1/2016	11/1/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased/Rented Equipment	N	N	6615270	11/1/2016	11/1/2017	Limit: $1,000,000 Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Liability: Insurance Carrier-Steadfast Ins. Co., Policy Number-EOC5834540-04, Effective Dates-11/1/16-11/1/17, Limits: Each Claim-$5,000,000, Aggregate-$10,000,000, SIR-$75,000 Professional Liability- Insurance Carrier-Steadfast Ins. Co., Policy Number-EOC5834540-04, Effective Dates-11/1/16-11/1/17, Limits: Each Claim-$5,000,000, Aggregate-$10,000,000, SIR-$75,000

CERTIFICATE HOLDER

14356753
Evidence of Insurance

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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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****
1965 W 9TH ST STE A
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0067 PLANT MAINTENANCE	DEANGELO BROTHERS INC		B16.517644 - 09/09/16	$108.90	B40143327

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

AQUAGENIX
DEANGELO BROTHERS LLC
1965 W 9TH ST STE A
RIVIERA BEACH, FL 33404

LBTR Number: 201012263
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.

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2016 - 2017

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #12 Receipt #7299-20000247

Type of business 7299 MISC/PUBLIC SERVICE (VEGETATION MANAGEMENT) Expires SEPTEMBER 30, 2017

DBA name Aquagenix

Business DeAngelo Brothers LLC

Mailing address: DeAngelo Brothers LLC
1965 W 9th St #A
Rivera Beach, FL 33404

Business location: 1965 W 9th St #A
Rivera Beach, FL 33404

RENEWAL

Out of County

Original tax:	$27.55		M14000004269
Penalty:			
Collection cost:			
Total:	$27.55	Paid 08/16/2016 27.55	0132-20160816-003697

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

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

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

Pursuant to Florida law, Local Business Taxes are subject to change.

DeAngelo Brothers LLC
1965 W 9th St #A
Rivera Beach, FL 33404

"A City for All Ages"

VENDOR CODE OF ETHICS

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

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
    - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
    - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
    - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Bidder DeAngelo Brothers LLC

Signature [signature]

Printed Name and Title Teva A. Kenny, Division Manager

Date 11/14/16

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.

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
DeAngelo Brothers LLC
100 North Conahan Drive
Hazleton, PA 18201

SURETY:
(Name, legal status and principal place of business)
Westchester Fire Insurance Company
436 Walnut Street, P. O. Box 1000
Philadelphia, PA 19106
Mailing Address for Notices

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 SW Port St Lucie Blvd
Port St Lucie, FL 34984-5099

BOND AMOUNT: $ $500 Five Hundred Dollars and 00/100

PROJECT:
(Name, location or address, and Project number, if any)
Swale Liner Maintenance - Area B - E-Bid No. 20170006

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 4th day of November, 2016.

(Witness)

DeAngelo Brothers LLC
(Principal) *(Seal)*
By:
(Title) Secretary

(Witness) Karen E. Bogard

Westchester Fire Insurance Company
(Surety) *(Seal)*
By:
(Title) William Reidinger , Attorney-in-Fact

WESTCHESTER FIRE INSURANCE CO.

S-0054/AS 8/10

Power of Attorney

Bond No. Bid Bond

Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint William Reidinger of the City of (Schaumburg), (IL), each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars & Zero Cents ($25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 8th day of December 2015.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 8th day of December, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2018

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 4th day of November 2016.

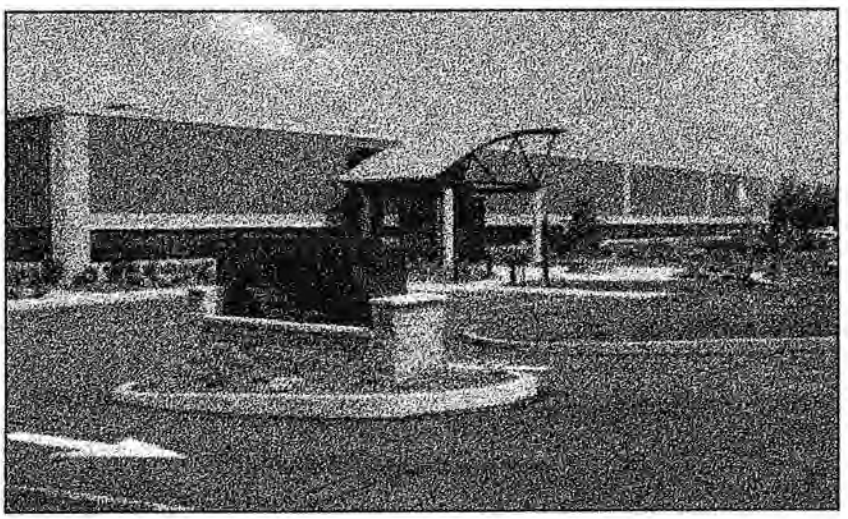
William L. Kelly, Assistant Secretary

COMPANY PROFILE

Since 1978, the central business philosophy at DBi has been to take care of our customers and employees better than any other company. Our purpose is to increase the economic well-being and quality of life of all our stakeholders; this includes not only our customers, employees and strategic partners, but also the general public and the environment.

Today, DBi provides diversity in industrial and commercial service solutions for vegetation and cleaning management services, to clients ranging from Federal, State and local governments, to railroads, utilities and large industrial clients throughout the United States and Canada. With thirty (30) years of experience in completing large performance-based contracts, we have built a reputation of being one of the most efficient service organizations in North America. In the last five (5) years we have completed more than four hundred and fifty million dollars ($450,000,000) of performance-based projects throughout the United States and Canada. We are confident our innovative and creative approaches to doing business will be of enormous benefit and value to the FWS for this complex project.

Since inception, DBi has continued to grow, expanding geographically, diversifying and acquiring other companies. DBi is currently headquartered in Hazleton, Pennsylvania and consists of thirty-seven (37) locations, nearly one thousand (1000) employees and is made up of seven (7) major business units (Vegetation Management; Aquatic and Wetland Management, Stormwater Restoration and Maintenance; GIS/GPS Services; Cleaning Management; Road Management; and Asset Management).



Corporate Headquarters, Hazleton, Pennsylvania

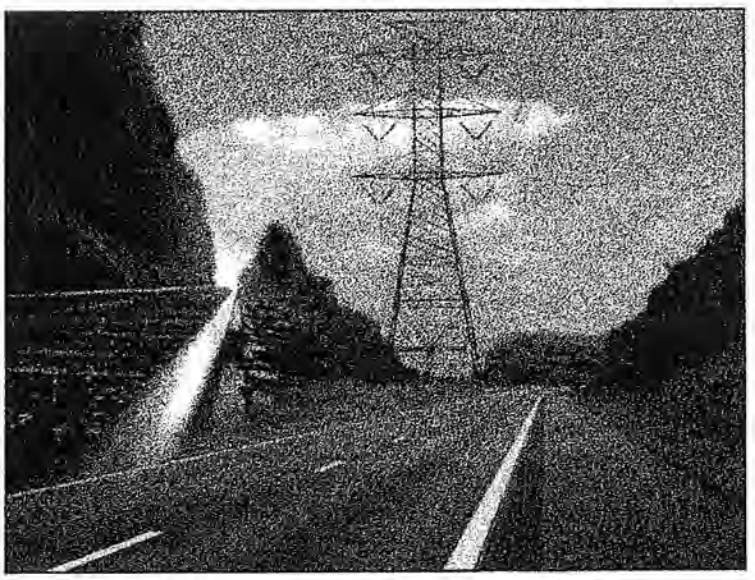
DBi, DeAngelo Brothers Corp. (Canada), DBi Services, Alenza, Aquagenix, Global Mapping Solutions, Interstate Road Management and Lawn Specialties, when combined, provide the following services:

- **Vegetation Management**

- DBi is the nation's largest and leading vegetation management company. This allows us to deliver the most cost-efficient vegetation management services to our customers throughout North America. We have accomplished this with a team of employees having many years of combined vegetation management experience who are constantly working to stay on top of the industry in every way. Our vegetation services are extended to many different areas, foremost of which are the following:

  - Industrial sites
  - Roadsides
  - Railroads
  - Utility and pipeline right-of-ways

Vegetation management has become increasingly specialized and complex with the ever-growing demands for compliance, safety and preservation of the environment. We have a committed team of experienced employees who have over one thousand (1000) years of combined experience in this specialized field and who work constantly to stay informed of every new development in the industry. This is why many of our clients consider us partners in finding innovative solutions to their vegetation problems.

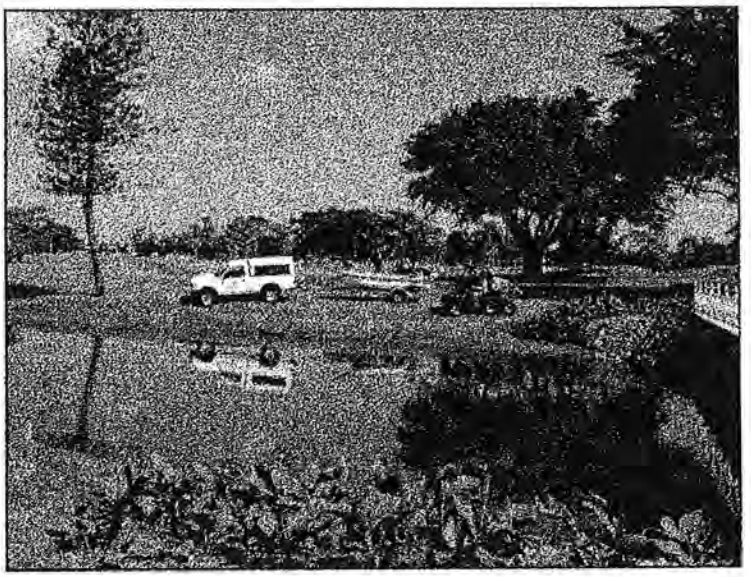


NOTE:
Within this business unit is our Industrial Vegetation Management (IVM), Department of Transportation (DOT) and Railroad (RR) Divisions. It also includes the company of Alenza, which is a supplier of vegetation management chemicals, supplies and equipment.

- **Aquatic and Wetland Management**

Headquartered in Jacksonville, Florida, Aquagenix is the industry leader in quality lake and wetland management services throughout North America. For over twenty (20) years, Aquagenix sets the industry standard in providing a unique environmentally-conscious approach to customizing and delivering exceptional service to governmental, commercial and private customers in all aspects of aquatic vegetation management.

The Aquagenix staff of highly trained and licensed technicians and service managers is dedicated to providing quality service and complete customer satisfaction. Aquagenix also maintains an industry-leading service fleet of specialized treatment vehicles, which will allow us to use the best suited equipment to provide the FWS with service sensitive to its needs.



Aquagenix primary services include:

- Nuisance and Exotic Vegetation Control
- Wetland Planting and Restoration
- Wetland Maintenance and Monitoring
- Aquatic Weed and Algae Control
- Fish Stocking and Other Lake Services
- Fountains and Aeration Systems
- Water Testing, Clarification and Dye Treatments
- Stormwater Systems Restoration and Maintenance

Specifically, Aquagenix is uniquely qualified in the area of nuisance and exotic vegetation control, and realize the adverse impacts caused by improper control. Aquagenix has the experience and knowledge to identify and eliminate nuisance and exotic species with minimal impact to the surrounding beneficial native plants species and their environment.

- **Stormwater Restoration and Maintenance**

  DBi specializes nationally in the restoration and maintenance of stormwater management systems to produce properly-functioning and aesthetically-pleasing results. Services include vegetation control, trash and debris removal, erosion repair and reseeding, filter bed maintenance, structure cleaning and restoration.

- **GIS/GPS Services**

  Global Mapping Solutions (GMS) provides a wide spectrum of services utilizing Geographic Information Systems (GIS) and Global Positioning Systems (GPS). In addition to producing geo-spatial and condition mapping for any fixed asset, other services provided include data collection and maintenance, condition assessment and evaluation, remote sensing, aerial inventory, software and hardware design and development, training and consultation.

- **Cleaning Management**

  DBi developed a national cleaning management business whose key services include street sweeping, bridge, tunnel and vehicle cleaning and graffiti removal.

- **Road Management**

  Interstate Road Management (iRM) is one of the nation's premier roadway management companies. Having made itself Pennsylvania's largest pavement marking company, iRM ranked in the top five (5) nationally by Pavement Maintenance Magazine. iRM's roadway management services are provided nationwide and go beyond simple line painting to using innovative methods of road marking and asset improvements.

- **Asset Management**

  DBi Services manages a portion of a State's road system and includes all work carried out by the State, including maintenance (roads, signage, bridges, etc.), as well as traffic and accident management.

ACTIVITIES IN FLORIDA

DBi's association with the State of Florida is particularly strong and we have more facilities in the State than in any other; twelve (12) in total including our Southeast Regional Office in Jacksonville, Florida.

The Florida Department of Transportation (FDOT) has contracted with DBi Services over twenty-three million dollars ($23,000,000) annually of highway asset maintenance, including all FDOT highways in Duval County (not interstates), I-75 between Tampa and Miami, as well as US27 and all state highways in Western Palm Beach, Broward and Martin Counties. ***All of these contracts have a significant exotic species treatment element.***

As stated earlier, Florida is also the home of DBi's Aquatic and Wetlands Division, Aquagenix, which has vast experience in managing exotic treatment programs in wetland areas. Our managers understand that wetland ecosystems need to be preserved, and believe as did President Theodor Roosevelt, that natural treasures such as the Florida Wetlands must be conserved.

FINANCIAL STABILITY

DeAngelo Brothers, LLC. is a financially stable company, and as of October 31, 2016, has a strong balance sheet, including a current ratio of over 2 to 1. The Company has been profitable every year of its existence and consequently has substantial net equity. We expect significant top and bottom line growth during 2017, primarily resulting from new business opportunities which have already been awarded.

DBI SERVICES

GLOBAL LEADER IN INFRASTRUCTURE OPERATIONS AND MAINTENANCE

Re: E-Bid #20170006 Swale Liner Maintenance – Area B

DBI has reviewed the bid documents and scope of work for the Swale Liner Maintenance contract.

DBI will provide work crews to systematically sweep thru the assigned work sections to clean all 465.83 miles of swale every cycle. A work cycle is two months or sixty days. Work crews will do the entire section of swale liner at the completion of the work cycle. The swale liner will have maintenance performed six (6) times per year.

During the cycle of maintenance, work crews will start working at the storm drain/outflow structure associated with that street, block, section to ensure water can flow unobstructed. Crews will work away from the structure by edging vegetation growing onto, over, into the swale liner. Hand held stick edgers will be used by work crews. The edger will be followed by laborers using shovels to scoop dirt, vegetation, debris from the swale liner. Crews will also inspect and clean culverts under each driveway to make sure it is open and allows water to flow. Should any culvert/driveway be found to be damaged, a photograph will be taken and reported to the city staff. A photo of the driveway/culvert will be taken and submitted along with street address, block and section number. Finally, the work crew will be followed by a laborer that will use a back pack blower to clean the swale liner and blow off all remaining dirt, vegetation, debris and be the final point of contract and quality control inspector for the crew. Should the swale liner need additional removal, the crew will be summoned to return and address any issue identified. The crew foremen will be driving the company truck alongside of the crew with trailer and supplies. All debris, vegetation and soil will be removed from the swale liner. This will be collected and dumped into the company trailer. At no time will any equipment be driven on lawns or driveways of the homeowners. As the trailer becomes full, or at the end of every shift, the trailers will be dumped at the designated PSL yard.

Company trucks will be clearly identified with company logo. Work crews will be uniformed alike with company tee shirts for easy identification.

Todd Kenny

Division Manager

ENVIRONMENTAL SERVICES DIVISION
1965 West 9th Street, #A . Riviera Beach FL 33404 USA | T +1 561 881 1291 | F +1 561 881 1293 www.dbiservices.com

CHECKLIST
E-BID #20170006
Swale Liner Maintenance-Area B

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

Only electronic replies are required. No hard copies will be accepted. All submittals should be in one (1) electronic file submitted in the order as per below. Please try to limit the file to 1.5 mg.

Electronic File #1

___✓___ E-Bid Reply Sheet included in file uploaded to Demandstar

___✓___ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

___✓___ Drug-Free Workplace form included in file uploaded to Demandstar

___✓___ Three (3) Completed Reference Forms and included in file uploaded to Demandstar

___✓___ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet

___✓___ Required W-9 included in file uploaded to Demandstar

___✓___ Copy of Insurance Certificate included in file uploaded to Demandstar

___✓___ Copy of License to do business included in file uploaded to Demandstar

___✓___ Have reviewed the Contract and accept all City Terms and Conditions

___✓___ Vendor Code of Ethics signed and included in file uploaded to Demandstar

___✓___ Copy of $500.00 Bid Bond included in file uploaded to Demandstar & mailed in immediately after opening

___✓___ Copy of the Checklist uploaded to Demandstar

___✓___ Have reviewed the Contract and accept all City Terms and Conditions

___✓___ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

CHECKLIST
E-BID #20170006
Swale Liner Maintenance-Area B

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THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

Brenda Leo

From: Nicole Miller <nkmeld2004@gmail.com>
Sent: Monday, December 12, 2016 2:43 PM
To: Brenda Leo
Subject: Re: Bid #20170006

Brenda, after further review of this bid we would like to decline our bid on this project. In recent weeks we have been awarded other bids and now feel that we are not set up to provide the service that this project will require.

Thank you,
Will Tindall
President willeld2004@gmail.com

On Thu, Dec 8, 2016 at 4:07 PM, Brenda Leo <bleo@cityofpsl.com> wrote:

Nicole,

We have not awarded this bid yet. We are evaluating the bids received and need additional information, in the form of a business plan, detailing how your company will meet the requirements of the contract.

Brenda Leo

Contract Specialist

Procurement Management Department

City of Port St. Lucie

772-871-5222

Fax: 772-871-7337

From: Nicole Miller [mailto:nkmeld2004@gmail.com]
Sent: Thursday, December 08, 2016 4:04 PM

To: Brenda Leo <bleo@cityofpsl.com>
Subject: Re: Bid #20170006

Have we been awarded the contract?

On Thu, Dec 8, 2016 at 3:50 PM, Brenda Leo <bleo@cityofpsl.com> wrote:

Good Afternoon Nicole,

The Public Works Department is requesting a detailed business plan as to how your company will perform the required work. Please email the business to me no later than Monday, December 12th, 2016 at 3:00pm.

Thank you!

Brenda Leo

Contract Specialist

Procurement Management Department

City of Port St. Lucie

772-871-5222

Fax: 772-871-7337

E-Bid #20170006
Swale Liner Maintenance-Area B

1. **COMPANY NAME**: Environmental Land Development, INC.

DIVISION OF: _____

PHYSICAL ADDRESS: 201 Campbell Rd Ft. Pierce, FL 34945

MAILING ADDRESS: Same

CITY, STATE, ZIP CODE: Fort Pierce, FL 34945

TELEPHONE NUMBER: ( ) 772-466-2270 FAX NO. ( ) 772-442-2208

CONTACT PERSON: Nicole Miller E-MAIL: nkmeld2004@gmail.com

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

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

Will Tindall
President

Wade Tindall
Vice President

Wade Tindall
Treasurer

How long in present business: 11 years how long at present location: 2 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 City Ordinance 35.12? (X) 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
#1	10-31-16
#2	11-1-16
#3	11-8-16

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 %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Fixed prices per mile:

Type of Area (Area B)	Est. # of miles	Six (6) Annual Rotations	Total miles maintained	Fixed price per mile	Total Annual Amount
Drainage Swale	465.83	Jan, Mar, May, July, Sept, Nov, or bi-monthly	2,794.98	$268.00	$749,054.64

Award is to be based on the Total Annual Amount. Please enter the above total on DemandStar.

- Estimated time to complete one cycle of drainage swale maintenance 60 calendar days

5.4 Bidders are cautioned that the anticipated miles 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 total shall be entered in the "Total" column.

5.5 Bidder proposes to use a subcontractor for Items listed above: Yes X No__
Bautista & Sons 772-318-8181

(Include business name, contact person, telephone number)

5.6 Bidders List of all equipment expected to utilize in execution of work, as required in Section 1.5 of the bid specifications:

Manufacturer Part No.
2 polaris Rangers, 4 weed eaters, 4 edgers, 3500 dodge ram pickup truck, Big tex dump trailer, utility trailer 308 Cat excavator

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

(Insert additional lines if necessary.)

7. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

   ELD will complete the project by utilizing the proper equipment & labor needed daily.

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

   N/A None of owners or principals have any criminal violations or convictions

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

9. **INSURANCE CERTIFICATES** - 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.

10. **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.

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

12. **CERTIFICATION**

I, (print) Will Tindall 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:

Will Tindall — President

Signature — Title

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Environmental Land Development INC does:
(Name of Business)

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under 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.

Will Windall
Bidder's Signature

11-1-16
Date:

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: Environmental Land Development, INC

Reference: St. Lucie County Road + Bridge Jim Beams
Email: beamsj@stlucieco.org Telephone #: 772-462-1819
Person to contact: Jim Beams

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

_____

_____

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

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

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: Environmental Land Development, INC

Reference: FDOT Treasure Coast Operations
Email: ricky.hewson@dot.state.fl.us Telephone #: 772-429-4906
Person to contact: Ricky Hewson

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____	Weed Control _____
Qualifications _____	Cooperation _____
Performance _____	Reliability _____
Adherence to Schedule _____	

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

Thank you.

For OMB Use Only	
Reference Checked	
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CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: Environmental Land Development INC

Reference: Esther Brandt - FDOT District 4
Email: Esther.brandt@dot.state.fl.us Telephone #: 954-777-4212
Person to contact: Esther Brandt

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

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

_____

_____

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

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

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

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

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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.
Environmental Land Development, INC

2 Business name/disregarded entity name, if different from above
201 Campbell Road

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.)

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Pierce, FL 34947

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 1 - 0 5 3 8 1 8 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 ▶ Will Lindall Date ▶ 1-1-16

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2016

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

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

PRODUCER	CONTACT NAME: Scott Schoen	
Warren Insurance Corporation	PHONE (A/C, No, Ext): (561) 362-6005	FAX (A/C, No): (561) 362-7005
950 Peninsula Corporate Circle	E-MAIL ADDRESS: scott@warrenins.com	
Suite 1012	INSURER(S) AFFORDING COVERAGE	NAIC #
Boca Raton FL 33487	INSURER A: Commerce & Industry Insurance Company	
INSURED	INSURER B:	
Environmental Land Development, Inc.	INSURER C:	
201 Campbell Road	INSURER D:	
Ft Pierce, FL 34945	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		WC001994846	02/01/2016	02/01/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

E Bid 20170006

30 days notice of cancellation and 10 days for non payment

CERTIFICATE HOLDER	CANCELLATION
City of Port Saint Lucie 121 SW Port Saint Lucie Boulevard Port Saint Lucie, FL 34984-5099 Fax: (772)871-5229	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 <SS>

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2016

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PRODUCER
PRESTIGE INSURANCE ENTERPRISES INC
5001 S FEDERAL HIGHWAY
FORT PIERCE, FL 34982

CONTACT NAME: BRENDA L. LEA
PHONE (A/C, No, Ext): (772) 465-2886 FAX (A/C, No): (772)465-0840
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INSURANCE COMPANY	
INSURER B : ESSEX INSURANCE COMPANY	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ENVIRONMENTAL LAND DEVELOPMENT INC
201 Campbell Road
Fort Pierce, Fl 34951
P:(772)466-2270 F:(772)462-2208

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CPS2169375	02/22/2016	02/22/2017	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 DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	INLAND MARINE			IMS33878	02/22/2016	02/22/2017	$275,000 MAX ANY ONE ITEM $500,000 TOTAL T.I.V. ANY ONE LOSS	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
E-BID # 20170006

CERTIFICATE HOLDER
CITY OF PSL
LICENSING DEPT
121 S.W. PORT ST LUCIE BLVD
PORT ST LUCIE, FL 34984
772-871-5225
FAX- 772-871-5229

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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ENVIL-1 OP ID: SH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2016

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PRODUCER
Stuart Insurance, Inc.
3070 S W Mapp
Palm City, FL 34990
Rick Halcomb, CIC, ARM

CONTACT NAME: Stephanie
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: shuffman@stuartinsurance.net

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

INSURED
Environmental Land Development Inc
Wade Tindall
201 Campbell Road
Fort Pierce, FL 34951

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			CWP0674598	08/16/2016	08/16/2017	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						WC STATU-TORY LIMITS / 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
E-BID #20170006

CERTIFICATE HOLDER CIOPS-2

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
Rick Halcomb

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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CBC1257827	

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

TINDALL, CHRISTY IVEY
ENVIRONMENTAL LAND DEVELOPMENT INC
201 CAMPBELL ROAD
FORT PIERCE FL 34945

ISSUED: 07/31/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607310002841

CITY OF PORT ST. LUCIE 10799
BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER
EXPIRE: 9/30/17

TINDALL, CHRISTY
ENVIRONMENTAL LAND DEVELOPMENT INC
201 CAMPBELL RD
FORT PIERCE, FL 34945

SIGNATURE Christy Tindall
BUILDING CONTRACTOR

FL#: CBC1257827

PSL * 11202

"A City for All Ages"

VENDOR CODE OF ETHICS

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

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Bidder Environmental Land Development, INC
Signature Will Tindall
Printed Name and Title Will Tindall President
Date 11-1-16

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.

If awarded the contract, it is understood that the Performance and Payment bonds, if issued, shall cover a single annual contract term, and if Performance and Payment bonds are needed for any successive term, the Surety may decline to issue any such bond based upon relevant underwriting factors at the time the bond is requested. Neither the Surety's decision not to issue Performance and Payment bonds for any successive term nor the failure of the Principal to file a replacement bond, in the event the Surety opts not to renew the Performance and Payment bonds, shall constitute a loss recoverable under this Bond or any Performance or Payment bonds issued by the Surety.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Environmental Land Development, Inc.
(Here insert full name and address or legal title of Contractor)

201 Campbell Rd, Fort Pierce, FL 34945

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)
(Here insert full name and address or legal title of Surety)

P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of IOWA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie
(Here insert full name and address or legal title of Owner)

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099
as Obligee, hereinafter called the Obligee, in the sum of Five Hundred and no/100

Dollars ($ $500.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

E-Bid#20710006, Swale Liner Maintenance - Area B,

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of November 2016

Nicole Mill
(Witness)

Environmental Land Development, Inc.
(Principal) (Seal)
Will Randall / President
(Title)

Anita Navarra
(Witness)

Merchants Bonding Company (Mutual)
(Surety) (Seal)
(Title)
Don Bramlage, Attorney-In-Fact
and Florida Licensed Resident Agent

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl Foley; Don Bramlage; Glenn Arvanitis; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa Roseland; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION ($15,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of July, 2016.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 1st day of July, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of November, 2016.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (6/15)

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20170006
Title: **Swale Liner Maintenance** – Area B
Bidder/Respondent: Environmental Land Development, INC

Reference: FDOT Treasure Coast Operations
Email: ricky.hewison@dot.state.fl.us Telephone #: 772-429-4906
Person to contact: Ricky Hewson

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

Describe the scope of work of the contract awarded by your firm to this Contractor:
Clearing & Grubbing (1) / District Wide Drainage Contract (2)

Were the services completed on time? yes (1) / in progress (2)

Did the services provided meet your requirements? yes

What were/are the project effective dates? 2010 - 2012 (1) / 2015 - 2018 (2)

Total Value of Contract $250,000.00 (1) / $1,000,000.00 (2)

What problems were encountered (claims)? none

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

Professionalism	10	Weed Control	10
Qualifications	10	Cooperation	10
Performance	10	Reliability	10
Adherence to Schedule	9 / weather & materials		

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

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 1/9/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Procurement Management Department Director
James Angstadt, P.E, Public Works Director

FROM: Gina Jolly- Procurement Management Department, Buyer

Agenda Item: Motion: E-Bid 20160190 Right Turn Lane at SW Del Rio & SW California Boulevard Construction Project

Submittal Date: 12/27/2016

STRATEGIC PLAN LINK: Vision 2030, Principle G- Convenient Mobility Options, "Minimal traffic congestion with predictable and acceptable travel times."

BACKGROUND: The City of Port St. Lucie (City) requires the services of a contractor for the construction of the Right Turn Lane at Del Rio and SW California Blvd. Construction Project. As part of a city-wide congestion management plan, this intersection has been identified as needing improvements to ease congestion during peak times. A feasibility study was conducted and it was determined that a right turn lane on eastbound California Blvd. would assist with traffic conditions. The design was completed and is ready to move forward with the construction portion of the project. An E-bid was advertised on October 25, 2016. The broadcast notified one thousand one hundred forty eight (1148) suppliers, with twenty three (23) planholders requesting the bid documents. The E-bid opened on November 15, 2016 with three (3) proposals being received.

ANALYSIS: City Staff reviewed the proposals. Although One Call Property is the lowest responsive bidder, Staff does not feel they offer the best value for the City. One Call Property has received a substandard evaluation on a previous City project and lack adequate experience in this type of work per the reference projects they submitted in their proposal. Staff has determined that Kerns Construction & Property Management, Inc. provides the best value to the City based on their past experience with similar construction projects and their

favorable references. Kerns Construction & Property Management, Inc. is $5425.00 higher than One Call Property. Kerns Construction & Property Management, Inc. is a local vendor.

FINANCIAL INFORMATION: Funding is available in Road & Bridge CIP/ Road & Street Facilities-Eng/ Roadways

LEGAL INFORMATION: Reviewed by Ella Gilbert on 12/14/2016 and approved as to form.

STAFF RECOMMENDATION: Approval of Award and Contract 20160190 Right Turn Lane at SW Del Rio & SW California Boulevard Construction Project with Kerns Construction & Property Management, Inc.in the amount of $98,137.00, plus a one-time Indemnification Fee of $10.00. The Contract period is ninety (90) calendar days with no option for renewal.

SPECIAL CONSIDERATION: See memo to City Manager for bid analysis

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/ 5 /2017

LOCATION OF PROJECT: The project is located at the intersection of SW Del Rio & SW California Blvd.

ATTACHMENTS: Project Location Map, Contract, Bid Analysis Memo, Bid Tabulation Report, Winning Proposal, Solicitation Request form, E-Bid Document, Addendum, Attachments, 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

DEC 28 2016

CITY MANAGER'S OFFICE

California Blvd. and Del Rio Blvd. Turn Lane

SW Corner

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

Scale:

0 0.0125 0.025 0.05

mi

CITY OF PORT SAINT LUCIE
CONTRACT #20160190

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, Kerns Construction & Property Management, Inc. 2701 Industrial Avenue 2, Fort Pierce, Florida 34946 Telephone No. (772) 985-5015 Fax No. (772) 209-7709, 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:

Thomas Salvador, Project Coordinator
City of Port St. Lucie Public Works Department– Road & Bridge Division
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 5187
Email: tsalvador@cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

Daniel Muschweek
Kerns Construction & Property Management, Inc.
2701 Industrial Avenue 2
Fort Pierce, Florida 34946
Telephone: (772) 985-5015 Fax: (772) 209-7709
Email: kerns02@att.net

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160190, **Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project** including all Attachments, all Addenda, Construction Plans, and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The City of Port St. Lucie (City) requires the services of a licensed contractor to perform all labor and materials necessary to construct a right-turn lane at SW California Blvd. and SW Del Rio Blvd. The right-turn lane will service east-bound traffic on SW California Blvd. The project consists of construction of a right turn lane, curbing, minor milling and resurfacing, minor drainage improvements, roadway striping, and utility adjustments.

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

Weather Days: The City may grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed

Conflicts: if there is a conflict between FDOT Specifications and the City's Specifications, the City's Specification will supersede.

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_____, 20 and will terminate ninety (90) calendar days thereafter on _____, 20 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 $98,137.00, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Schedule "A"

Line	ITEM #	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
1	101-1A	MOBILIZATION	LS	1	8,700.00	$ 8,700.00
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1	500.00	$ 500.00
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	7,500.00	$ 7,500.00
4	104-18	INLET PROTECTION SYSTEM	EA	2	500.00	$ 1,000.00
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	5,500.00	$ 5,500.00
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1	6,500.00	$ 6,500.00
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1	1,200.00	$ 1,200.00
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1	5,500.00	$ 5,500.00
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310	15.00	$ 4,650.00
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252	26.00	$ 6,552.00
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80	41.00	$ 3,280.00
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28	450.00	$ 12,600.00

13	430-982-129	MITERED END SECTION, RCP, 19"x30"	EA	1	2,500.00	$ 2,500.00
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210	20.00	$ 4,200.00
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315	40.00	$ 12,600.00
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55	112.00	$ 6,160.00
17	527-2	DETECTABLE MAT	SF	16	25.00	$ 400.00
18	570-1-2	PERFORMANCE TURF, SOD	SY	670	5.00	$ 3,350.00
19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985	1.00	$ 985.00
20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210	2.00	$ 420.00
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60	4.00	$ 240.00
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5	144.00	$ 720.00
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820	1.00	$ 820.00
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50	2.00	$ 100.00
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40	4.00	$ 160.00
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1	800.00	$ 800.00
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1	400.00	$ 400.00
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1	800.00	$ 800.00
29		Total				$ 98,137.00

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.

Any updated Project Schedule is to be submitted with each Pay Request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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 .5 % per month on the unpaid balance.

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 #20160190 –Right Turn Lane at SW Del Rio & SW California Blvd. 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.

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:

_____
Director, Procurement Management Department

By:_____
Authorized Representative of Kerns Construction & Property Management, Inc.

_____
Print Representative's Name

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

CITY OF PORT ST. LUCIE

Procurement Management Department

"A City for All Ages"

December 28, 2016

TO: Russ Blackburn, City Manager

VIA: Cheryl Shanaberger, Director of Procurement Management Department CS

FROM: Gina Jolly, Buyer Procurement Management Department

RE: Bid Analysis for E-Bid 20160190 Right Turn Lane at SW Del Rio & SW California Blvd.

The City received three proposals, below is the analysis of the two lowest bidders.

	One Call Property	**Kerns Construction**
Local Vendor	yes	yes
Business address verified	yes	yes
Required License	yes	yes
30% of work completed by prime	yes	yes
Experience with this type of work	1 project	3 projects
Average reference scores	7.3	8.7
% high bid difference	5.8%	.29%

(Two bidders were only $285.58 apart and the low bidder is $5,710.58 lower than the highest, which causes concern for items being missed and possible future change orders.)

City Staff has determined Kerns Construction & Property Management provides the best value to the City.

Attached:
Average Reference Scores
Price Comparison
Email from One Call

2015 Award Winner

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

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

20160190 Average of Reference Scores

Company Name	References	Score	Average of Scores	Scope of Work
One Call Property Services, Inc.	Town of Jupiter/ Toney Penna	42	7.0	Drainage Swale Improvements
	Town of Jupiter/ Mohican	42	7.0	Intersection Improvements, Removal of Asphalt, Concrete Curb
	Exit 131 Orange Ave	47	7.8	Culvert Replacement
	Total Scores	131		
	Average Total		7.3	
Property Management				
	St Lucie Public Schools	60	10.0	Construction of asphalt parking lot
	Indian River County	46	7.7	Construction of sidewalks, curbs, asphalt paving, earthwok, storm drainage
	St Lucie County Engineering	51	8.5	Construction of sidewalks, curbs, asphalt paving, earthwok, storm drainage
	Total Scores	157		
	Average Total		8.7	

20160190 Price Comparison

Company Name	Price	% of difference	
One Call Property Services, Inc.	$ 92,712.00		
Kerns Construction & Property Management	$ 98,137.00	5.53%	
			0.29%
McTeague Construction Co.	$ 98,422.58	5.80%	

Gina Jolly

From:	Cheryl Shanaberger
Sent:	Tuesday, December 20, 2016 3:58 PM
To:	Brent Martin
Cc:	James Angstadt; Gina Jolly
Subject:	RE: E bid- 20160190
Attachments:	20160190 Jupiter - Toney Penna Reference for One Call.pdf; 20160190 Jupter - Mohican Reference for One Call.pdf; 20160190 Ref Form from Jose Alanis for One Call.pdf

Brent, thank you for your concern. I have attached the references we received. None seemed to be for intersection improvements, asphalt and so forth and also the scores are not high. Please see below the question from the bid

List three (3) Intersection Improvement 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. Do not list the City of Port St. Lucie as a reference.

Your bid response only identified one prior contract for intersection improvements and the highest score was 7 for that project which was only for $21,000.

The City is actively ready to award to your firm when it is the "best value". The City determines the award based on the information provided by your firm. I will address g after further research and will send Kern's references in a separate email.

Cheryl Shanaberger, MPA, CPPO
City of Port St. Lucie
Director, Procurement Management Department
772 871 7390

From: Brent Martin [mailto:Brent@onecallprop.com]
Sent: Tuesday, December 20, 2016 2:53 PM
To: Cheryl Shanaberger <CherylS@cityofpsl.com>
Subject: E bid- 20160190

Cheryl,

Thank you for taking my call.

One Call is writing this email in reference to E bid- 20160190. One Call is requesting further clarification for the City's analysis. It is our understanding One Call was not Awarded the E bid in reference for the reasons below:

1. Substandard evaluation on a previous city project.

2. Lack of adequate experience in this type of work.

One Call's comments and response to the items above are:

1. It was our understanding that One Call is in "Good Standing" and would not be further analized as receiving a "Substandard Evaluation on a previous project". This was a direct discussion that I had with the City. The City indicated that the attached letter satisfied the evaluation of work previous provided.
    a. Please either remove this comment or provide additional clarification.
2. One Call has experience in pavement, sidewalks, storm water, and grading. Additionally, One Call has term contracts with Martin County and Town of Jupiter (See attached Bid Forms). Many of the item within previously completed contracts match that of E bid 20160190
    a. Furthermore, One Call qualifies as a "Local Vendor" under the City's Ordinance.
    b. One Call is working with Loren Jock Trucking Stuart for a portion of this project. One Call will meet and exceed the 30% requirement per Section XV.
    c. One Call was $5,425.00 lower than the next bidder and the City did not contact our staff requesting any additional information our clarification.
    d. Please provide clarification addition clarification for the City's analysis for "Lack of adequate experience in this type of work"
    e. Please provide City's fax responses from One Calls references.
    f. Additionally, please provide the favorable reference information for Kerns Construction & Property Management, Inc.
    g. It appears that Kerns' address is a residential location and would not be favorable to self-preform 30% of this type of work.

Item 3.3 indicates Protest can occur by attending the scheduled City Council meeting. It appears that per the memorandum that the meeting date is 1/9/17. Please confirm.

Respectfully,

Brent Martin
Vice President of Construction

ONE CALL

7804 SW Ellipse Way, Stuart, FL 34997
Cell:772-324-1146 |Office:772-223-8400
Fax:772-409-8620
Email: Brent@onecallprop.com
Web Site: www.OneCallProp.com

Confidentiality:

The information contained in this message from One Call Property Services, Inc. and any attachments are privileged and confidential and intended only for the named recipient(s). If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, copying or use of the information contained in this e-mail is strictly prohibited. If you have received this message in error, please contact the sender immediately by return email and delete the original message and attachments. Thank you.

201601 Right Turn Lane at SW Del Rio and SW California Blvd construction Project
Bid Tabulation

					Kerns Construction & Property Mgmt., Inc.		McTeague Construction Co.		One Call Property	
Line	ITEM #	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	101-1A	MOBILIZATION	LS	1	8,700.00	$ 8,700.00	24,450.00	$ 24,450.00	7,590.00	$ 7,590.00
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1	500.00	$ 500.00	1,000.00	$ 1,000.00	496.00	$ 496.00
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	7,500.00	$ 7,500.00	14,000.00	$ 14,000.00	2,484.00	$ 2,484.00
4	104-18	INLET PROTECTION SYSTEM	EA	2	500.00	$ 1,000.00	863.00	$ 1,726.00	132.00	$ 264.00
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	5,500.00	$ 5,500.00	2,400.00	$ 2,400.00	6,210.00	$ 6,210.00
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1	6,500.00	$ 6,500.00	2,530.00	$ 2,530.00	4,968.00	$ 4,968.00
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1	1,200.00	$ 1,200.00	2,070.00	$ 2,070.00	994.00	$ 994.00
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1	5,500.00	$ 5,500.00	2,438.00	$ 2,438.00	4,692.00	$ 4,692.00
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310	15.00	$ 4,650.00	21.80	$ 6,758.00	22.00	$ 6,820.00
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252	26.00	$ 6,552.00	27.60	$ 6,955.20	30.00	$ 7,560.00
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80	41.00	$ 3,280.00	46.70	$ 3,736.00	74.00	$ 5,920.00
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28	450.00	$ 12,600.00	238.16	$ 6,668.48	398.00	$ 11,144.00
13	430-982-12	MITERED END SECTION, RCP, 19"x3	EA	1	2,500.00	$ 2,500.00	1,137.35	$ 1,137.35	3,450.00	$ 3,450.00
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210	20.00	$ 4,200.00	4.25	$ 892.50	20.70	$ 4,347.00
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315	40.00	$ 12,600.00	35.77	$ 11,267.55	34.00	$ 10,710.00
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55	112.00	$ 6,160.00	53.00	$ 2,915.00	75.00	$ 4,125.00
17	527-2	DETECTABLE MAT	SF	16	25.00	$ 400.00	15.00	$ 240.00	20.00	$ 320.00
18	570-1-2	PERFORMANCE TURF, SOD	SY	670	5.00	$ 3,350.00	2.90	$ 1,943.00	6.00	$ 4,020.00

201601 Right Turn Lane at SW Del Rio and SW California Blvd construction Project

Bid Tabulation

19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985	1.00	$ 985.00	1.20	$ 1,182.00	1.00	$ 985.00
20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210	2.00	$ 420.00	2.60	$ 546.00	2.00	$ 420.00
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60	4.00	$ 240.00	4.00	$ 240.00	6.00	$ 360.00
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5	144.00	$ 720.00	98.00	$ 490.00	97.00	$ 485.00
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820	1.00	$ 820.00	1.00	$ 820.00	1.30	$ 1,066.00
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50	2.00	$ 100.00	3.45	$ 172.50	2.70	$ 135.00
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40	4.00	$ 160.00	1.00	$ 40.00	1.60	$ 64.00
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1	800.00	$ 800.00	805.00	$ 805.00	1,380.00	$ 1,380.00
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1	400.00	$ 400.00	250.00	$ 250.00	662.00	$ 662.00
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1	800.00	$ 800.00	750.00	$ 750.00	1,041.00	$ 1,041.00
29		Total				$ 98,137.00		$ 98,422.58		$ 92,712.00
	Bid Reply					Yes		Yes		Yes
	Addendum Acknowledgment					Yes		Yes		Yes
	COI					Yes		Yes		Yes
	License					Yes		Yes		Yes
	Drug Free					Yes		Yes		Yes
	Bid Bond					Yes		Yes		Yes
	W-9					Yes		Yes		Yes
	Vendor Code of Ethics					Yes		Yes		Yes
	Non-Collusion					Yes		Yes		Yes
	Local Preference					Yes		Yes		Yes
	Accepts Visa					No		No		No

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	EBID-20160190-0-2016/GJ
Bid Name	Right Turn Lane at SW Del Rio & SW California Blvd Construction Project
Bid Due Date	11/15/2016 2:00:00 PM Eastern time
Bid Opening	**Closed**

3 total responses found.

✓ online, offline, • not submitting, not received

	Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1.	Kerns Construction & Property Management, Inc.	11/15/2016 11:35:51 AM	1601 SW Harbour Isles Port St. Lucie, FL 34986	$98,137.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond Form 330 Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
2.	mcteague Construction co	11/14/2016 3:25:23 PM	624 central parkway stuart, FL 34994	$98,422.58	$0.00	Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond Form 330 Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
3.	One Call Property	11/15/2016 1:43:41 PM	7804 SW Ellipse Way Stuart, FL 34997	$92,712.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond Form 330 Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

Right Turn Lane at SW Del Rio & SW California Blvd.

Respondents	Kerns Construction	One Call Property	McTeague
Subcontractors			
Earthwork-			McPeek Land clearing
Asphalt-	Ranger Const. Industries	Loran Jock Trucking	
Concrete-	Coats Concrete Const.		
Sod-	Natures Keeper		
Striping-			

Similar Projects

North County Complex Bus Driver Parking Lot - Fully construct asphalt parking lot.	Exit 131 - Orange Ave. Culvert install and road repair	PSL Sidewalks - Construct Sidewalks
Juanita Ave. Sidewalks - Construct sidewalks, curbs, pavement, earthwork, and storm drainage.	Jupiter - Toney Penna -Drainage Swale Improvements	Martin County Parking Lot Improvement- Repour concrete parking lot
87th St. & 91st Ave Sidewalks- Same as Juanita including turnouts and side street tie in construction.	Jupiter - Mohican - Asphalt Removal, Embankment, Curb	Pahokee Housing Authority - Club house renovation

City of PSL Vendor Evaluations

Parks and Rec ADA door upgrades - Unfavorable, would not contract again

PSL Sidewalks - Favorable, would contract again

Concern with lack of similar type work completed by lowest bidder
Concern with lack of subcontractors provided

E-Bid Reply Sheet #20160190

Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

1. **COMPANY NAME:** Kerns Construction & Property Management, Inc.

DIVISION OF: N/A

PHYSICAL ADDRESS: 2701 Industrial Avenue 2

MAILING ADDRESS: 2701 Industrial Avenue 2

CITY, STATE, ZIP CODE: Fort Pierce, Florida 34946

TELEPHONE NUMBER: ( ) 772-985-5015 FAX NO. ( ) 772-209-7700

CONTACT PERSON: Daniel L. Muschweck E-MAIL: kerns02@att.net

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

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

Charles D. Kerns
President
Daniel L. Muschweck
Vice President
Jacquelyn C. Kerns
Treasurer

How long in present business: Nine Years How long at present location: 1.5 Years

Total Number of Staff at this present location: 13

Total Number of Staff for your Firm within the Treasure Coast Area: 13

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

Does the firm have a Drug-Free Workplace program? Yes (X) or No ( )

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

Addendum Number	Date Issued	Addendum Number	Date Issued
1	October 31, 2016		

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

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: 0 %

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

5.3 Bid Reply Total from Schedule "A" on Line 29: $ 98,137.00
(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 #20160190 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 #	DESCRIPTION	UNIT	QUANTITY
1	101-1A	MOBILIZATION	LS	1
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1
3	102-1	MAINTENANCE OF TRAFFIC	LS	1
4	104-18	INLET PROTECTION SYSTEM	EA	2
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28
13	430-982-129	MITERED END SECTION, RCP, 19"x30"	EA	1
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55
17	527-2	DETECTABLE MAT	SF	16
18	570-1-2	PERFORMANCE TURF, SOD	SY	670
19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985

DM

20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1

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.

5.4 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:

_____

_____

_____

5.5 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)

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

_____

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

6. List three (3) Intersection Improvement 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. Do not list the City of Port St. Lucie as a reference.

Project Number 1

Project Name: North County Complex Bus Driver Parking Lot Project

Description & year completed: Construction of asphalt parking lot for school bus drivers

TDM

Completed Summer of 2016

Location: 2909 Delaware Avenue, Fort Pierce, Florida 34950 St. Lucie Public Schools

Client Name, Phone Number & Email: Bob Massa, CBO 772-216-0543 bob.massa@stlucieschools.org

Value of Total Contract: $ 79,000.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: $ 0.00

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: Juanita Avenue Sidewalks (Taylor Creek to 21st Street)

Description & year completed: Construction of concrete sidewalks, curbs, asphalt pavement earthwork. storm drainage for new public access sidewalks. Completed 2016

Location: Juanita Avenue - Taylor Creek Bridge to West 21st Street St. Lucie County Engineering

Client Name, Phone Number & Email: Craig Hauschild, P.E., 772-462-1712hauschildc@stlucieco.org

Value of Total Contract: $ 419,066.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: $ 0.00

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 3

Project Name: 87th Street & 91st Avenue Sidewalks (FDOT LAP Funded)

Description & year completed: Construction of concrete sidewalks, curbs, asphalt pavement, earthwork storm drainage erc. for public assess sidewalk. Completed Summer 2016

Location: 87th Street (101st Ave to CR 510) and 91st Avenue (79th Street to 87th Street) Sebastian, Florida

Client Name, Phone Number & Email: James Ennis, PE, PMP, 772-226-1221 jennis@ircgov.com

Value of Total Contract: $ 1,084,854.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: $0.00

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

Ranger Construction Industries, Inc.

Coats Concrete Construction

Nature's Keeper, Inc.

8. 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.

9. 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.

10. CERTIFICATION

This bid is submitted by: Name (print) **Daniel L. Muschweck** 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.

Daniel Muschweck
Signature

November 15, 2016
Date

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

Daniel Muschweck
Signature

Executive Vice President
Title

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

DRUG-FREE WORKPLACE FORM

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

Kerns Construction & Property Management, 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.

Daniel Muschweck

Bidder's Signature

Daniel L. Muschweck, Executive Vice President

November 15, 2016

Date

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. LX-277712

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Kerns Construction and Property Mgmnt. Corp.**

as Principal, hereinafter called the Principal, and **Lexon Insurance Company**

a corporation duly organized under the laws of the **State of Texas**
as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Port St. Lucie, FL**

as Obligee, hereinafter called the Obligee, in the sum of **5 %** of bid amount, not to exceed
Five Thousand & 00/100---------- Dollars **($5,000.00)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project. Bid #20160190.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **14th** day of **November, 2016.**

Tony Bové
(Witness)

Kerns Construction and Property Mgmnt. Corp.

(Seal)

Charles D. Kerns, President

Shayda Hernada
(Witness)

Lexon Insurance Company

(Seal)

Burton Harris,
Attorney-in-Fact and Florida Resident Agent #A111883

POWER OF ATTORNEY

LX- 277712

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1964 STATE OF TEXAS

LEXON INSURANCE COMPANY

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 14th Day of November, 2016.

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1964 STATE OF TEXAS

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

ADDENDUM # 1
BID # 20160190
Addendum Date: 10/31/2016
Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

1. Q: Will the City / EOR allow for the utilization of additional base material thickness in lieu of type B stabilization assuming the overall structural coefficient is maintained pursuant to the pavement section design?
A: Yes, the City will allow.

NOTE: The bid opening date has not changed.

Instructions to Bidder:

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

Acknowledged:
Kerns Construction & Property Management, Inc.

Daniel Muschweck

Daniel L. Muschweck, Executive Vice President

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.
Kerns Construction and Property Management, 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.)
2701 Industrial Avenue 2

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Pierce, Florida 34946-8665

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 0 - 0 4 4 9 6 8 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** John J. Shutter | **Date ▶** January 12, 2016

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2016

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

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

PRODUCER
KRETSCHMER INS AGENCY INC
3109 Oleander Ave
Fort Pierce, FL 34982

CONTACT NAME:
PHONE (A/C, No, Ext): (772) 467-6656 FAX (A/C, No): (772) 461-8425
E-MAIL ADDRESS: angie@kretschmerinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: ENDURANCE AMERICAN	
INSURER B: TECHNOLOGY INS CO	
INSURER C: COMMERCE & INDUSTRY INS CO	
INSURER D: ZURICH	
INSURER E:	
INSURER F:	

INSURED
Kerns Construction and Property Management Corp
2701 Industrial Ave 2
Fort Pierce FL 34946
772-343-7824

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			CBC20001451300	5/28/16	5/28/17	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 X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TPP1175870 00	11/5/16	11/5/17	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			BE080744664	9/11/16	9/11/17	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	INLAND MARINE			EC08730089	12/7/15	12/7/16	SCHEDULED EQ - $16,200 RENTED EQ - $200,000	

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 Angie Lee

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CERTIFICATE OF LIABILITY INSURANCE

Date 2/23/2016

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY Commercial General Liability Claims Made Occur General aggregate limit applies per: Policy Project LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY Occur Claims Made Deductible				Each Occurrence	
						Aggregate	
A	**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.		WC 71949	01/01/2016	01/01/2017	X WC Statutory Limits / OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 81-67-368

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Kerns Construction and Property Management Corp.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

ISSUE 02-23-16 (TLD)

Begin Date 12/10/2012

CERTIFICATE HOLDER

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Jack A. Powers

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 * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/12/2016 **EXPIRATION DATE:** 10/12/2018

PERSON: KERNS CHARLES D

FEIN: 300449688

BUSINESS NAME AND ADDRESS:

KERNS CONSTRUCTION AND PROPERTY MGMNT. CORP

1601 SW HARBOUR ISLES CIRCLE

PORT SAINT LUCIE FL 34986

SCOPES OF BUSINESS OR TRADE:

LICENSED GENERAL
CONTRACTOR

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

CITY OF PORT ST. LUCIE 10507
BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER

EXPIRE: 9/30/17

KERNS, CHARLES
KERNS CONSTRUCTION & PROP MGMT CORP
1601 S W HARBOUR ISLES CIR
PORT ST LUCIE, FL 34986

SIGNATURE_____

GENERAL CONTRACTOR

FL#: CGC059365 **PSL * 10931**

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

KERNS, CHARLES DOUGLAS
KERNS CONSTRUCTION AND PROPERTY MGMNT CORP
2701 INDUSTRIAL AVENUE 2
FT. PIERCE FL 34946

business

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

CGC059365 ISSUED: 07/27/2016

CERTIFIED GENERAL CONTRACTOR
KERNS, CHARLES DOUGLAS
KERNS CONSTRUCTION AND PROPERTY MG

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607270001434

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC059365	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

home address

KERNS, CHARLES DOUGLAS
KERNS CONSTRUCTION AND PROPERTY MGMNT CORP
8453 EAST SAND POINT DRIVE
JACKSONVILLE FL 32244

ISSUED: 07/27/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1607270001434

10:49:42 AM 11/15/2016

Licensee Details

Licensee Information

Name:	**KRACUNAS, MICHAEL B (Primary Name)**
	RANGER CONSTRUCTION INDUSTRIES, INC. (DBA Name)
Main Address:	**101 SANSBURY'S WAY** **WEST PALM BEACH Florida 33411**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	**101 SANSBURY'S WAY** **WEST PALM BEACH FL 33411**
County:	**PALM BEACH**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC031554**
Status:	**Current,Active**
Licensure Date:	**11/21/1984**
Expires:	**08/31/2018**

Special Qualifications	**Qualification Effective**
Construction Business	**10/07/2014**

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

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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 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.

10:47:45 AM 11/15/2016

Licensee Details

Licensee Information

Name:	**ROSSO, JOSEPH ANTHONY III** (Primary Name)
	COATS CONCRETE CONSTRUCTION, INC. (DBA Name)
Main Address:	**1302 SOUTH J STREET** **LAKE WORTH Florida 33460**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1522766**
Status:	**Current,Active**
Licensure Date:	**11/19/2014**
Expires:	**08/31/2018**

Special Qualifications	**Qualification Effective**
Construction Business	**11/19/2014**

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

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KERNS CONSTRUCTION

SUBCONTRACTOR LIST

BID 20160190 SW DEL RIO & SW CALIFORNIA BLVD. TURNLANE PROJECT

1	Ranger Construction Inndustries, Inc. 4510 Glades Cut-Off Road, Fort Pierce, FL 34981	Asphalt Paving
2	Coats Concrete Constrction 1302 South J Street, Lake Worth, FL 33460	Concrete Curb & Sidewalk

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160190
PROJECT TITLE: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

State of FLORIDA)

County of SAINT LUCIE)

Daniel L. Muschweck, being first duly sworn, disposes and says that:
(Name/s)

1. They are Exec.Vice President (Title) of Kerns Construction & Property Maangement, Inc. (Name of Company) the Bidder that has submitted the attached bid;

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

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

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

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

(Signed) Daniel Muschweck

(Title) Executive Vice President

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

The foregoing instrument was acknowledged before me this 15th of November 2016
(Date)

by: Daniel L. Muschweck (who is personally known to me) or who has produced

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

Julie J. Guettler / Julie J. Guettler
Notary (print & sign name)

Commission No. October 31, 2016

JULIE J. GUETTLER
MY COMMISSION # FF923607
EXPIRES October 31 2019
(407) 398-0153 FloridaNotaryService.com

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
Kerns Construction & Property Management, Inc.

Signature Daniel Muschweck

Printed Name and Title
Daniel L. Muschweck, Executive Vice President

Date November 15, 2016

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

CHECKLIST
BID # 20160190

PROJECT TITLE: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

Name of Bidder: **Kerns Construction & Property Management, Inc.**

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

- ✓ Bid Reply Sheet #20160190 with proper signatures upload to Demandstar.
- ✓ E-Bid Reply Excel Spreadsheet –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 #20160190.
- ✓ 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; Vendor Code of Ethics. 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

20160190 E-Bid Reply Spreadsheet

Right Turn Lane at SW Del Rio SW California Blvd Construction Project

Company Name: Kerns Construction & Property Management, Inc.

LINE #	ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	101-1A	MOBILIZATION	LS	1	$8,700.00	$ 8,700.00
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1	$500.00	$ 500.00
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	$7,500.00	$ 7,500.00
4	104-18	INLET PROTECTION SYSTEM	EA	2	$500.00	$ 1,000.00
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$5,500.00	$ 5,500.00
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1	$6,500.00	$ 6,500.00
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1	$1,200.00	$ 1,200.00
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1	$5,500.00	$ 5,500.00
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310	$15.00	$ 4,650.00
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252	$26.00	$ 6,552.00
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80	$41.00	$ 3,280.00
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28	$450.00	$ 12,600.00
13	430-982-129	MITERED END SECTION, RCP, 19"x30"	EA	1	$2,500.00	$ 2,500.00
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210	$20.00	$ 4,200.00
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315	$40.00	$ 12,600.00
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55	$112.00	$ 6,160.00
17	527-2	DETECTABLE MAT	SF	16	$25.00	$ 400.00
18	570-1-2	PERFORMANCE TURF, SOD	SY	670	$5.00	$ 3,350.00
19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985	$1.00	$ 985.00
20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210	$2.00	$ 420.00
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60	$4.00	$ 240.00
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5	$144.00	$ 720.00
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820	$1.00	$ 820.00
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50	$2.00	$ 100.00
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40	$4.00	$ 160.00
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1	$800.00	$ 800.00
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1	$400.00	$ 400.00
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1	$800.00	$ 800.00
29		Total				$ 98,137.00

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 20160190

Title:Right Turn Lane at SW DelRio & SW California Blvd. Construction Proj.

Bidder/Respondent: Kerns Construction & Property Management, Inc.
Reference: St. Lucie Public Schools Fax #: _____
Email: bob.massa@stlucieschools.org Telephone #: 772-216-0543
Person to contact: Bob Massa

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for construction projects. Please return response via email (ombsecretary@cityofpsl.com) or fax (772)-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor. Continuing Service Contractor - Concrete & Light Work.
Was the project completed on time and within budget? yes
Was any other areas damaged during the project? no
Did the contractor remove all debris? yes
How many projects has this vendor completed for you within the past 5 years? 36 or more

What problems were encountered (claims)? no

How many change orders were requested by this Vendor? no

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

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

Would you contract with this contractor again? Yes [✓] No [ ] Maybe [ ]
Comments: Great - no problem

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

PMD Std. Form #00000-97
Dated 7/20/2006

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 201600190

Title: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project.

Bidder/Respondent: Kerns Construction & Property Management Inc.
Reference: Indian River County Fax #: _____
Email: jennis@ircgov.com_____ Telephone #: 772-226-1221_____
Person to contact: __James Ennis/Richard Szpyrka_____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for projects. Please return response via email (ombsecretary@cityofpsl.com) or fax (772)-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor. Sidewalks, curbs asphalt pavement. *Grading of Swales, Installation of driveway culverts and concrete sidewalks.* ***87th Street & 91 Ave Sidwalks (FDOT LAP Funded)***

Was the project completed on time and within budget? *It was completed within budget. Time was dependent upon weather.*
Was any other areas damaged during the project? *No.*
Did the contractor remove all debris? *Yes.*
How many projects has this vendor completed for you within the past 5 years? *1*

What problems were encountered (claims)? *No.*

How many change orders were requested by this Vendor? *2*

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

Professionalism	*8*	Final Product	*9*
Qualifications	*7*	Cooperation	*9*
Budget Control	*7*	Reliability	*6*

Would you contract with this contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

PMD Std. Form #00000-97
Dated 7/20/2006

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 20160090

Title: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project.

Bidder/Respondent: Kerns Construction & Property Management Inc.
Reference: St. Lucie County Engineering Fax #: _____
Email: Hauschildc@stlucieco.org_____ Telephone #: 772-462-1717_____
Person to contact: __Craig Hauschild_____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for projects. Please return response via email (ombsecretary@cityofpsl.com) or fax (772)-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor. Sidewalks, curbs asphalt pavement – *Constructed 6 Foot Sidewalk with easements along 50 foot right of way in a well-established area with many constraints.*

Was the project completed on time and within budget? *Yes they were within budget, time was extended because of utility conflicts – however, they worked well with the residents.*
Was any other areas damaged during the project? *They worked well with the residents to repair any damage. One resident had a sprinkler system broken and it was repaired – another had a damaged sidewalk, which they repair also*
Did the contractor remove all debris? *Yes, everything we requested was removed.*
How many projects has this vendor completed for you within the past 5 years? *1 for Engineering, they are currently doing Buck Shelters for Community Development.*

What problems were encountered (claims)? *Just the Sprinkler System and Broken Sidewalk, which they repaired.*

How many change orders were requested by this Vendor? *There were a few.*

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

Professionalism	8-9	Final Product	8-9
Qualifications	8-9	Cooperation	8-9
Budget Control	8-9	Reliability	8-9

Would you contract with this contractor again? Yes [X] No [ ] Maybe [ ]
Comments:
If you want a quality project done right, these are the people. They were great with MOT.

Thank you.

For PMD Use Only

PMD Std. Form #00000-97
Dated 7/20/2006

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Back to Contractor Licensing

Contractor

Online Contractor ID	10507	**Online Contractor Agreement**	No
Registered	No	**Signature On File**	No
Person Type	Contractor		
Group	GENERAL CONTRACTOR	**Type**	GENERAL CONTRACTOR
Business Name	KERNS CONSTRUCTION & PROP MGMT CORP		
Address	2701 INDUSTRIAL AVE 2		
City	FORT PIERCE	**State** FL **Zip**	34946
Phone#	(772) 985-5015		
Email	ckerns@kernsconstruction.net	**Secondary Email**	KERNS02@ATT.NET
Hold	No	**Hold Date**	**Hold By**
Hold Reason			

Qualifying Person

Worker's Compensation

General Liability

Expiration Dates

Notes

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Back to Contractor Licensing

CONTRACTOR

QUALIFYING PERSON

WORKER'S COMPENSATION

GENERAL LIABILITY

EXPIRATION DATES

License Date *7/30/2009*					
Comp Card # *10931*		***Member*** *Yes*	***Expires*** *9/30/2017*		
State #	*CGC059365*		***Expires*** *8/31/2018*		
WC#	*EXEMPT*	*Exempt Yes*	***Expires*** *10/6/2017*	***Cancel*** *No*	***Org Exp Date***
GL#	*SLPGGL0339300*		***Expires*** *5/28/2017*	***Cancel*** *No*	***Org Exp Date***
					Suspend Until

NOTES

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9:05:44 AM 12/28/2016

Data Contained In Search Results Is Current As Of 12/28/2016 08:51 AM.

Search Results

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	KERNS CONSTRUCTION AND PROPERTY MGMNT CORP	DBA	CGC059365 Cert General	Current, Active 08/31/2018
	License Location Address*: 8453 EAST SAND POINT DRIVE JACKSONVILLE, FL 32244 **Main Address*:** 2701 INDUSTRIAL AVENUE 2 FT. PIERCE, FL 34946			
Certified General Contractor	KERNS, CHARLES DOUGLAS	Primary	CGC059365 Cert General	Current, Active 08/31/2018
	License Location Address*: 8453 EAST SAND POINT DRIVE JACKSONVILLE, FL 32244 **Main Address*:** 2701 INDUSTRIAL AVENUE 2 FT. PIERCE, FL 34946			

Back New Search

*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

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

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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 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.

Buzzfile

Kerns Construction and Property Mgmnt. Corp.

Contact Information

Kerns Construction and Property Mgmnt. Corp.
2701 Industrial Avenue 2
Fort Pierce, FL 34946

Contact: Charles D Kerns
Title: President
Phone: 772-985-5015
Website:

There are **2** Companies located at 2701 Industrial Avenue 2, Fort Pierce, FL 34946

Business Description

Kerns Construction and Property Mgmnt. Corp. is located in Fort Pierce, Florida. This organization primarily operates in the Residential Construction, nec business / industry within the Construction - General Contractors & Operative Builders sector. This organization has been operating for approximately 12 years. Kerns Construction and Property Mgmnt. Corp. is estimated to generate $3.5 million in annual revenues, and employs approximately 9 people at this single location.

Sector: Construction - General Contractors & Operative Builders
Category: Residential Construction, nec
Industry: Residential Construction, nec
Nonresidential Construction, nec
SIC Code: 1522, 1542

Map

Google Earth

feet 80
meters 20

Google Earth

feet 100
meters 40

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Thomas Salvador Extension: 370-5821

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications). Contractor shall provide all labor and materials necessary to construct a right turn lane at the eastern intersection of SW California Blvd. and SW Del Rio Blvd. Construction also includes minor milling and resurfacing, curbing, minor drainage improvements, roadway striping, and minor utility adjustments.

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

Date plans received approval by City Building Department N/A
Estimated time frame for completion of project after award 90 days
Replacement: [ ] Yes [X] No Total Project Budgeted Amount: $100,000
If professional services what is the estimated construction cost_____ Any grant funds being used for consultants N/A construction N/A Type of Grant N/A
Liquidated damages amount (for construction only); N/A
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
	304	4105		

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: As part of city-wide congestion management, this intersection has been identified as needing improvements to ease congestion during peak times.

If digging or trenching is required what is the depth? N/A

If work is in water, what is the depth? N/A Is the water navigable? N/A

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

James E. Angstadt
Department Head Approval

8/31/16
Date

8/31/2016

SEALED ELECTRONIC BID (E-BID) DOCUMENTS FOR

CITY OF PORT ST. LUCIE

Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

Sealed Electronic Bid # 20160190
(E-BID)

Prepared by:
Gina Jolly, Buyer
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4055 Fax: 772-871-7337
Email: gjolly@cityofpsl.com

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A – 100% Construction Plans	

INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160190 for the Right Turn Lane at SW Del Rio & SW California Blvd. 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 **November 15, 2016 at 2:00:00 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 Gina Jolly in the City of Port St. Lucie Procurement Management Department, email: gjolly@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **November 8, 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. Jolly 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.

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 - 37
- E-Bid Reply Sheet #20160190, pages 12 - 15 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- A – 100% Construction Plans

Gina Jolly, Buyer

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

E- BID # 20160190
Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project. The Contract period is estimated at ninety (90) calendar days with no renewal option.

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. All work shall be in accordance with the Construction Plans prepared by Culpepper & Terpening Inc. The Construction Plans call for 4" thick concrete sidewalk, however the City is requesting 6" thick concrete sidewalk. Specifications supersede the Construction Plans on the thickness of the concrete sidewalk.

The Contractor must have all the required licenses and certifications necessary to perform this work. The approved License for this work include a State of Florida General Contractor 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 #20160190. **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.** Three (3) 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 – 28 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 #20160190 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, #20160190 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160190 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 #20160190.

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

D. Enter total price on E-Bid Reply Sheet #20160190. 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 #20160190 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 #20160190 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20160190, Non-Collusion Affidavit of Prime Bidder, 5% Bid Bond (to be received within five (5) business days after the opening, Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda

on the E-Bid Reply Sheet #20160190. 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 N/A

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

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

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

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

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

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide

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

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

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

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

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

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

2. SPECIFIC REQUIREMENTS

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

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

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

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

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names –N/A

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.

E-Bid Reply Sheet #20160190

Right Turn Lane at SW Del Rio & SW California Blvd. 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: _____

Total Number of Staff at this present location: _____

Total Number of Staff for your Firm within the Treasure Coast Area:_____

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

Does the firm have a Drug-Free Workplace program? Yes ( ) or No ( )

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

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

5.3 Bid Reply Total from Schedule "A" on Line 29: $_____
(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 #20160190 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 #	DESCRIPTION	UNIT	QUANTITY
1	101-1A	MOBILIZATION	LS	1
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1
3	102-1	MAINTENANCE OF TRAFFIC	LS	1
4	104-18	INLET PROTECTION SYSTEM	EA	2
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28
13	430-982-129	MITERED END SECTION, RCP, 19"x30"	EA	1
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55
17	527-2	DETECTABLE MAT	SF	16
18	570-1-2	PERFORMANCE TURF, SOD	SY	670
19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985

20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1

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.

5.4 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:

_____

_____

_____

5.5 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)

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

_____

_____

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

6. List three (3) Intersection Improvement 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. Do not list the City of Port St. Lucie as a reference.

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?

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. 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.

9. 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.

10. CERTIFICATION

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

_____ _____

Signature Date

11. 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 #20160190

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:

Thomas Salvador, Project Coordinator
City of Port St. Lucie Public Works Department– Road & Bridge Division
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 5187
Email: tsalvador@cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@cityofpsl.com

As used herein the Contractor 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 #20160190, **Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project** including all Attachments, all Addenda, Construction Plans, and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The City of Port St. Lucie (City) requires the services of a licensed contractor to perform all labor and materials necessary to construct a right-turn lane at SW California Blvd. and SW Del Rio Blvd. The right-turn lane will service east-bound traffic on SW California Blvd. The project consists of construction of a right turn lane, curbing, minor milling and resurfacing, minor drainage improvements, roadway striping, and utility adjustments.

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

Weather Days: The City may grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed

Conflicts: if there is a conflict between FDOT Specifications and the City's Specifications, the City's Specification will supersede.

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

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2016 and will terminate ninety (90) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension

with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

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

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

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

Any updated Project Schedule is to be submitted with each Pay Request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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 .5 % per month on the unpaid balance.

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 #20160190 –Right Turn Lane at SW Del Rio & SW California Blvd. 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.

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: _____
Interim City Manager

By:_____
Authorized Representative of (company name)

_____
Print Representative's Name

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160190
PROJECT TITLE: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

State of _____}

County of _____}

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

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

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

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

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

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

(Signed) _____

(Title) _____

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

The foregoing instrument was acknowledged before me this_____
(Date)

by:_____ who is personally known to me or who has produced

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

_____
Notary (print & sign name)

Commission No. _____

"A City for All Ages"

VENDOR CODE OF ETHICS

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

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
    - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
    - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
    - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer

_____

Signature _____

Printed Name and Title

_____

Date _____

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

CHECKLIST
BID # 20160190

PROJECT TITLE: Right Turn Lane at SW Del Rio & SW California Blvd. 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 #20160190 with proper signatures upload to Demandstar.

_____ E-Bid Reply Excel Spreadsheet –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 #20160190.

_____ 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; Vendor Code of Ethics. 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

ADDENDUM # 1
BID # 20160190
Addendum Date: 10/31/2016

Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

1. Q: Will the City / EOR allow for the utilization of additional base material thickness in lieu of type B stabilization assuming the overall structural coefficient is maintained pursuant to the pavement section design?
A: Yes, the City will allow.

NOTE: The bid opening date <u>has not</u> 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.

20160190 Attachment "A"

PLANS PREPARED FOR

CITY OF PORT ST. LUCIE, FLORIDA
PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

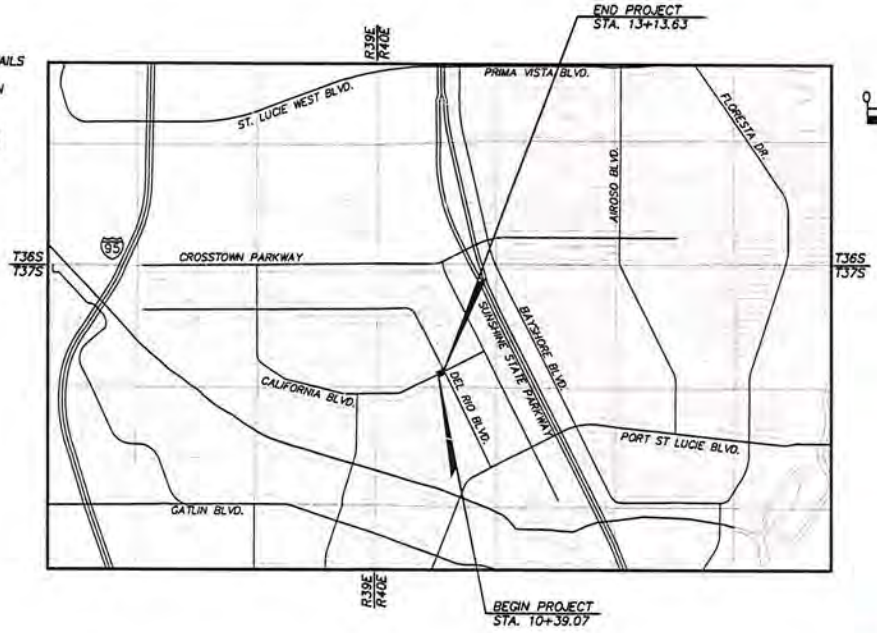
SW CALIFORNIA BOULEVARD & SW DEL RIO BOULEVARD TURN LANE DESIGN

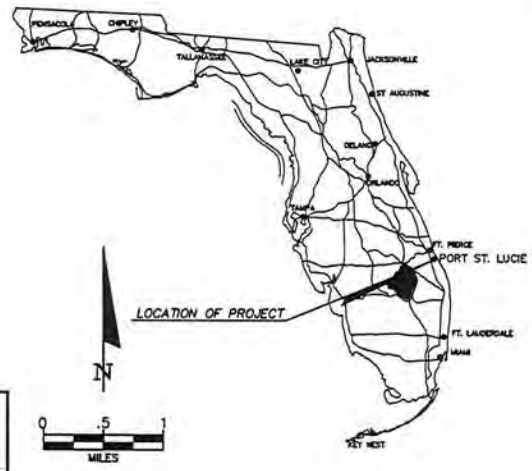
COMPONENTS OF CONTRACT PLANS SET

- TURN LANE CONSTRUCTION PLANS

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	SUMMARY OF PAY ITEMS & TYPICAL DETAILS
4	TYPICAL SECTION
5	CALIFORNIA BOULEVARD TURN LANE PLAN
6-7	CROSS SECTIONS
8-10	EROSION & SEDIMENT CONTROL PLANS
11-12	TRAFFIC CONTROL PLAN GENERAL NOTES
13	SIGNING AND PAVEMENT MARKING PLANS





GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2016, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2016, AS AMENDED BY CONTRACT DOCUMENTS.

For Design Standards Modifications click on "Design Standards" at the following web site: http://www.dot.state.fl.us/rddesign/

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site: http://www.dot.state.fl.us/specificationsoffice/

REVISIONS

CONSTRUCTION SHOP DRAWINGS TO BE SUBMITTED TO:

STEFAN K. MATTHES, PE
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981

PLANS PREPARED BY:

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com

STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

APPROVED FOR CONSTRUCTION
AUGUST 23, 2016

LENGTH OF PROJECT		
	LIN. FT.	MILES
ROADWAY	274.56 LF	0.05
BRIDGES	0 LF	0.00
NET LENGTH OF PROJ.	274.56 LF	0.05
EXCEPTIONS		
GROSS LENGTH OF PROJ.	274.56 LF	0.05

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ROADWAY PLANS
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E.
P.E. NO. : 38723

PROJECT MANAGER: HEATH STOCTON, P.E.

C&T JOB NO.: 16-030

FISCAL YEAR	SHEET NO.
16	1

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GENERAL NOTES

20160190 Attachment "A"

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

2. ALL DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.

3. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.

4. STATIONING AND OFFSETS REFER TO THE BASELINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.

5. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

6. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE CITY SURVEYOR PETE KRAWETZ, WITHOUT DELAY, BY TELEPHONE (772) 871-5280.

7. EXISTING IMPACTED DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE RESTORED TO THE CITY OF PORT ST. LUCIE (CITY OF PSL) STANDARDS AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN THE PLANS. RESIDENTIAL ACCESS MUST BE MAINTAINED AT ALL TIMES. LIMITS OF DRIVEWAY REMOVAL ARE TO BE DETERMINED BY THE CONSTRUCTION ENGINEER AT THE TIME OF CONSTRUCTION.

8. IN REFERENCE TO EXISTING UTILITIES AND UTILITY ADJUSTMENTS:

A. THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" UTILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNER(S) TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS AS REQUIRED.
B. WATER AND SANITARY SEWER UTILITY WORK SHALL BE IN CONFORMANCE WITH ALL CODES, STANDARDS, AND ORDINANCES CURRENTLY ADOPTED BY THE STATE OF FLORIDA D.E.P. AND PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT (PSLUSD).

9. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE)

COMPANY	CONTACT	TEL. NO.
AT&T	KIRK WALKER	(772) 460-4444
COMCAST CABLE	JEAN TEATOR	(772) 692-9010
FLORIDA POWER & LIGHT, CO.	SHERRI ALLORE	(772) 337-7066
PSLUSD	LISA CAMPBELL	(772) 873-6400

(NOTE: IF THERE IS A TRAFFIC MONITORING SITE ON THE PROJECT OR WITHIN ONE MILE OF THE CONSTRUCTION, THE TRANSPORTATION STATISTICS OFFICE IN TALLAHASSEE SHALL BE ADDED TO THE LIST OF UTILITY OWNERS.)

10. WORK HOURS ARE FROM 7:00 AM TO DUSK, MONDAY-FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF PORT ST. LUCIE UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE CITY. THE CONTRACTOR MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR.

11. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH HEATH STOCTON (772) 871-5177.

12. EXISTING LANDSCAPE IMPROVEMENT THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED PER THE DIRECTION OF THE ENGINEER OF RECORD.

13. LANE CLOSURES ALONG CALIFORNIA BOULEVARD OR DEL RIO BOULEVARD SHALL BE COORDINATED WITH ST. LUCIE COUNTY SCHOOL BOARD AND THE CITY OF PORT ST. LUCIE.

14. IN REFERENCE TO THE PROPOSED DRAINAGE STRUCTURES & PIPE:

A. CONCRETE PIPE CULVERT (R.C.P.) SHALL BE CLASS II, WALL B UNLESS OTHERWISE NOTED.
B. ALL STORM STRUCTURE TOPS SHALL BE ADJUSTED AT TIME OF FINAL PAVEMENT OF CURB CONSTRUCTION. FINAL ADJUSTMENT OF ALL TOPS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
C. THE LENGTHS OF PIPE SHOWN HEREON HAVE BEEN DETERMINED BY CALCULATING THE DISTANCE BETWEEN THE "CENTERLINE" OF THE INLETS AND/OR MANHOLES.
D. OFFSETS TO CURB INLETS ARE TO THE "CENTERLINE" OF THE INLETS.

15. ANY KNOWN OR SUSPECT HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECT HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE PROPER REGULATORY AUTHORITY OF THE DISCOVERY. THE PROPER REGULATORY AUTHORITY WILL ADVISE/DIRECT THE PROJECT ENGINEER IN THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF SUSPECTED CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ENGINEER, THE REGULATORY AUTHORITY WILL ADVISE THE PROJECT ENGINEER IN THESE MATTERS.

16. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY OF THE REQUEST TO HEATH STOCTON OF THE CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL PROVIDE HEATH STOCTON WITH A COPY OF THE SAFETY DATA SHEET (SDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE, AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE PROJECT ENGINEER SHALL COORDINATE WITH HEATH STOCTON PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIALS, SUCH PRODUCTS DO NOT REQUIRE AN SDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT

17. EXISTING MAILBOXES SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR REPLACING DAMAGED MAILBOXES WITH LIKE KIND AT NO ADDITIONAL COST. ADJUSTMENT OF EXISTING MAILBOXES DUE TO CONSTRUCTION OF DRIVEWAY APRONS SHALL BE CONSIDERED AS INCIDENTAL TO THE PROJECT AND PAID FOR UNDER 102-1.

18. ALL WORK ASSOCIATED WITH THIS PROJECT IS TO BE PERFORMED WITHIN THE RIGHT-OF-WAY LIMITS AS DEPICTED ON THE PLAN SHEETS.

19. THE CONTRACTOR SHALL RESTORE EXISTING IRRIGATION SYSTEMS ENCOUNTERED AND IN CONFLICT WITH THE PROPOSED CONSTRUCTION ACTIVITIES.

LEGEND

- - - BT - - -	EXIST. BURIED TELEPHONE
- - - OE - - -	EXIST. OVERHEAD ELECTRIC & UTILITIES
- - - LPM - - -	EXIST. LOW PRESSURE MAIN
- - - FM - - -	EXIST. SANITARY FORCE MAIN
- - - SS - - -	EXIST. SANITARY SEWER SERVICE
- - - W - - -	EXIST. WATER MAIN
- - - WS - - -	EXIST. WATER SERVICE

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 16-030
DESIGNED BY SKM 5-20-16 | DRAWN BY DRP 5-20-16
CHECKED BY SKM 8-23-16 | CHECKED BY SKM 8-23-16
ENGINEER OF RECORD STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 S.W. 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-466-3171 • FAX: 772-464-3997 • www.c-t-engineers.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD. TURN LANE DESIGN

GENERAL NOTES

SHEET NO. 2

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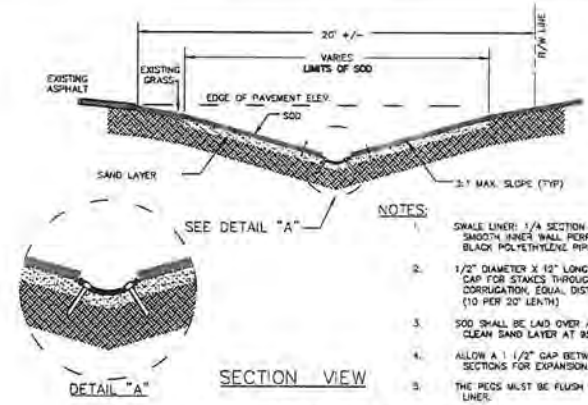
20160190 Attachment "A"

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT	QUANTITY
101-1A	MOBILIZATION	LS	1
101-1B	PRE-CONSTRUCTION VIDEO	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-18	INLET PROTECTION SYSTEM	EA	2
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1
110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1
110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1
120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1
160-4	TYPE B STABILIZATION (12" THICK)	SY	316
285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	292
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1-1/2" AVG. DEPTH	SY	90
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28
430-982-129	MITERED END SECTION, RCP, 19" x 30"	EA	1
514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER	LF	210
520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315
522-1	CONCRETE SIDEWALK , 4" THICK	SY	55
527-2	DETECTABLE MAT	SF	16
570-1-2	PERFORMANCE TURF, SOD	SY	670
711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5
711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	90
711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40
711-17	THERMOPLASTIC, REMOVE EXISTING	LS	1
2000-1	UTILITY ADJUST WATER VALVE	EA	1
2000-2	UTILITY ADJUST BS MANHOLE	EA	1



NOTES:

1. SWALE LINER: 1/4 SECTION OF 12" ID SMOOTH INNER WALL PERFORATED BLACK POLYETHYLENE PIPE.
2. 1/2" DIAMETER X 12" LONG PVC WITH CAP FOR STAKES THROUGH LINER AT CORRUGATION, EQUAL DISTANCE. (10 PER 20' LENTH)
3. SOD SHALL BE LAID OVER A 3" THICK CLEAN SAND LAYER AT 95% DENSITY.
4. ALLOW A 1 1/2" GAP BETWEEN LINER SECTIONS FOR EXPANSION.
5. THE PEGS MUST BE FLUSH WITH THE LINER.

PLASTIC SWALE LINER INSTALLATION DETAILS

PAY ITEM NOTES

102-1 INCLUDES ALL ITEMS FOR MAINTENANCE OF TRAFFIC WHICH ARE NOT INCLUDED FOR PAYMENT UNDER SEPARATE ITEMS. INCLUDES TEMPORARY PAVEMENT MARKINGS & SIGNAGE, AND RAISED PAVEMENT MARKERS.

104-18 IS ESTIMATED FOR PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION AND ARE TO BE USED AT LOCATIONS DESIGNATED ON THE PLANS, OR AS DIRECTED BY THE ENGINEER. INCLUDES FLOATING TURBIDITY BARRIER, SILT FENCE TYPE III.

110-3 INCLUDES REMOVAL AND DISPOSAL OF EXISTING DRAINAGE STRUCTURES & PIPES; CULVERTS; CURBS; CURB AND GUTTER; SIDEWALKS; ASPHALT; BASE; CONCRETE; F.D.P.'S; TEMPORARY CONSTRUCTION DETOURS; AND ANY OTHER ITEMS TO BE REMOVED THAT ARE NOT SPECIFICALLY COVERED UNDER ANOTHER SEPARATE PAY ITEM. INCLUDES ALL SAW-CUTTING. INCLUDES TREE TRIMMING. EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF CONSTRUCTION SHALL REMAIN, UNLESS OTHERWISE NOTED.

120-1 INCLUDES ALL EARTHWORK EMBANKMENT FOR ROADWAY, DRIVEWAY, CULVERT STRUCTURE, & INCLUDES FINAL GRADING SHAPING AS NECESSARY FOR FINAL RESTORATION.

514-72 SHALL INCLUDE ALL ITEMS SHOWN ON SHEET 4 DETAIL INCLUDING SAND LAYER.

2000-1, 2000-2 SHALL COMPENSATE THE CONTRACTOR FOR ALL COORDINATION WITH EXISTING UTILITY PROVIDER THROUGHOUT THE DURATION OF THE CONSTRUCTION CONTRACT.

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 16-030

DESIGNED BY	DRAWN BY
SKM 5-20-16	DRP 5-20-16
CHECKED BY	CHECKED BY
SKM 8-23-16	SKM 8-23-16

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2868 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PH: 772-464-3537 • FAX 772-464-9897 • www.ct-engineers.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4798

PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD. TURN LANE DESIGN

SUMMARY OF PAY ITEMS & TYPICAL DETAILS

SHEET NO. 3

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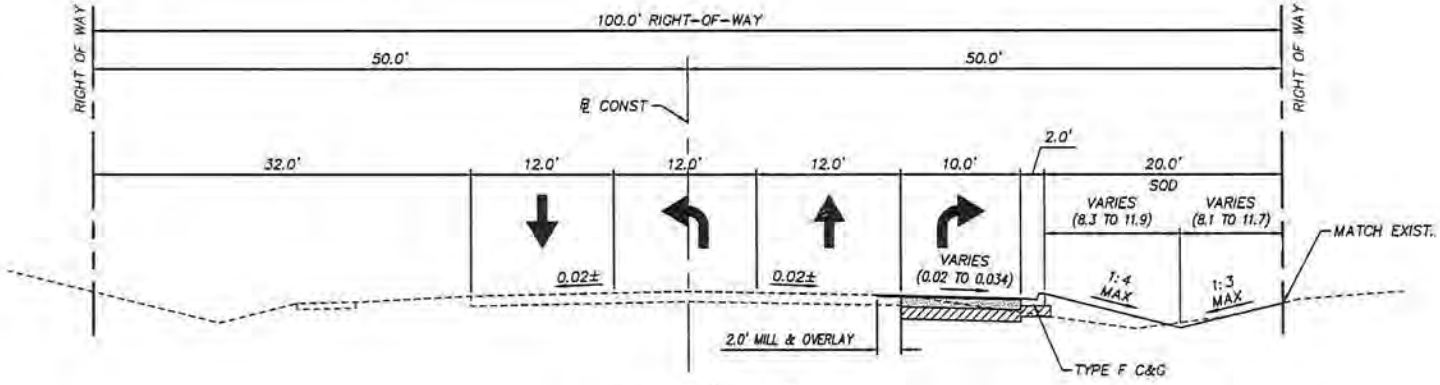
20160190 Attachment "A"

MILL & OVERLAY

TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC B) (1.5")
MILL EXISTING PAVEMENT (1.5" AVG.)

NEW CONSTRUCTION

OPTIONAL BASE GROUP 9 WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC B) (1.5")
12" TYPE "B" STABILIZATION



TYPICAL SECTION ①
SW CALIFORNIA BOULEVARD
STA. 10+39.07 TO 13+13.63
DESIGN SPEED = 45 MPH

NOTES:

1. SEE PLAN SHEETS AND/OR CROSS SECTION SHEETS FOR DIMENSIONS, ELEVATIONS AND SLOPES INDICATED AS "VARIES."
2. ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY SHALL BE SODDED USING COMMON BAHIA SOD EXCEPT WHEN MATCHING EXISTING.

TRAFFIC DATA (SW CALIFORNIA BOULEVARD)

CURRENT YEAR	= 2016 AADT = 11,000
ESTIMATED OPENING YEAR	= 2017 AADT = 11,055
ESTIMATED DESIGN YEAR	= 2027 AADT = N/A
DESIGN SPEED = 45 MPH	

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 16-030
DESIGNED BY SKW 5-20-16 | DRAWN BY DRP 5-20-16
CHECKED BY SKW 8-23-16 | CHECKED BY SKW 8-23-16
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2866 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3131 • FAX: 772-464-3497 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4786

PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

TYPICAL SECTION

SHEET NO. 4

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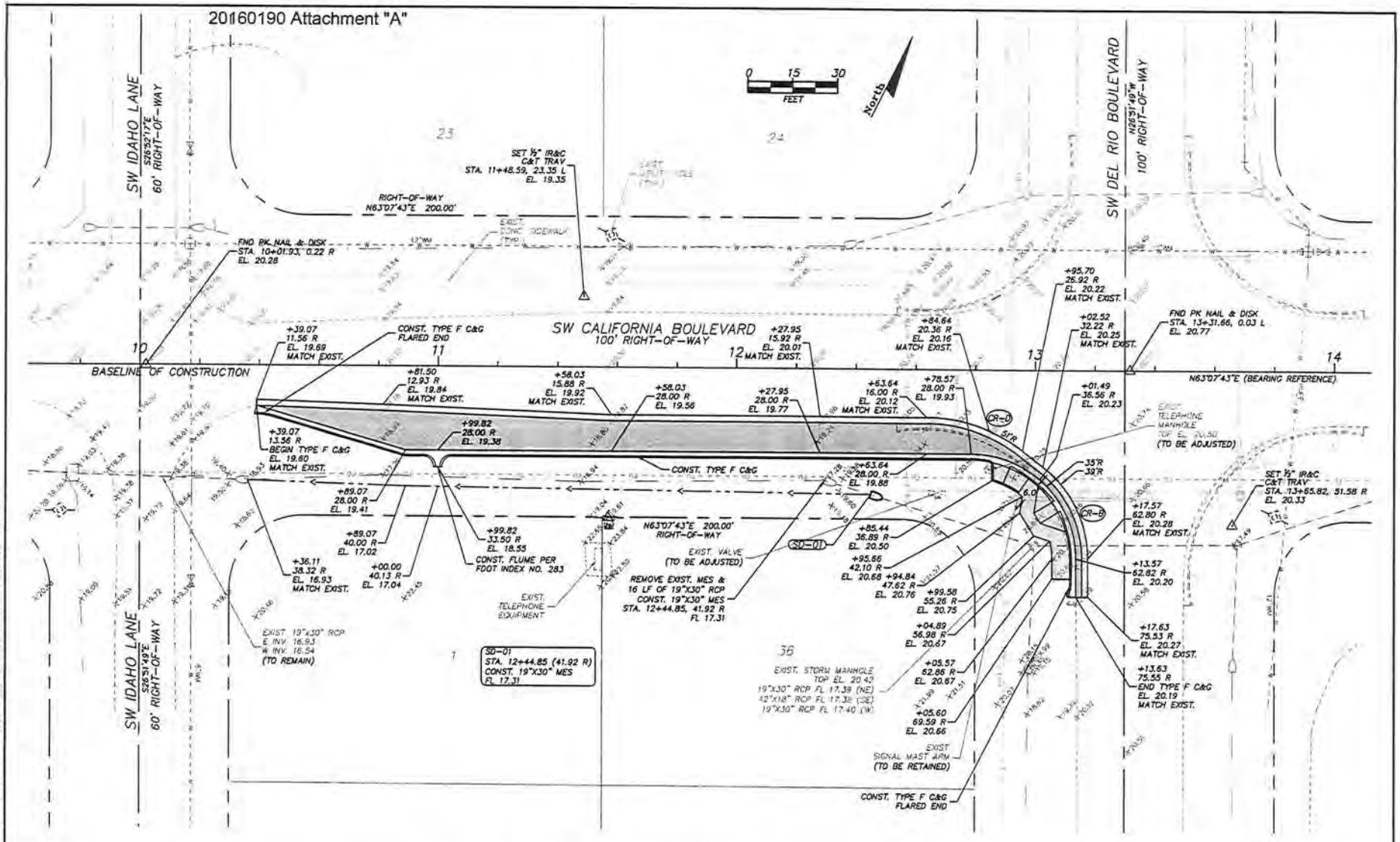

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 16-030

DESIGNED BY	DRAWN BY
SKM 5-20-16	DRP 5-20-16
CHECKED BY	CHECKED BY
SKM 8-23-16	SKM 8-23-16

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

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STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4356

PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

CALIFORNIA BOULEVARD
TURN LANE PLAN

SHEET NO.
5

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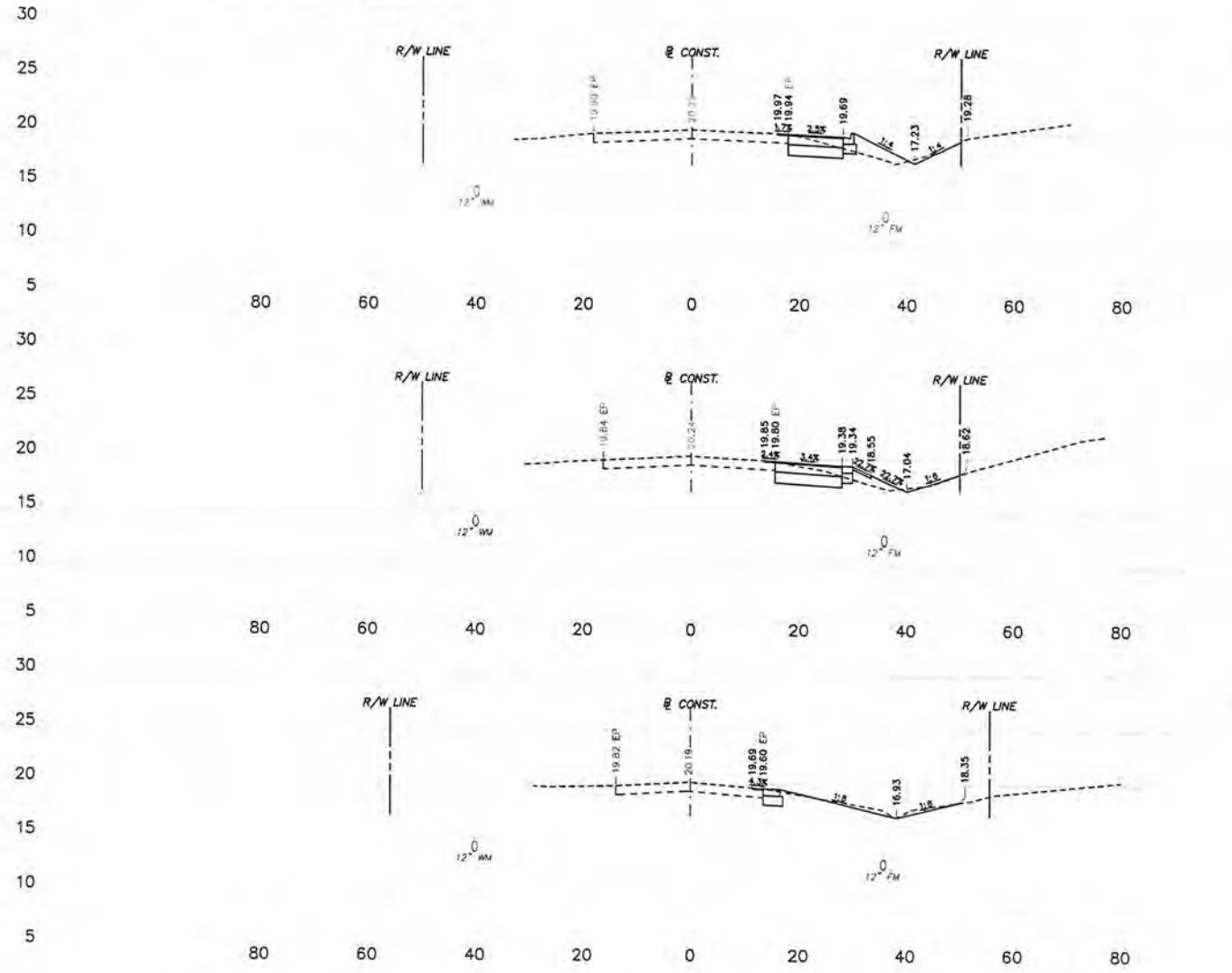

	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
12+00.0			16.98	69.84	10.28	30.65
11+00.0			20.74	35.89	6.27	7.76
10+39.1			11.07		0.61	

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

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ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

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PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

CALIFORNIA BOULEVARD
TURN LANE CROSS SECTIONS

SHEET NO.
6

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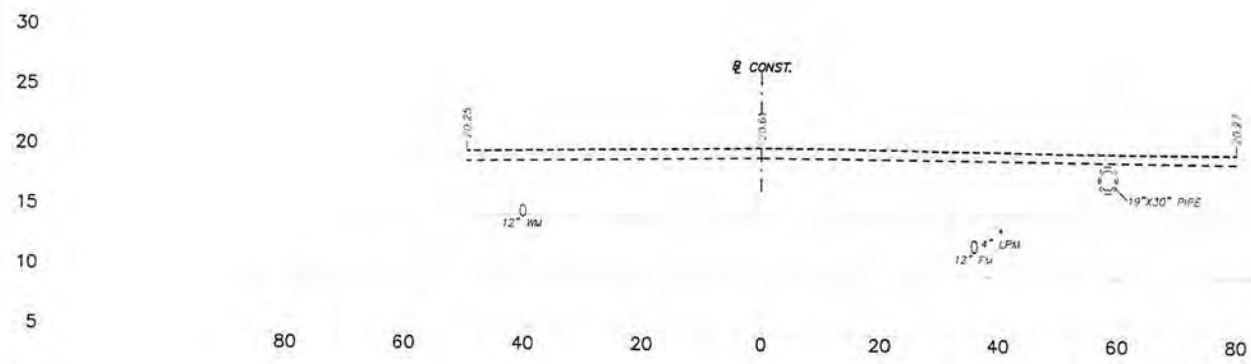

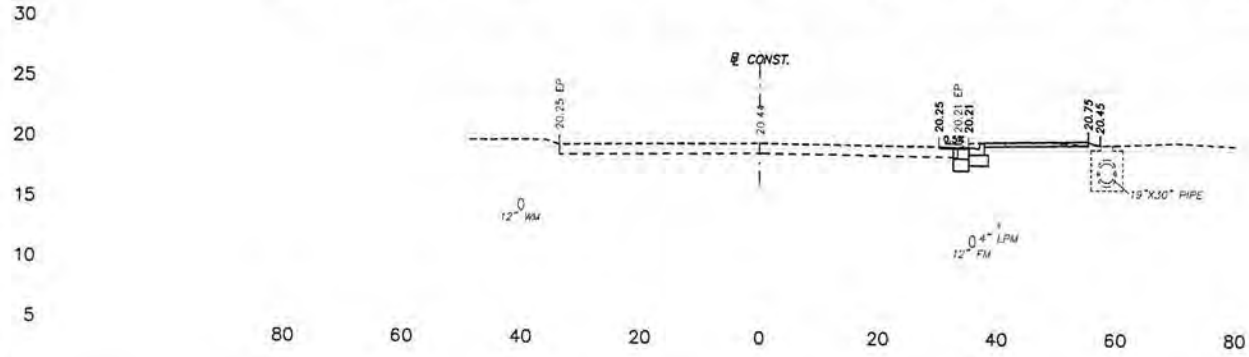

	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
13+17.6			0.00		0.00	
				5.15		0.03
13+00.0			15.78		0.09	
				60.66		19.21

TOTAL REGULAR EXC. 171.54 CY

TOTAL EMBK. 57.65 CY

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

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FL. REG. NO. 38723

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PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

CALIFORNIA BOULEVARD
TURN LANE CROSS SECTIONS

SHEET NO. 7

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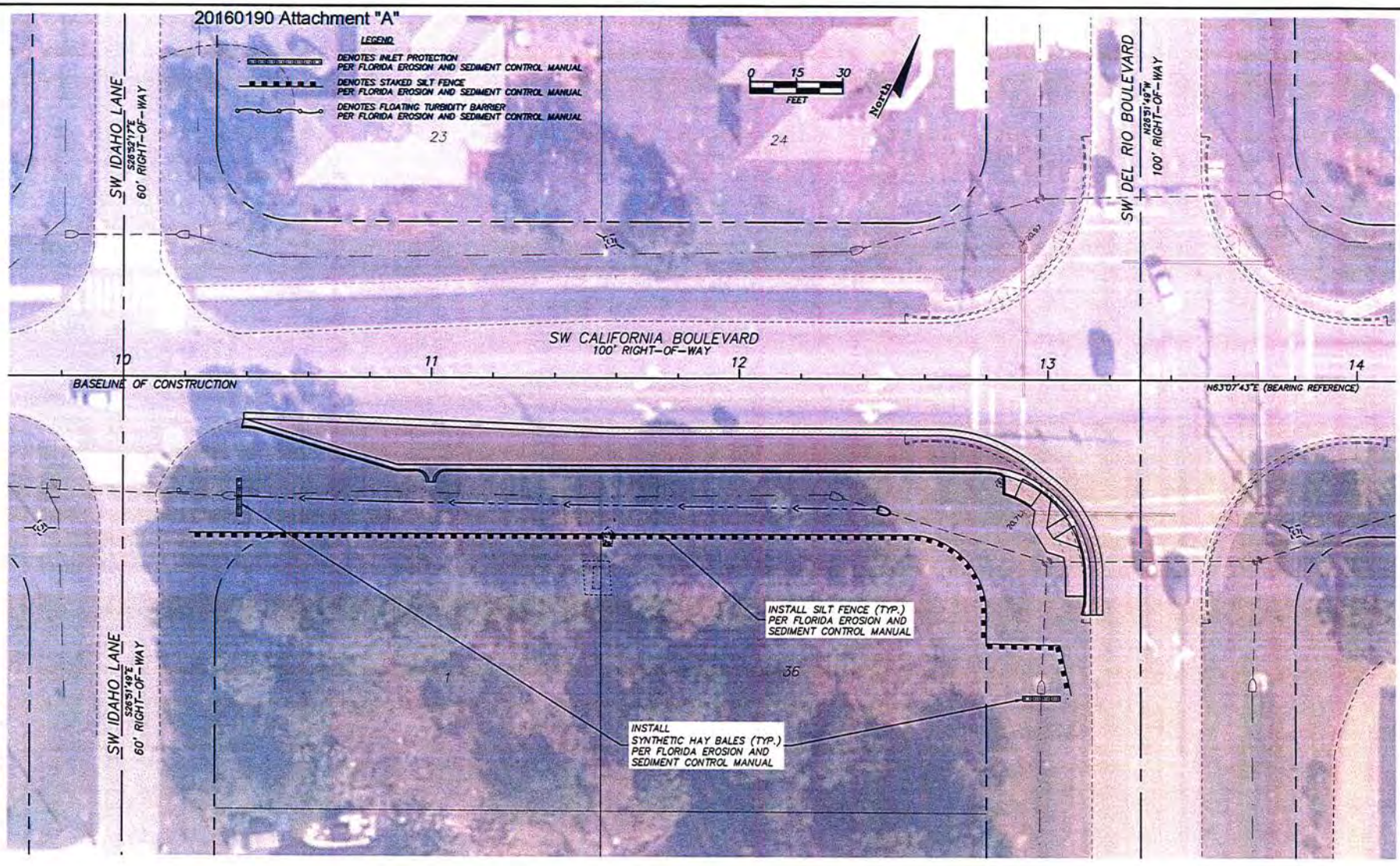

STEFAN K. MATTHES, P.E.
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PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

EROSION & SEDIMENT CONTROL PLAN

SHEET NO.
8

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THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE CONSTRUCTION OF A TURN LANE AND INTERSECTION IMPROVEMENTS AT SW CALIFORNIA BOULEVARD AND SW DEL RIO BOULEVARD.

THE PROJECT ALSO INVOLVES MINOR DRAINAGE IMPROVEMENTS.

THE LIMITS OF THE PROJECT INCLUDE:

CALIFORNIA BOULEVARD FROM IDAHO LANE TO DEL RIO BOULEVARD.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW. UNLESS THE CONTRACTOR PROPOSES A DIFFERENCE SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

SILT FENCE AND FLOATING TURBIDITY BARRIER IS TO BE PLACED ONLY WITHIN THE RIGHT-OF-WAY. SILT FENCE PLACEMENT, STAKING AND TRENCHING SHALL BE COORDINATED TO MINIMIZE IMPACT TO NATIVE VEGETATION AND TREES TO REMAIN. CONTRACTOR TO PROVIDE SERVICE OF CERTIFIED ARBORIST IN AREAS WHERE POTENTIAL DAMAGE TO ROOT SYSTEMS OF MATURE TREES MAY OCCUR.

1. CLEARING AND GRUBBING, EARTHWORK AND EXCAVATION OF OPEN SWALES. REMOVE EXISTING UNWANTED SOILS, CONCRETE AND STORM DRAIN FACILITIES AND PROPERLY DISPOSE THE MATERIALS.
2. INSTALLATION OF STORM DRAIN FACILITIES AS CALLED FOR IN THE PLANS.
3. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF THE SIDEWALK.
4. STABILIZE AND SOD THE UNPAVED PROJECT AREA AS CALLED FOR IN THE PLANS

1.C. AREA ESTIMATED

TOTAL SITE AREA: 0.31 ± AC
TOTAL AREA TO BE DISTURBED: 0.25 ± AC

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:
BEFORE: 0.3
DURING: VARIES FROM 0.3 TO 0.7
AFTER: 0.4

OUTFALL INFORMATION:

ALL DRAINAGE PATTERNS ARE TO BE MAINTAINED. ALL DRAINAGE WILL FLOW VIA CULVERTS AND OPEN SWALES TO EXISTING CITY OF PORT ST. LUCIE DRAINAGE RIGHT-OF-WAY.

SURFACE WATERS: N/A

DISCHARGE POINTS TO SURFACE WATERS:

THE DISCHARGE POINT TO THE CITY OF PORT ST. LUCIE DRAINAGE RIGHT-OF-WAY ARE VIA EXISTING CROSS PIPES.

1.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

– APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTIONS SHEETS AND THE PLAN SHEETS.

– AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS, AND THE CROSS SECTION SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARES SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

– AREAS NOT TO BE DISTURBED: THE AREAS TO NOT TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS, AND THE CROSS SECTION SHEETS.

– LOCATION OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL PLAN SHEETS.

– LOCATION OF PERMANENT CONTROLS: NOT APPLICABLE

– AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS AND THE PLAN SHEETS.

1.F. RECEIVING WATERS:

SEE ITEM 1.D. FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINE IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS. THE CONTRACTOR MAY CHOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITY, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT MILLED MATERIAL FROM ENTERING THE DRAINAGE SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING INLETS CLEAR OF PAVING MATERIAL, SILT, LIME-ROCK, AND DEBRIS DURING THE CONSTRUCTION AT NO ADDITIONAL COST.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CLOSED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY ENGINEER.

TEMPORARY:

–ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATIONS SECTION 104.

– TURF AND SOD IN ACCORDANCE WITH SPECIFICATIONS SECTION 104.

PERMANENT:

–ASPHALT OR CONCRETE SURFACE.

–PERFORMANCE TURF IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED ARES OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

– SEDIMENT BARRIERS IN ACCORDANCE WITH FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

– INLET PROTECTION IN ACCORDANCE WITH FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

PERMANENT:

– SOD.

2.B STORMWATER MANAGEMENT:

RUNOFF WILL BE DIRECTED TO THE PROPOSED OPEN SWALE AND CLOSED CONDUIT STORM DRAINAGE SYSTEM. THE STORMWATER WILL FLOW THOUGH THE INFRASTRUCTURE AND DISCHARGE INTO THE VARIOUS OUTFALLS AS DESCRIBED IN SECTION 1.D.

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

– PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

– DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

– DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

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PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

EROSION & SEDIMENT CONTROL PLAN

SHEET NO.
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2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENT AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY ENGINEER.

- COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

- REMOVING EXCESS DIRT FROM ROADS DAILY.

- STABILIZED CONSTRUCTION ENTRANCES ACCORDING TO FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

- USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATION FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THE ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

-THE PROJECT IS CURRENTLY UNDER REVIEW.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

- SILT FENCE: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS OR AS NECESSARY.

- SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEASE ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

- POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

- DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

- AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

- STRUCTURAL CONTROLS.

- STORMWATER MANAGEMENT SYSTEMS.

- LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZED EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE CITY OF PORT ST. LUCIE WATER QUALITY DIVISION, DALE MAJEWSKI (772)871-5177.

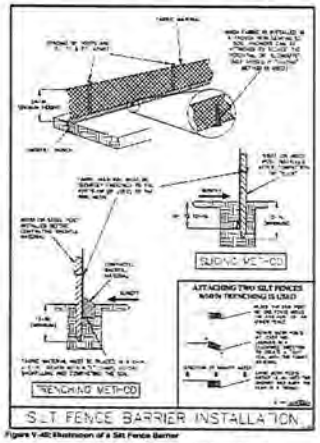

Figure V-42: Illustration of a Silt Fence Barrier

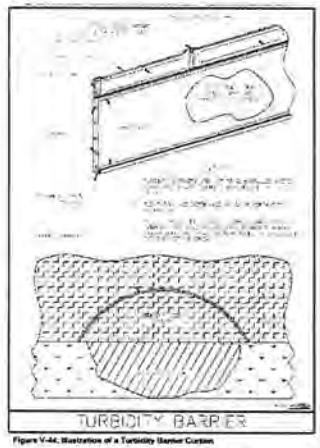

Figure V-44: Illustration of a Turbidity Barrier Curtain

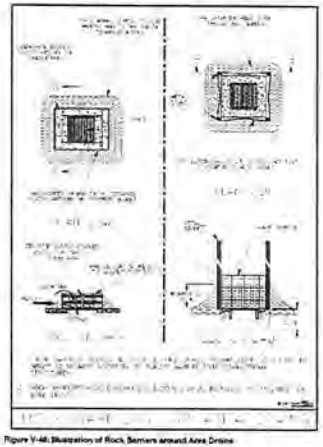

Figure V-46: Illustration of Rock Barriers around Area Drains

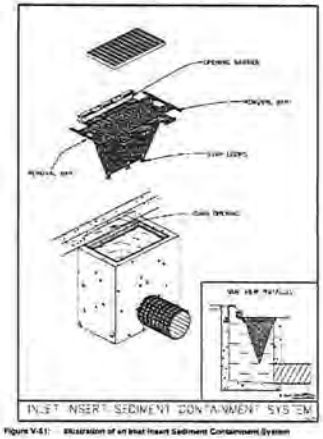

Figure V-51: Illustration of an Inlet Insert Sediment Containment System

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EROSION & SEDIMENT CONTROL PLAN

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10

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20160190 Attachment "A"

TRAFFIC CONTROL PLAN – GENERAL NOTES

1. ALL EXISTING PAVEMENT MARKINGS AND REFLECTIVE PAVEMENT MARKERS WHICH ARE DISTURBED OR REMOVED DUE TO TEMPORARY DETOURS AND/OR CONSTRUCTION OPERATIONS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT DESIGN STANDARDS, INDEX NO. 17346 AND 17352 AT NO ADDITIONAL COST TO THE CONTRACT.

2. WRITTEN NOTIFICATION TO CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT OF PROPOSED LANE CLOSURE OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 30 WORKING DAYS IN ADVANCE OF CLOSURE OR DETOUR. TWO WEEKS BEFORE LANE CLOSURES. THE CONTRACTOR SHALL THEN CONTACT:

CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
PHONE: (772) 871-5177

LANE CLOSING SHALL BE COORDINATED WITH SPECIAL EVENTS AND HOLIDAYS WHICH WOULD IMPACT TRAFFIC FLOW. ARROW PANELS SHALL BE PROVIDED BY THE CONTRACTOR AS REQUIRED AT NO ADDITIONAL COST FOR LANE CLOSURE.

3. THE PROVISIONS FOR TRAFFIC DISRUPTIONS WHICH ARE NOT ANTICIPATED IN THE TRAFFIC CONTROL PLAN, BUT WHICH ARE NECESSARY TO CONSTRUCT THE PROJECT, SHALL BE SUBMITTED IN WRITING TO THE ENGINEER AND APPROVAL SHALL BE OBTAINED 30 DAYS PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIALS SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA REQUIRED BY THE ENGINEER.

4. TRAFFIC CONDITIONS, ACCIDENTS AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE CITY OF PORT ST. LUCIE TRAFFIC OPERATIONS ENGINEER TO MODIFY CHANNELIZATIONS. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE TRAFFIC OPERATIONS ENGINEER WITHOUT DELAY.

5. THE CONTRACTOR SHALL COORDINATE ALL TEMPORARY DRIVEWAYS AND SIDE STREET CLOSURES WITH BUSINESS AND PROPERTY OWNERS. ACCESS TO ADJACENT BUSINESSES AND PROPERTY SHALL BE MAINTAINED AT ALL TIMES. TEMPORARY DRIVEWAY CONNECTIONS MAY BE CONSTRUCTED USING RAP (RECYCLED ASPHALT PAVEMENT) MATERIAL.

6. THE LENGTH OF OPEN TRENCH SHALL NOT EXCEED 450 FEET. ALL TRENCHES SHALL BE BACKFILLED COMPLETELY TO PROVIDE SAFE CROSSING AT PROPERTY ACCESS POINTS BY THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE.

7. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION AT ALL TIMES BY USING EXISTING, PROPOSED AND TEMPORARY DRAINAGE SYSTEMS. THE COST OF FLUSHING, INSTALLING AND REMOVAL OF THE TEMPORARY DRAINAGE SYSTEMS SHALL BE INCLUDED IN PAY ITEM NO. 102-1, MAINTENANCE OF TRAFFIC.

8. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING UTILITY SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. REFER TO THE GENERAL NOTES ON THE SUMMARY OF PAY ITEMS FOR THE APPROPRIATE UTILITY CONTACT INFORMATION.

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 16-030

DESIGNED BY	DRAWN BY
SKW 5-20-16	DRP 5-20-16
CHECKED BY	CHECKED BY
SKW 8-23-16	SKW 8-23-16

ENGINEER OF RECORD
STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-466-3117 • FAX: 772-464-0617 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4786

PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

TRAFFIC CONTROL PLAN
GENERAL NOTES

SHEET NO.
11

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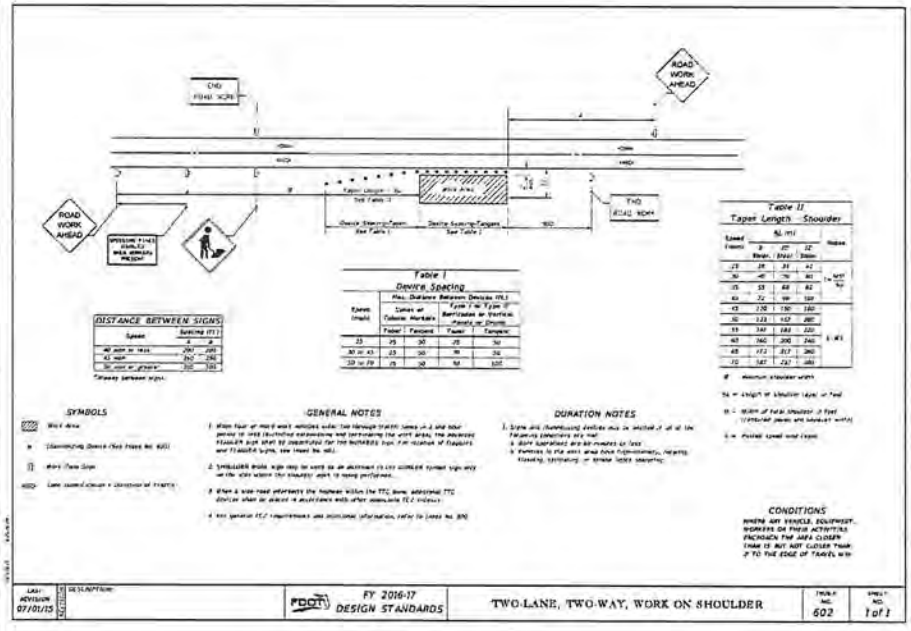
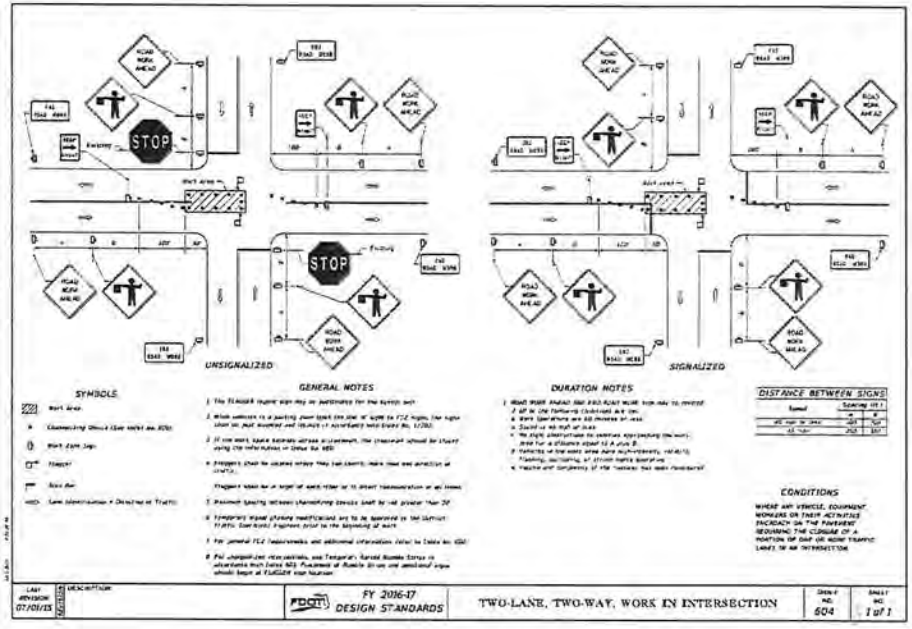
20160190 Attachment "A"





STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 16-030

DESIGNED BY	DRAWN BY
SKM 5-20-16	DRP 5-20-16
CHECKED BY	CHECKED BY
SKM 8-23-16	SKM 8-23-16

ENGINEER OF RECORD
STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2900 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-1537 • FAX 772-464-5497 • www.cs-engineers
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4786

PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

TRAFFIC CONTROL PLAN
GENERAL NOTES

SHEET NO.
12

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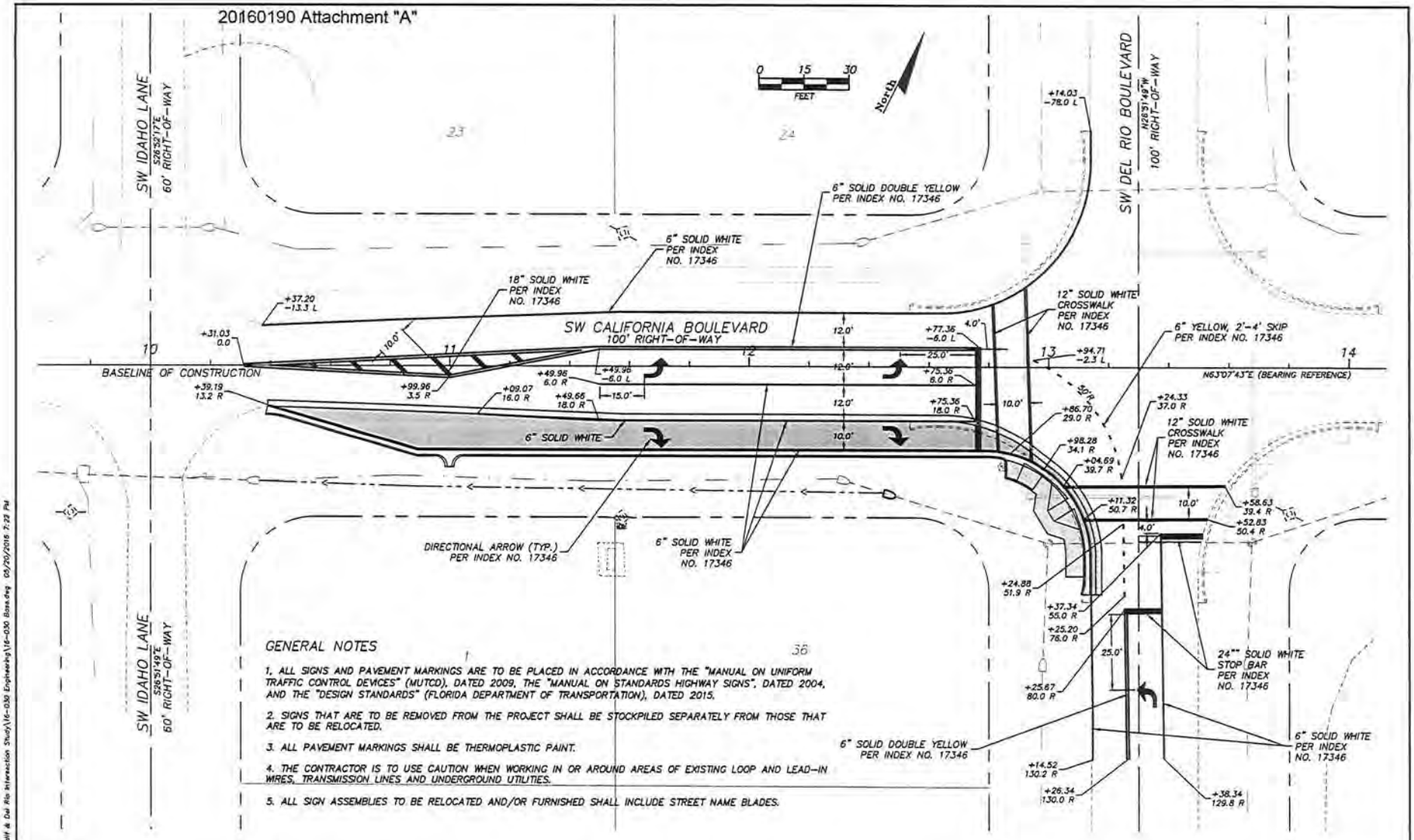
20160190 Attachment "A"



GENERAL NOTES

1. ALL SIGNS AND PAVEMENT MARKINGS ARE TO BE PLACED IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), DATED 2009, THE "MANUAL ON STANDARDS HIGHWAY SIGNS", DATED 2004, AND THE "DESIGN STANDARDS" (FLORIDA DEPARTMENT OF TRANSPORTATION), DATED 2015.
2. SIGNS THAT ARE TO BE REMOVED FROM THE PROJECT SHALL BE STOCKPILED SEPARATELY FROM THOSE THAT ARE TO BE RELOCATED.
3. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC PAINT.
4. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF EXISTING LOOP AND LEAD-IN WIRES, TRANSMISSION LINES AND UNDERGROUND UTILITIES.
5. ALL SIGN ASSEMBLIES TO BE RELOCATED AND/OR FURNISHED SHALL INCLUDE STREET NAME BLADES.

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 16-030

DESIGNED BY	DRAWN BY
SKM 5-20-16	DRP 5-20-16
CHECKED BY	CHECKED BY
SKM 8-23-16	SKM 8-23-16

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-3497 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4386

PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT

PROJECT NAME
SW CALIFORNIA BLVD. & SW DEL RIO BLVD.
TURN LANE DESIGN

SIGNING AND PAVEMENT MARKING PLAN

SHEET NO.
13

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NOTICE # 1
BID # 20160190
12/23/16
Bid Name: Right Turn Lane at Del Rio & California Boulevard

20160190 Right Turn Lane at Del Rio & California Boulevard will not be going to the City Council Meeting on January 9, 2017.

It is re-scheduled for the City Council Meeting on January 23, 2017.

E-Bid Opening
E-Bid 20160190
Right Turn Lane at SW Del Rio & SW California Blvd Construction Project
November 15, 2016 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.	Heath Stocton HS	City of Port St Lucie Public Works	HStocton@cityofpsl.com	T
				F
3.	Thomas Salvador	City of PSL PW	tsalvador@cityofpsl.com	T 370-5525
				F
4.	Bill Tillberg	Kerns Construction	TRack@kernsconstruction.net	T 772 985 1092
				F
5.	Jenn. Gr MCTEAGUE	MCTEAGUE Construction	Jenn.Gr@MCTEAGUE construction.com	T 772.286 6100
				F 772 286 7130
6.				T
				F
7.				T
				F

"A City for All Ages"

Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

November 15th, 2016 – 2:00 P.M.

City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

ONE CALL property services, inc.

Brent Martin, VP of Construction
7804 SW Ellipse Way, Stuart, FL 34997
TEL: (772) 324-1146
Brent@OneCallProp.com

E-Bid Reply Sheet #20160190

Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

1. **COMPANY NAME**: One Call Property Services, Inc.

DIVISION OF: Construction

PHYSICAL ADDRESS: 7804 SW Ellipse Way, Stuart FL 34997

MAILING ADDRESS: same as above

CITY, STATE, ZIP CODE: Stuart, FL 34997

TELEPHONE NUMBER: ( ) 772-223-8400 FAX NO. ( ) 772-409-8620

CONTACT PERSON: Brent Martin E-MAIL: Brent@onecallprop.com

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

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

Robert Ambrosius
President
Brent Martin
Vice President
Tammy Ambrosius
Treasurer

How long in present business: 11 How long at present location: 11

Total Number of Staff at this present location: 28

Total Number of Staff for your Firm within the Treasure Coast Area: 28

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

Does the firm have a Drug-Free Workplace program? Yes (X) or No ( )

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

Addendum Number	Date Issued	Addendum Number	Date Issued
1	10/31/16		

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

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: 0 %

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

5.3 Bid Reply Total from Schedule "A" on Line 29: $ 92,712.00
(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 #20160190 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 #	DESCRIPTION	UNIT	QUANTITY
1	101-1A	MOBILIZATION	LS	1
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1
3	102-1	MAINTENANCE OF TRAFFIC	LS	1
4	104-18	INLET PROTECTION SYSTEM	EA	2
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28
13	430-982-129	MITERED END SECTION, RCP, 19"x30"	EA	1
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55
17	527-2	DETECTABLE MAT	SF	16
18	570-1-2	PERFORMANCE TURF, SOD	SY	670
19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985

20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1

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.

5.4 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:

_____

_____

_____

5.5 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)

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

None

_____

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

6. List three (3) Intersection Improvement 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. Do not list the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Exit 131- Orange Avenue

Description & year completed: Culvert instllation and road repair, 2016

Location: 8400 Orange Avenue, Ft. Pierce FL 34945

Client Name, Phone Number & Email: Jose Alanis, 772-216-0413

Value of Total Contract: $48,000

Firm's Percentage of Total Contract: 100%

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: Town of Jupiter_Toney Penna

Description & year completed: Drainage Swale Improvements, 2016

Location: Toney Penna Drive

Client Name, Phone Number & Email: Scott Isberner, (561) 741-2281, scotti@jupiter.fl.us

Value of Total Contract: $225,000

Firm's Percentage of Total Contract: 100%

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: Town of Jupiter_ Mohican

Description & year completed: Intersection Improvements, Removal of Asphalt, Embankment, Concrete Curb

Location: Town of Jupiter

Client Name, Phone Number & Email: **Scott Isberner, (561) 741-2281, scotti@jupiter.fl.us**

Value of Total Contract: **$21,000**

Firm's Percentage of Total Contract: 100%

Number of Change Orders: n/a

Value of Change Orders: n/a

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.**

Lomen Jock Trucking - Asphalt

8. **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.

9. **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.

10. **CERTIFICATION**

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

Signature 11/16/16
Date

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

Signature VP of Construction
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.

DRUG-FREE WORKPLACE FORM

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

One Call Property 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

11/15/16

Date

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
One Call Property Services, Inc.
7804 SW Ellipse Way
Stuart FL 34997

SURETY:
(Name, legal status and principal place of business)
American Southern Insurance Company
P.O. Box 723030
Atlanta GA 31139
Mailing Address for Notices

Same as above

OWNER:
(Name, legal status and address)
City of Port St. Lucie
Port St. Lucie, FL

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)
Right turn lane at SW Del Rio & SW California Blvd Construction Imp.

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 15th day of November, 2016.

(Witness)

(Witness) Gicelle Pajon

One Call Property Services, Inc.
(Principal) *(Seal)*

By:
(Title)

American Southern Insurance Company
(Surety) *(Seal)*

By:
(Title) Charles J. Nielson , Attorney-in-Fact

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street, Topeka, Kansas 66611 — Mailing Address: 3715 Northside Pkwy, NW, STE 4-800, Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 1st day of April, 2016.

Attest: Gail A. Lee

Gail A. Lee, Secretary

American Southern Insurance Company

By: Scott G. Thompson, President

STATE OF GEORGIA (CORPORATE SEAL)

On this 1st day of April, 2016, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Candace T. Cheatham

Candace T. Cheatham, Notary Public, State of Georgia
My Commission Expires December 7, 2017

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 15th day of November, 2016

(NOTARY SEAL)

CANDACE T. CHEATHAM
MY COMMISSION
NOTARY PUBLIC
EXPIRES 12-07-2017
DEKALB COUNTY, GEORGIA

Jerry A. Underwood

Jerry A. Underwood
Vice President – Surety

POA NUMBER: 86030

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.
One Call Property 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.)
7804 SW Ellipse Way

Requester's name and address (optional)

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

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
2 0 – 3 5 6 6 2 6 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 ▶ Tammy Anderson Date ▶ 8-6-15

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor[*]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Client#: 1096478 ONECAL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/05/2016

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
500 Columbia Drive, Ste 102
West Palm Beach, FL 33409-2718
561 693-0500

CONTACT NAME: Cathy Donnelly
PHONE (A/C, No, Ext): 561-693-0478 FAX (A/C, No):
E-MAIL ADDRESS: cathy.donnelly@usi.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Co.	39993
INSURER B : Federal Insurance Company	20281
INSURER C : Old Dominion Ins Co.	40231
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
One Call Property Services Inc.
7804 SW Ellipse Way
Stuart, FL 34997

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		PACER304912	04/01/2016	04/01/2017	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY			B1T2916W	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/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	Pollution	X		PACER304912	04/01/2016	04/01/2017	$1,000,000	
A	Professional	X		PACER304912	04/01/2016	04/01/2017	$1,000,000	
B	Equipment			45468672	07/09/2015	07/09/2016	$140,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Automatic additional insured on General liability, pollution and professional when required by contract.
Project Number: 20140167, Certificate Holder is included as additional insured as respects to the named insureds operations.

CERTIFICATE HOLDER
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint 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
Gary Morris

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CERTIFICATE OF LIABILITY INSURANCE

Date 2/10/2016

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY Commercial General Liability Claims Made Occur General aggregate limit applies per: Policy Project LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY Occur Claims Made Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	X WC Statutory Limits / OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 91-67-164

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

One Call Property Services, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

ISSUE 06-12-14 (EP)/ REISSUE 02-10-16 (TLD)

Begin Date 3/23/2013

CERTIFICATE HOLDER	CANCELLATION
CITY OF PORT ST. LUCIE 121 SW PORT ST. LUCIE BLVD. PORT ST. LUCIE, FL 34984	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. John A. Powers

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

AMBROSIUS, ROBERT C
ONE CALL PROPERTY SERVICES INC
7804 SW ELLIPSE WAY
STUART FL 34997

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1519002 ISSUED: 07/27/2016

CERTIFIED GENERAL CONTRACTOR
AMBROSIUS, ROBERT C
ONE CALL PROPERTY SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607270001332

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CGC1519002

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

AMBROSIUS, ROBERT C
ONE CALL PROPERTY SERVICES INC
991 STINSON WAY
SUITE #408
WEST PALM BEACH FL 33411

ISSUED: 07/27/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1607270001332

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2007-513-1425 Cert CGC1519002
Phone (772)223-8400 Sic No 235215
Location 7804 SW ELLIPSE WAY STU

Prev Yr	$.00	Lic Fee	$26.25
	$.00	Penalty	$.00
	$.00	Coll-Fee	$.00
	$.00	Transfer	$.00

TOTAL $26.25

AMBROSIUS, ROBERT (QUALIFIER)
ONE CALL PROPERTY SERVICES, INC.
7804 SW ELLIPSE WAY
STUART, FL 34997

Has satisified requirements to engage in the business, profession or occupation of GENERAL CONTRACTOR CERTIFIED at location listed for the period beginning on the 29 Day of SEPTEMBER AND ENDING SEPTEMBER 30 2017

91 2015 6644.0001 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.

State of Florida
Department of State

I certify from the records of this office that ONE CALL PROPERTY SERVICES INC. is a corporation organized under the laws of the State of Florida, filed on September 29, 2005.

The document number of this corporation is P05000133724.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 27, 2016, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2016

Ken Detzner

Secretary of State

Tracking Number: CC6553217629

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160190
PROJECT TITLE: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

State of Florida }

County of Martin }

Brent Martin, being first duly sworn, disposes and says that:
(Name/s)

1. They are VP of Construction of One Call Property Services, Inc. the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

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

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

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

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

(Signed) _____

(Title) VP of Construction

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

The foregoing instrument was acknowledged before me this 11/15/16
(Date)

by: Brent Martin who is personally known to me or who has produced

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

Lauren Hodd
Notary (print & sign name)

Commission No. FF 926802

Notary Public State of Florida
Lauren Hodde
My Commission FF 926802
Expires 10/13/2019

"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
One Call Property Services, Inc.

Signature

Printed Name and Title
Brent Martin, VP of Construction

Date 11/15/16

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

CHECKLIST
BID # 20160190

PROJECT TITLE: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

Name of Bidder: One Call Property 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.

X Bid Reply Sheet #20160190 with proper signatures upload to Demandstar.

X E-Bid Reply Excel Spreadsheet –uploaded to Demandstar.

X Drug-Free Workplace Form uploaded to Demandstar.

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

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

X Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160190.

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

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

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

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

X Contractor's Questionnaire uploaded to Demandstar.

X Required forms: Non-Collusion Affidavit of Prime Bidder; Vendor Code of Ethics. All forms are to be uploaded to Demandstar.

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

X Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

20160190 E-Bid Reply Spreadsheet

Right Turn Lane at SW Del Rio SW California Blvd Construction Project

Company Name:

LINE #	ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	101-1A	MOBILIZATION	LS	1	$7,590.00	$ 7,590.00
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1	$496.00	$ 496.00
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	$2,484.00	$ 2,484.00
4	104-18	INLET PROTECTION SYSTEM	EA	2	$132.00	$ 264.00
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$6,210.00	$ 6,210.00
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1	$4,968.00	$ 4,968.00
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1	$994.00	$ 994.00
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1	$4,692.00	$ 4,692.00
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310	$22.00	$ 6,820.00
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252	$30.00	$ 7,560.00
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80	$74.00	$ 5,920.00
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28	$398.00	$ 11,144.00
13	430-982-129	MITERED END SECTION, RCP, 19"x30"	EA	1	$3,450.00	$ 3,450.00
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210	$20.70	$ 4,347.00
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315	$34.00	$ 10,710.00
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55	$75.00	$ 4,125.00
17	527-2	DETECTABLE MAT	SF	16	$20.00	$ 320.00
18	570-1-2	PERFORMANCE TURF, SOD	SY	670	$6.00	$ 4,020.00
19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985	$1.00	$ 985.00
20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210	$2.00	$ 420.00
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60	$6.00	$ 360.00
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5	$97.00	$ 485.00
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820	$1.30	$ 1,066.00
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50	$2.70	$ 135.00
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40	$1.60	$ 64.00
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1	$1,380.00	$ 1,380.00
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1	$662.00	$ 662.00
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1	$1,041.00	$ 1,041.00
29		Total				$ 92,712.00

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 2016090

Title:Right Turn Lane at SW DelRio & SW California Blvd. Construction Proj.

Bidder/Respondent: One Call Property Services, Inc.
Reference: Town of Jupiter - Toney Penna Drive
Fax #: 561-741-2515 2680
Email: ~~scotti@jupiter.fl.us~~ thomash@jupiter.fl.us
Telephone #: 561-741-~~2281~~
Person to contact: ~~Scott Isberner~~ Thomas Hernandez

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for construction projects. Please return response via email (ombsecretary@cityofpsl.com) or fax (772)-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor.
Install a 8' wide shared use path (sidewalk), rework swales, sod, install tactile surface (ADA)
Was the project completed on time and within budget? Yes, Yes
Was any other areas damaged during the project? Yes but it was due to insufficient utility cover or being unmarked. One instance of striking a marked water line.
Did the contractor remove all debris? Yes.
How many projects has this vendor completed for you within the past 5 years? 5

What problems were encountered (claims)? None other than struck utilities. No claims were made.

How many change orders were requested by this Vendor?
None. Change orders were Town requested.
How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	7	Final Product	7
Qualifications	7	Cooperation	7
Budget Control	7	Reliability	7

Would you contract with this contractor again? Yes [X] No [ ] Maybe [ ]
Comments:
I was the project manager for this project and Scott Isberner was also a part of some contract management because it was under a contract he normally manages.

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

PMD Std. Form #00000-97
Dated 7/20/2006

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 2016090

Title:Right Turn Lane at SW DelRio & SW California Blvd. Construction Proj.

Bidder/Respondent: One Call Property Services, Inc.
Reference: __Exit 131 Orange Avenue_____ Fax #: _____
Email: _____ Telephone #: __772-216-0413_____
Person to contact: _Jose Alanis_____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for construction projects. Please return response via email (ombsecretary@cityofpsl.com) or fax (772)-871-7337.

Describe the scope of work of the contract awarded by your firm to this contractor. Culvert Replacement

Was the project completed on time and within budget? yes
Was any other areas damaged during the project? no
Did the contractor remove all debris? yes
How many projects has this vendor completed for you within the past 5 years? 1st Project.

What problems were encountered (claims)? none

How many change orders were requested by this Vendor? 1 additional C.O.

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

Professionalism	8-10	Final Product	6
Qualifications	8	Cooperation	10
Budget Control	6	Reliability	8

Would you contract with this contractor again? Yes [✓] No [ ] Maybe [ ]
Comments:
We will be using them in six months.

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

PMD Std. Form #00000-97
Dated 7/20/2006

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 2016090

Title: Right Turn Lane at SW DelRio & SW California Blvd. Construction Proj.

Bidder/Respondent: One Call Property Services, Inc.
Reference: Town of Jupiter - Mohican
Fax #: 561-741-2515
Email: scotti@jupiter.fl.us
Telephone #: 561-741-2281
Person to contact: Scott Isberner

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for construction projects. Please return response via email (ombsecretary@cityofpsl.com) or fax (772)-871-7337.

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

Was the project completed on time and within budget? YES
Was any other areas damaged during the project? NO
Did the contractor remove all debris? YES
How many projects has this vendor completed for you within the past 5 years? FOUR (4)

What problems were encountered (claims)? NONE

How many change orders were requested by this Vendor? NONE

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

Professionalism	7	Final Product	7
Qualifications	7	Cooperation	7
Budget Control	7	Reliability	7

Would you contract with this contractor again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

PMD Std. Form #00000-97
Dated 7/20/2006

E-Bid Reply Sheet #20160190

Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

1. **COMPANY NAME**: McTeague Construction Co_____

DIVISION OF: _____

PHYSICAL ADDRESS: __624 SE Central Parkway_____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: ___Stuart FL 34994_____

TELEPHONE NUMBER: (772)_286-6100____ FAX NO. (772)__286-7130__

CONTACT PERSON: _Michael McTeague__ E-MAIL: _mike@mcteagueconstruction.com

GANIZATIONAL PROFILE: (complete all appropriate information)

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

___Michael McTeague_____
President
___Jennifer McTeague_____
Vice President
____Michael McTeague_____
Treasurer

How long in present business: ___30 years How long at present location: __10 years_____

Total Number of Staff at this present location: ___5_____

Total Number of Staff for your Firm within the Treasure Coast Area: _5_____

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

Does the firm have a Drug-Free Workplace program? Yes XX( ) or No ( )

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

Addendum Number	Date Issued	Addendum Number	Date Issued
1	10/31/2016		

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

5. BID RESPONSE:

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

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

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

5.3 Bid Reply Total from Schedule "A" on Line 29: $__98,422.28_____
(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 #20160190 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 #	DESCRIPTION	UNIT	QUANTITY
1	101-1A	MOBILIZATION	LS	1
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1
3	102-1	MAINTENANCE OF TRAFFIC	LS	1
4	104-18	INLET PROTECTION SYSTEM	EA	2
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28
13	430-982-129	MITERED END SECTION, RCP, 19"x30"	EA	1
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55
17	527-2	DETECTABLE MAT	SF	16
18	570-1-2	PERFORMANCE TURF, SOD	SY	670
19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985

20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1

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.

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

Yes ( ) No (XX)

If yes, please explain:

_____

_____

5.5 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)

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

_____NONE_____

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

6. List three (3) Intersection Improvement 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. Do not list the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Port ST Lucie Sidewalk at various location

Description & year completed: sidewalks finished 2015

Location: Port St Lucie

Client Name, Phone Number & Email: City of Port ST Lucie Marcelo Dimitriou 772-979-0082

Value of Total Contract: 510,000.00

Firm's Percentage of Total Contract: 95

Number of Change Orders:2

Value of Change Orders: 40,000.00

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 2

Project Name: Martin county parking lot improvement

Description & year completed: 2016 re-concrete parking lot

Location: 201 Monterey Rd Stuart fl

Client Name, Phone Number & Email:

Value of Total Contract: 370,000.00

Firm's Percentage of Total Contract: 80%

Number of Change Orders:2

Value of Change Orders:50,000.00

Was Project Completed on Schedule:yes

Was Project Completed within Budget?yes

Project Number 3

Project Name: Pahokee Housing Authority Padgett island rehab

Description & year completed: 2016

New and renovation club house

Location:Pahokee FL

Client Name, Phone Number & Email:Kimberly Dellastatious 561-582-5622

Value of Total Contract: 850,000.00

Firm's Percentage of Total Contract: 75%

Number of Change Orders:2

Value of Change Orders:15,000.00

Was Project Completed on Schedule:yes

Was Project Completed within Budget?yes

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

McPeek Land clearing

8. 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.

9. 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.

10. CERTIFICATION

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

Signature _____ 11/14/2016
Date

11. 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.

DRUG-FREE WORKPLACE FORM

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

_____McTeagueConstruction Co_____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

_____11/14/2016_____
Date

Bond No.: CMGB0000196

AIA® Document A310™ – 2010

Bid Bond

RECEIVED NOV 14 2016

CONTRACTOR:
(Name, legal status and address)
McTeague Construction Co., Inc.
624 SE Central Parkway
Stuart, FL 34994

SURETY:
(Name, legal status and principal place of business)
Argonaut Insurance Company
20335 Ventura Blvd. Suite 426
Woodland Hills, CA 91364

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 SW Port St. Lucie Blvd Ste.
Port Saint Lucie, FL 34984

BOND AMOUNT:
Five Percent of the Greatest Amount Bid ($5% of G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project # 20160190

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 11th day of November, 2016

McTeague Construction Co., Inc.
(Principal) *(Seal)*

(Witness)

(Title)

Argonaut Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) Stephanie Hope Shear, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

/

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061110

CMGB0000196

Argonaut Insurance Company $0.00
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013

Argonaut Insurance Company

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

NOTARY PUBLIC STATE OF TEXAS
KATHLEEN M MEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07-15-2017

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 11th day of November, 2016.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On NOV 11 2016 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHIRLEY GIGGLES
Notary Public - California
Los Angeles County
Commission # 2163817
My Comm. Expires Sep 7, 2020

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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ADDENDUM # 1
BID # 20160190
Addendum Date: 10/31/2016

Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

1. Q: Will the City / EOR allow for the utilization of additional base material thickness in lieu of type B stabilization assuming the overall structural coefficient is maintained pursuant to the pavement section design?
A: Yes, the City will allow.

NOTE: The bid opening date <u>has not</u> 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.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
McTeague Construction Co

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) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
324 SE Central Parkway

Requester's name and address (optional)

City, state, and ZIP code
Stuart FL 34994

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.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

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

Employer identification number
59 - 2296929

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/14/16

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2016

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

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

PRODUCER
Stuart Insurance, Inc.
3070 S W Mapp
Palm City, FL 34990
Rick Halcomb, CIC, ARM

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: MCTEC-1

INSURED
McTeague Construction Co. Inc.
Michael H. McTeague
624 SE Central Parkway
Stuart, FL 34994

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners	10190
INSURER B : Auto Owners Insurance Co	18988
INSURER C : FFVA Mutual Ins. Co.	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			72618708	07/10/2016	07/10/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000
	X Hired & Non-owned			72618708	07/10/2016	07/10/2017	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG Hired&Non	$ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO			4380812601	04/03/2016	04/03/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
	NON-OWNED AUTOS							$
	X HIRED PHSY DAM							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC84000316442015A STATE OF FLORIDA	06/08/2016	06/08/2017	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CITPO-1

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34952

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
Rick Halcomb

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. LORIDA
. MENT OF BUSINESS AND PROFESSIONAL REGULATION

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

MCTEAGUE, MICHAEL HAGAN SR
MCTEAGUE CONSTRUCTION CO., INC
5591 SE REEF WAY
STUART FL 34997

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

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1522608 ISSUED: 06/09/2016

CERTIFIED GENERAL CONTRACTOR
MCTEAGUE, MICHAEL HAGAN SR
MCTEAGUE CONSTRUCTION CO., INC.

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date AUG 31, 2018 L1606090001120

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160190
PROJECT TITLE: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

State of ___Florida_____}

County of ___Martin_____}

Michael McTeague_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____President_____of ___McTeague Construction Co_____ 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) __President_____

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

The foregoing instrument was acknowledged before me this_____11/14/2016_____
(Date)

by:____Michael McTeague_____ who is personally known to me or who has produced

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

_____
Notary (print name)
Commission No. _____

Jennifer McTeague
Commission # GG 1[illegible]
Expires: Sept. 6, 2020
Bonded thru Aaron Notary

"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 _____McTeague Construction Co_____

Signature _____

Printed Name and Title _____Michael McTeague

Date _____11/14/2016_____

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

CHECKLIST
BID # 20160190

PROJECT TITLE: Right Turn Lane at SW Del Rio & SW California Blvd. Construction Project

Name of Bidder:_____McTeague Construction Co_____

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 #20160190 with proper signatures upload to Demandstar.

✓ E-Bid Reply Excel Spreadsheet –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 #20160190.

✓ 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; Vendor Code of Ethics. 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

20160190 E-Bid Reply Spreadsheet

Right Turn Lane at SW Del Rio SW California Blvd Construction Project

Company Name: McTeague Construction co

LINE #	ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	101-1A	MOBILIZATION	LS	1	$24,450.00	$ 24,450.00
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1	$1,000.00	$ 1,000.00
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	$14,000.00	$ 14,000.00
4	104-18	INLET PROTECTION SYSTEM	EA	2	$863.00	$ 1,726.00
5	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$2,400.00	$ 2,400.00
6	110-3	REMOVAL OF EXISTING STRUCTURES (SIDEWALK, CURB & DRAINAGE)	LS	1	$2,530.00	$ 2,530.00
7	110-4	MAINTENANCE OF EXISTING DRAINAGE	LS	1	$2,070.00	$ 2,070.00
8	120-1	REGULAR EXCAVATION & EMBANKMENT	LS	1	$2,438.00	$ 2,438.00
9	160-4	TYPE B STABILIZATION (12" THICK)	SY	310	$21.80	$ 6,758.00
10	285-709	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	252	$27.60	$ 6,955.20
11	327-70-6	MILLING EXISTING ASPHALT PVMT, 1-1/2" AVG DEPTH	SY	80	$46.70	$ 3,736.00
12	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5)	TON	28	$238.16	$ 6,668.48
13	430-982-129	MITERED END SECTION, RCP, 19"x30"	EA	1	$1,137.35	$ 1,137.35
14	514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER)	LF	210	$4.25	$ 892.50
15	520-1-10	CONCRETE CURB & GUTTER, TYPE F (INCLUDES OPEN FLUME)	LF	315	$35.77	$ 11,267.55
16	522-1	CONCRETE SIDEWALK, 6" THICK	SY	55	$53.00	$ 2,915.00
17	527-2	DETECTABLE MAT	SF	16	$15.00	$ 240.00
18	570-1-2	PERFORMANCE TURF, SOD	SY	670	$2.90	$ 1,943.00
19	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	985	$1.20	$ 1,182.00
20	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	210	$2.60	$ 546.00
21	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60	$4.00	$ 240.00
22	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5	$98.00	$ 490.00
23	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	820	$1.00	$ 820.00
24	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	50	$3.45	$ 172.50
25	711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED, 6"	LF	40	$1.00	$ 40.00
26	711-17	THERMOPLASTIC,REMOVE EXISTING	LS	1	$805.00	$ 805.00
27	2000-1	UTILITY-ADJUST WATER VALVE	EA	1	$250.00	$ 250.00
28	2000-2	UTILITY-ADJUST BS MANHOLE	EA	1	$750.00	$ 750.00
29		Total				$ 98,422.58