

C2A121415

**NOTICE
AGENDA ADDENDUM II
CITY COUNCIL REGULAR MEETING
DECEMBER 14, 2015**

13. NEW BUSINESS

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

CA121415

**NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
DECEMBER 14, 2015**

14. DETERMINATION OF EXCUSED ABSENCES

b) **VICE MAYOR BARTZ, REGULAR COUNCIL MEETING, DECEMBER 7,
2015**



"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, December 14, 2015 - 7:00 p.m.

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

Mayor and City Council

Gregory J. Oravec, Mayor

Linda Bartz, Vice Mayor

Michelle Lee Berger, Councilwoman

Shannon Martin, Councilwoman

Ronald E. Bowen, Councilman

District I

District II

District III

District IV

Administration

Jeff Bremer, City Manager

Pam E. Booker, 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, December 14, 2015 – 7:00 p.m.

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

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

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

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **INVOCATION & PLEDGE OF ALLEGIANCE**
4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
5. **PUBLIC TO BE HEARD**
6. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT AGENDA**
 - A. **APPROVAL OF MINUTES**
 - B. **MINOR SITE PLAN, TIRE KINGDOM**, LOCATED ON THE NORTHWEST CORNER OF SW GATLIN BOULEVARD AND SW EDGARCE STREET, CONSTRUCTION OF A 6,615 SQ FT BUILDING WITH EIGHT SERVICE BAYS, P15-173, F.F. ADAMS, JR., OF ADAMS & ADAMS, LLC, PLANNING AND ZONING DEPARTMENT
 - C. **MINOR SITE PLAN, ST. JAMES SUBWAY PLAZA**, LOCATED ON THE SOUTHWEST CORNER OF NW HATCHES HARBOR ROAD AND ST. JAMES DRIVE, PROPOSED PROJECT CONSISTS OF A ONE-STORY 6,400 SQ FT COMMERCIAL BUILDING, APPROXIMATELY 4,800 SQ FT IS DESIGNATED AS RETAIL, AND 1,600 SQ FT IS DESIGNATED AS A SUBWAY RESTAURANT WITH A DRIVE-THRU, P15-147, YANI ENTERPRISES, LLC, PLANNING AND ZONING DEPARTMENT
 - D. **WAIVER OF BID, CHAPTER 35.04 (C), FOR GOOD CAUSE SHOWN, INSTALL, REPAIR, AND MAINTAIN SPORTS LIGHTING, DAVCO ELECTRICAL CONTRACTORS, CORP., #20160028, UNIT PRICE CONTRACT AS BUDGET ALLOWS WITHOUT FURTHER COUNCIL**

ACTION, CONTRACT PERIOD TO RUN THROUGH JULY 2, 2016, WITH AN OPTION FOR THREE ADDITIONAL ONE YEAR RENEWALS, PROCUREMENT MANAGEMENT DEPARTMENT

- E. **WAIVER OF BID, CHAPTER 35.06, EQUAL TO OR LOWER THAN EXISTING STATE CONTRACT**, TO PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT #15-23-0904, TO PURCHASE 2 NEW FORD F150 EXTENDED CAB 4X4 XIE VEHICLES FROM **DUVAL FORD**, #20160031, \$49,292, PROCUREMENT MANAGEMENT DEPARTMENT
- F. **WAIVER OF BID, CHAPTER 35.06, EQUAL TO OR LOWER THAN EXISTING STATE CONTRACT**, TO PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT #15-23-0904, TO PURCHASE 2 NEW FORD F150 EXTENDED CAB 4X4 XIE VEHICLES FROM **DUVAL FORD**, #20160029, \$56,542, PROCUREMENT MANAGEMENT DEPARTMENT
- G. **WAIVER OF BID, CHAPTER 35.04 (C), FOR GOOD CAUSE SHOWN, INSPECTION, MAINTENANCE, AND REPAIR OF DRAINAGE STRUCTURES, VACVISION ENVIRONMENTAL**, #20160019, UNIT PRICE CONTRACT AS BUDGET ALLOWS WITHOUT FURTHER COUNCIL ACTION, CONTRACT PERIOD IS FOR 7 MONTHS, PROCUREMENT MANAGEMENT DEPARTMENT
- H. **MASUEN CONSULTING, LLC, INC.**, LANDSCAPE INVENTORY UPDATE, #20140133, \$35,200, CONTRACT PERIOD IS FOR 120 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

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

9. **OTHER PUBLIC HEARINGS**

- A. **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL PERFORMANCE REPORT**, PERIOD FROM OCTOBER 1, 2014, THROUGH SEPTEMBER 30, 2015, APPROVAL FOR SUBMITTAL TO HUD, COMMUNITY SERVICES DEPARTMENT

10. **FIRST READING OF ORDINANCES**

11. **RESOLUTIONS**

- A. **RESOLUTION 15-R114**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR ST. LUCIE WEST PLAT NO. 192 (P15-062); 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.
- B. **RESOLUTION 15-R115**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR CUMBERLAND FARMS AT DARWIN AND PORT ST. LUCIE (P15-157) WITHIN THE CITY OF PORT

ST. LUCIE, FLORIDA ON THE REQUEST OF JAMES J. MCGLONE JR.; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

- C. **RESOLUTION 15-R111, PUBLIC HEARING**, A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(11) and (12) TO ALLOW AN AUTOMOBILE FUEL SERVICE AND RETAIL CONVENIENCE STORE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR CUMBERLAND FARMS (JAMES J. MCGLONE, JR.), LEGALLY DESCRIBED AS LOTS 1 - 8, A PORTION OF LOTS 9 & 10, BLOCK 1482, SECTION 16 AND LOTS 65 - 67, BLOCK 1440, SECTION 15, P15-171; PROVIDING AN EFFECTIVE DATE.
- D. **RESOLUTION 15-R116**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND INSTALLATION OF TRANSIT SHELTERS; PROVIDING AN EFFECTIVE DATE.

12. **UNFINISHED BUSINESS**

- A. **SUBMISSION AND APPROVAL OF THE 2015 AFFORDABLE HOUSING ADVISORY COMMITTEE REPORT**, COMMUNITY SERVICES DIRECTOR

13. **NEW BUSINESS**

- A. **MINOR SITE PLAN, CUMBERLAND FARMS**, LOCATED ALONG THE WEST SIDE OF PORT ST. LUCIE BOULEVARD BETWEEN SW BIANCA AVENUE AND SW ALEXANDRIA AVENUE, CONSTRUCTION OF AN AUTOMOTIVE FUEL SERVICE STATION WITH A 4,996 SQ FT ONE-STORY RETAIL CONVENIENCE STORE, P15-177, JAMES J. MCGLONE, JR., PLANNING AND ZONING DEPARTMENT
- B. **T & M LAWN-FENCE SERVICE, INC.**, SWALE LINER MAINTENANCE FOR AREA A, #20150124, UNIT PRICE CONTRACT FOR \$191.46 PER MILE, CONTRACT IS FOR A TERM OF 5 YEARS WITH A 1 TERM RENEWAL OPTION, ESTIMATED ANNUAL COST FOR SIX ROTATIONS IS \$493,803.68, WHICH DOES NOT INCLUDE THE \$10 INDEMNIFICATION FEE, PROCUREMENT MANAGEMENT DEPARTMENT
- C. **DEANGELO BROTHERS, LLC.**, SWALE LINER MAINTENANCE FOR AREA B, #20150125, UNIT PRICE CONTRACT FOR \$245 PER MILE, CONTRACT IS FOR A TERM OF 5 YEARS WITH A 1 TERM RENEWAL OPTION, ESTIMATED ANNUAL COST FOR SIX ROTATIONS IS \$684,770.10, WHICH DOES NOT INCLUDE THE \$10 INDEMNIFICATION FEE, PROCUREMENT MANAGEMENT DEPARTMENT
- D. **UPDATE ON ART TALK**, COMMUNITY DEVELOPMENT DIRECTOR

- E. **A. THOMAS CONSTRUCTION, INC.,** US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT, #20150057, \$443,000, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 270 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT
- F. **MAJOR SITE PLAN AMENDMENT, TRADITION HEALTH PARK (FKA MANN RESEARCH CENTER),** LOCATED ON THE EAST SIDE OF VILLAGE PARKWAY, SOUTH OF INNOVATION WAY, NORTH OF WATER MANAGEMENT TRACT 1, AND WEST OF MARTIN MEMORIAL HOSPITAL, PROPOSED PROJECT CONSISTS OF THE ADDITION OF A 64,625 SQ FT THREE-STORY MEDICAL OFFICE BUILDING THAT WILL BE LOCATED TO THE NORTH OF THE EXISTING 40,000 SQ FT TWO-STORY MEDICAL OFFICE BUILDING, P15-176, TRAD HEALTH, LLC, PLANNING AND ZONING DEPARTMENT
- G. **WAIVER OF BID, CHAPTER 35.06, EQUAL TO OR LOWER THAN EXISTING STATE CONTRACT,** TO PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT #15-23-0904, TO PURCHASE 11 NEW FORD F150 EXTENDED CAB 4X4 XIE VEHICLES FROM **DUVAL FORD**, #20160030, \$271,997, PROCUREMENT MANAGEMENT DEPARTMENT
- H. **DREAM IN COLORS PRINCESS SPA, INC.,** REQUEST FOR CITY SPONSORSHIP FOR THE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS, AND FOR THE EVENT TO BE PROMOTED ON THE CITY'S WEBSITE, FOR THE TREASURE COAST TRADE EXPO SCHEDULED FOR JANUARY 9, 2016, CITY MANAGER

14. **DETERMINATION OF EXCUSED ABSENCES**

- A. **COUNCILWOMAN BERGER,** REGULAR COUNCIL MEETING, NOVEMBER 23, 2015

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.

December 2015 – January 2016 Meeting Calendar

DATE	MEETING	TIME	LOCATION
12-15-15	Police Officers Retirement Trust Fund Board Meeting	2:00 p.m.	City Hall Complex Room 188 Building A
12-17-15	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 188 Building A
12-23-15	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
2016			
1-5-16	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
1-6-16	Keep Port St. Lucie Beautiful Committee Meeting	3:00 p.m.	City Hall Complex Room 210 Building B
1-11-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
1-13-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
1-14-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
1-25-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
1-27-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 12/14/2015

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

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

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

Agenda Item: Motion: Tire Kingdom Site Plan (P15-173)

Submittal Date: 12/4/2015

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

BACKGROUND: On June 20, 2015 Adams & Adams submitted a comprehensive plan amendment (P15-111) and a rezoning application (P15-112) for property at Gatlin Boulevard and Edgarce Street. Both projects were presented to the Planning and Zoning Board meeting of August 4, 2015 and were recommended for approval. The comprehensive plan amendment was approved by the City Council on October 12, 2015. The rezoning from Residential to Highway Commercial was approved by the City Council on October 26, 2015. On October 7, 2015, Charles Ashley of CEI submitted a site plan application (P15-173) on Tire Kingdom's behalf. The site plan was recommended for approval by the Site Plan Review Committee on November 12, 2015.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

SITE PLAN REVIEW COMMITTEE: The Site Plan Review Committee unanimously recommended approval of the site plan November 12, 2015.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: Northwest corner of SW Gatlin Boulevard and SW Edgarce Street. The property is located north of Gatlin Boulevard and west of Edgarce Street.

ATTACHMENTS: Staff report, site plan, and architectural plans.

PT/DR



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

TO: CITY COUNCIL – MEETING OF DECEMBER 14, 2015

FROM: DANIEL ROBINSON PLANNING TECHNICIAN

A handwritten signature in black ink, appearing to be "DR", is written to the right of the "FROM:" line.

RE: TIRE KINGDOM
MINOR SITE PLAN APPLICATION
PROJECT NO. P15-173

DATE: NOVEMBER 23, 2015

PROPOSED PROJECT: The applicant is proposing a 6,615 square foot Tire Kingdom consisting of eight service bays.

APPLICANT: Cliff Powell of TBC Corporation

OWNER: F.F. Adams, Jr., of Adams & Adams, LLC

LOCATION: Northwest corner of SW Gatlin Boulevard and SW Edgarce Street. The property is located north of Gatlin Boulevard and west of Edgarce Street.

LEGAL DESCRIPTION: Lots 21-26 Block 1733, Port St. Lucie Section 31.

SIZE: 1.22 acres.

EXISTING ZONING: CH (Highway Commercial).

EXISTING USE: Vacant land

SURROUNDING USES: North = existing vacant residential property. South = existing vacant commercial property. East = existing gas station and residential property. West = existing FPL utilities.

CONCURRENCY REVIEW:

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

Sewer/Water Service: The City of Port St. Lucie Utilities Department will provide water and sewer service to the site. "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: MacKenzie Engineering & Planning, Inc. provided the applicant with a traffic generation estimate. The document indicates that this project will generate 122-169 daily vehicle trips on the road adjacent to the project. It will not adversely affect the transportation level of service for the adjacent roads.

Parks/Open Space: N/A

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

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

Public School Concurrency Analysis: N/A

ZONING REVIEW:

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

Use: The proposed use of the property is automobile repair which is a permitted use in the Highway Commercial District.

Building Height: The proposed height of the building is 26 feet, eight inches. The maximum height allowed in the Highway Commercial District is 50 feet.

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

Parking: The site is required to have 24 parking spaces and 31 are being provided.

Dumpster Enclosure: The site plan includes a dumpster enclosure for general refuse at (12' x 12') and for recyclable refuse an enclosed enclosure of (12' x 22').

Architectural Design Standards: This project has been reviewed and found in compliance with the Citywide Design Standards. The proposed elevation of the building is attached.

NATURAL RESOURCE PROTECTION REVIEW:

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

Tree Protection: Tree mitigation for all trees with a D.B.H. of 12 inches and greater is required. For the trees being removed a mitigation plan will be required. A clearing plan is required prior to issuance of a building permit.

Wildlife Protection: A general site survey for listed plant and animal species likely to occur on a site shall be required for a site with known listed plant or animal species. A site survey for gopher tortoises shall be conducted on all upland properties. If gopher tortoises are identified on the property, then the property must also be surveyed for listed species associated with gopher tortoise burrows.

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

Public Art: This project is considered a minor site plan and complies with the Citywide Design Standards. Therefore it is not required to comply with the public art requirements.

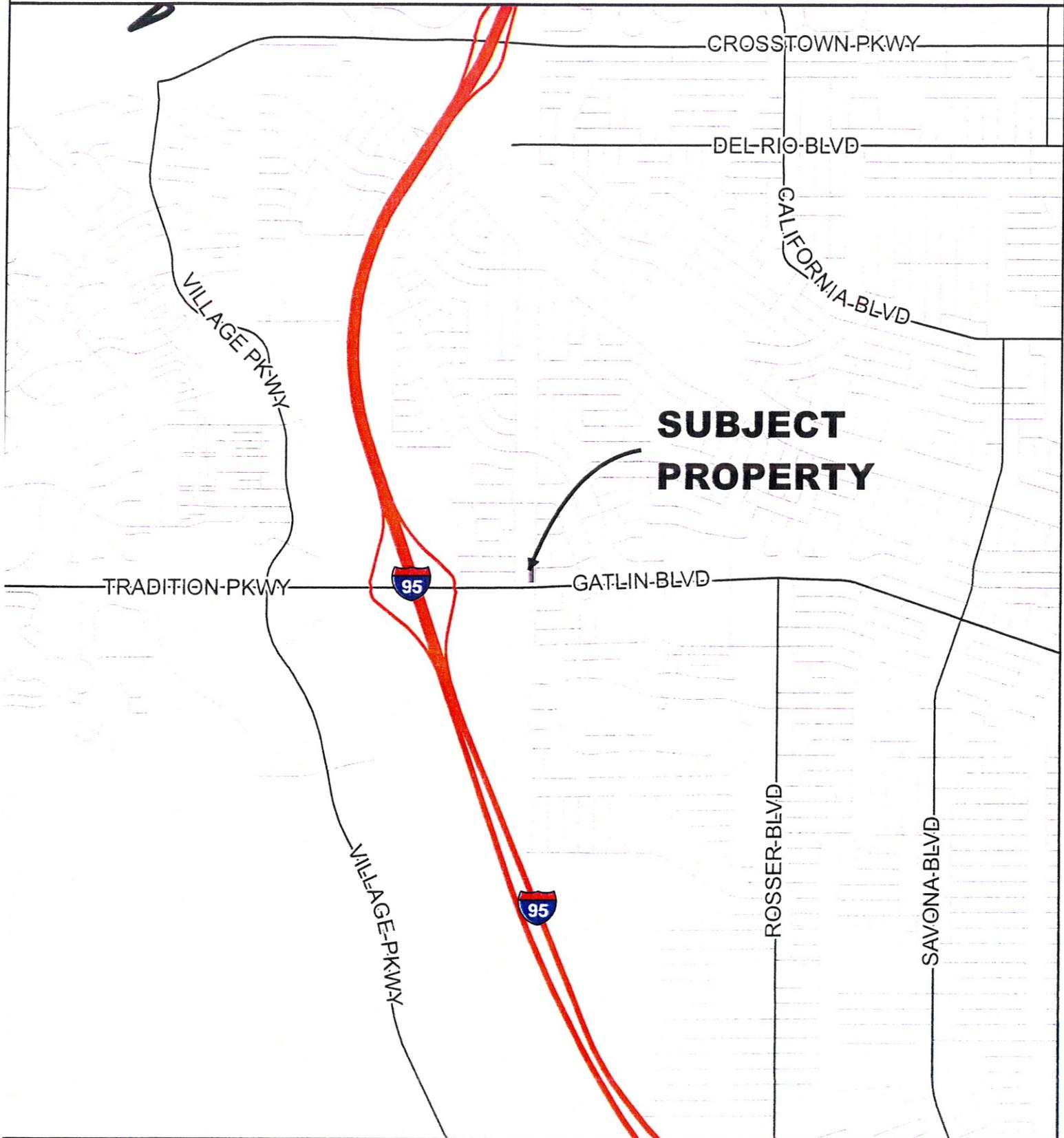
Other Issues: The residential property abutting the north property line will be left vacant and cleared of all exotic vegetation. All non-exotics will be preserved and a mitigation plan will be required. The lot will be used only as a buffer between the neighboring residential property and the proposed project.

STAFF RECOMMENDATION:

The Site Plan Review Committee reviewed the request on November 12, 2015, and recommended approval of the site plan with conditions that have all been satisfied.

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

GENERAL LOCATION

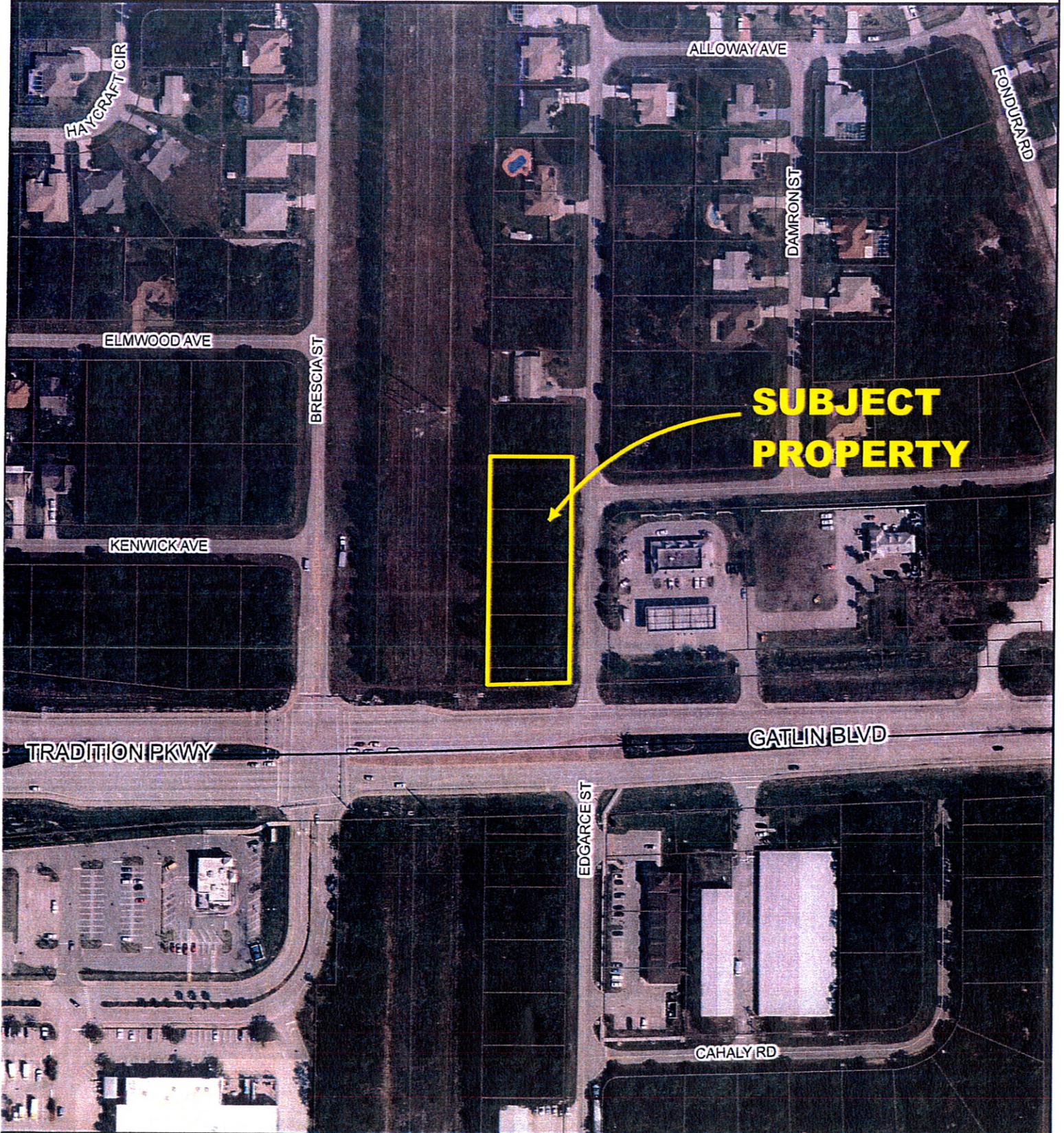


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
TIRE KINGDOM
SECTION 31, BLOCK 1733, LOTS 21-24

DATE:	10/15/2015
APPLICATION NUMBER:	P15-173
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
TIRE KINGDOM
SECTION 31, BLOCK 1733, LOTS 21-24
AERIAL DATE 2014

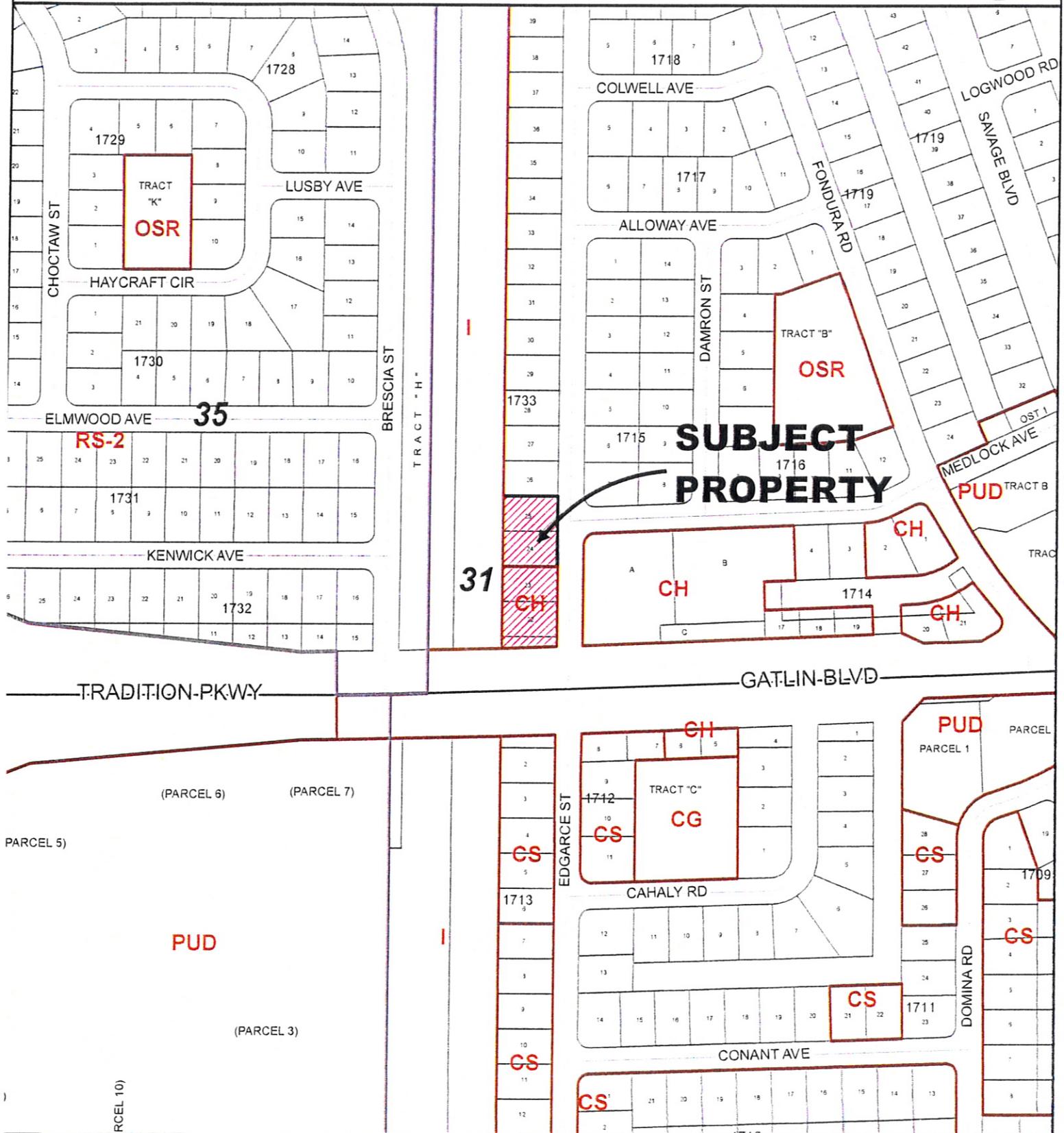
DATE: 10/15/2015

APPLICATION NUMBER:
P15-173

USER:
patricias

SCALE: 1 in = 200 ft

EXISTING ZONING

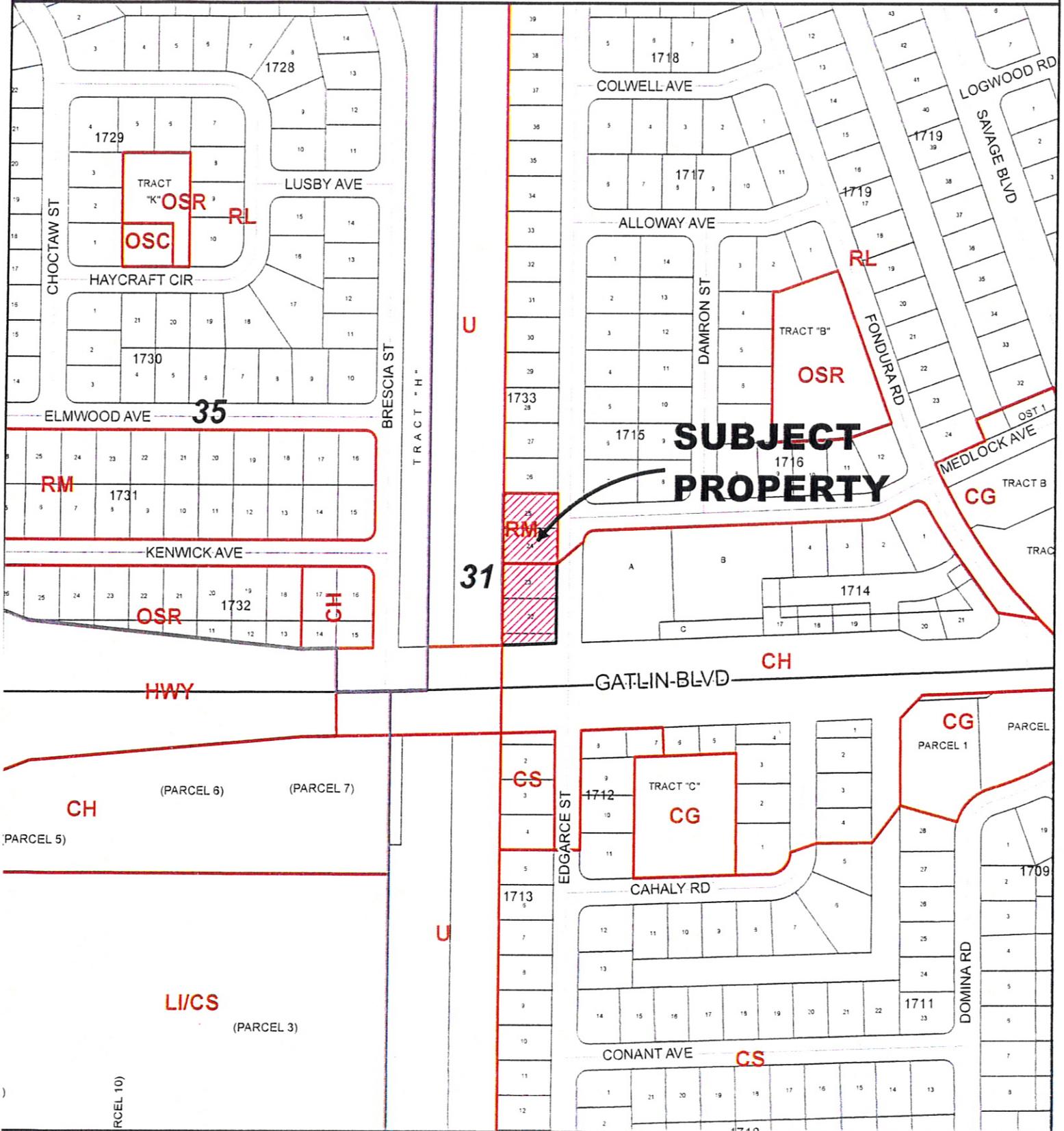


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
TIRE KINGDOM
SECTION 31, BLOCK 1733, LOTS 21-24

DATE: 10/15/2015
APPLICATION NUMBER: P15-173
USER: patricias
SCALE: 1 in = 300 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
TIRE KINGDOM
SECTION 31, BLOCK 1733, LOTS 21-24

DATE:	10/15/2015
APPLICATION NUMBER:	P15-173
USER:	patricias
SCALE:	1 in = 300 ft

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P15-173
Fees (Nonrefundable) \$ 4782.99 Arch.: \$ _____
Receipt #: 70668

PRIMARY CONTACT EMAIL ADDRESS: jkamp@ceiang.com

PROJECT NAME: Tire Kingdom

LEGAL DESCRIPTION: See attached.

LOCATION OF PROJECT SITE: Northwest corner of SW Gatlin Blvd & SW Edgarcia St.

PROPERTY TAX I.D. NUMBER: 3420-650-1344-000-8 (Lot 21-24) and 3420-650-1348-000-4 (Lot 25)

STATEMENT DESCRIBING IN DETAIL Proposed Tire Kingdom retail building and associated amenities.

THE CHARACTER AND INTENDED USE Retail tire store and vehicular maintenance operations
OF THE DEVELOPMENT:

GROSS SQ. FT. OF STRUCTURE (S): 6,780 SF

NUMBER OF DWELLING UNITS & DENSITY N/A

FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: City of Port St. Lucie (Water/Sewer), Florida Power & Light (Electric)

GROSS ACREAGE & SQ. FT. OF SITE: 43,071 SF/0.99 AC **ESTIMATED NO. EMPLOYEES: _____

FUTURE LAND USE DESIGNATION: CH and RM ZONING DISTRICT: Commercial Highway (CH)

OWNER(S) OF PROPERTY: Adams & Adams, LLC
Name, Address, Telephone & Fax No.: 2725 PALM BEACH BLVD
PALM BEACH GARDENS, FL 33410

APPLICANT OR AGENT OF OWNER: TBC Corporation (Cliff Powell)
Name, Address, Telephone & Fax No.: 4300 TBC Way
Palm Beach Gardens, FL 33410 (Ph: 561-383-3000 ext. 2707)

PROJECT ARCHITECT/ENGINEER: CEI Engineering Associates, Inc. / Jeffrey D. Gourian PE
(Firm, Engineer Of Record, FL Registration No. 85789)
Florida Registration No., Contact Person, Address, Phone & Fax No.: Contact Person: Jaime Kamp Ph: 479-273-9472 Fax: 479-273-9472
3108 SW Regency Pkwy, Ste 2 Bentonville, AR 72712

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

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

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

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

* [Signature]
OWNER'S SIGNATURE

F.F. Adams, Jr.
HAND PRINT NAME

Owner
TITLE

10/2/15
DATE

Adams and Adams, LLC
2725 PGA Blvd.
Palm Beach Gardens, FL 33410-0000

AGENT CONSENT FORM

Project Name: SW Gatlin Blvd and Edgarce St

BEFORE ME THIS DAY PERSONALLY APPEARED Francis F Adams, Jr.
WHO DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to CEI Engineering Associates, Inc. / Charles "Chip" Ashley, ASLA to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to, Site Plan and Construction Drawings Review and Approval Including necessary review for the Building Permit, for 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 2 day of October, 2015, by Francis F Adams, Jr. (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.

[Signature]
(Signature of Person Taking Acknowledgement)

Amanda Fell
(Name of Acknowledger Typed, Printed or Stamped)

Notary
(Title or Rank)

FF 034769
(Serial Number, if any)

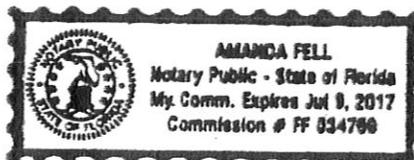
[Signature]
Owner's Signature

Francis F Adams, Jr.
Owner's Name (Print)

2725 PGA Blvd.
Street Address

Palm Beach Gardens, FL 33410
City, State, Zip Code

(Notary's Seal)



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, FL 33408
Property Appraisers Parcel Identification (Folio) Number: 1420-650-1349-000/1

E)

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 15th day of September, 2004 by ANDREW RUSSO and IRENE RUSSO, husband and wife, hereina called the Grantors, whose post office address is 353 Regatta Drive, Jupiter, Florida 33477 to ADAMS & ADAMS, LLC, a Florida Limited Liability Company, whose post office address is 2401 PGA Boulevard, Suite 196, Palm Beach Gardens, Florida 33410, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee all that certain land situated in ST. LUCIE COUNTY, State of Florida, viz.:

LOT 25 AND 26, BLOCK 1733, PORT ST. LUCIE SECTION THIRTY-ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 22, 22A THROUGH 22G, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. LUCIE COUNTY, FLORIDA.

* Doc Assump: \$ 0.00
* Doc Tax : \$ 1,750.00
* Int Tax : \$ 0.00

SUBJECT TO easements, restrictions and reservations of record and to taxes for the year 2004 and thereafter.

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

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

AND, the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant 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, 2003.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

[Signature]
ANDREW RUSSO

[Signature]
IRENE RUSSO

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of September, 2004 by ANDREW RUSSO and IRENE RUSSO who are personally known to me or have produced *[Signature]* as identification.

[Signature]
Notary Public, State of Florida
My Commission Expires:

(SEAL)  Danna M. Roy
MY COMMISSION # 00125051 EXPIRES
June 4, 2006
NOTARIAL PUBLIC INSURANCE, INC.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, FL 33408
Property Appraisers Parcel Identification (Folio) Number: 1420-650-1344-000/6

maad

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 15th day of September, 2004 by AIR PROPERTY, LLC, a Florida limited liability company, herein called the Grantor, whose post office address is 347 Regatta Drive, Jupiter, Florida 33477 to ADAMS & ADAMS, LLC, a Florida limited liability company, whose post office address is 2401 PGA Boulevard, Suite 196, Palm Beach Gardens, Florida 33410, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in St. Lucie County, State of Florida, viz:

0.00
2,730.00
0.00
* DOC ASSUMP: \$
* Doc Tax : \$
* Int Tax : \$

LOTS 22, 23, AND 24, BLOCK 1733, PORT ST. LUCIE SECTION THIRTY-ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 22, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. LUCIE COUNTY, FLORIDA.

LOT 21, BLOCK 1733, PORT ST. LUCIE SECTION THIRTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 22, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING:

LYING WITHIN 100 FEET EACH SIDE OF THE CENTERLINE OF CONSTRUCTION OF GATLIN BOULEVARD, SECTION 94001 SAID CONSTRUCTION LINE BEING DESCRIBED AS FOLLOWS:

BEGIN ON THE WEST LINE OF SECTION 11, TOWNSHIP 37 SOUTH, RANGE 38 EAST AT A POINT NORTH 0°05'15" EAST 4.88 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 22,918.31 FEET; THENCE FROM A TANGENT BEARING OF NORTH 89°50'49" EAST RUN EASTERLY ALONG SAID CURVE 472.90 FEET THROUGH AN ANGLE OF 1°10'56" TO THE END OF SAID CURVE; THENCE NORTH 87°39'51" EAST 2,132.27 FEET TO THE END OF SAID CENTERLINE AT A POINT NORTH 8°21'08" WEST 142.78 FEET FROM THE SOUTHEAST CORNER OF LOT 27, BLOCK 1705 OF PORT ST. LUCIE SECTION 81, RECORDED IN PLAT BOOK 14, PAGE 22A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SUBJECT TO easements, restrictions and reservations of record and to taxes for the year 2004 and thereafter.

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

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

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 Signature
[Printed Name]
Witness #1 Printed Name
[Signature]
Witness #2 Signature
[Printed Name]
Witness #2 Printed Name

AIR PROPERTY, LLC, a Florida limited liability company

By: *[Signature]*
Andrew Russo, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of September, 2004 by Andrew Russo as Manager of AIR PROPERTY, LLC, a Florida limited liability company, who is personally known to me or has produced P. D. Russo as identification.

(SEAL) **COPY**

[Signature]
Notary Public, State of Florida
My Commission Expires:

Dorinda M. Roy
MY COMMISSION # DD166311 EXPIRES
June 8, 2006
SIGNED IN PU 1707 FARM HOLDINGS, LLC

COPY

COPY

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, FL 33408
Property Appraisers Parcel Identification (Folio) Number: 3420-650-1344-000/6

Mead

SPACE ABOVE THIS LINE FOR RECORDING DATA

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(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in St. Lucie County, State of Florida, viz:

0.00
2,730.00
0.00
\$ Doc Assump: \$
* Doc Tax : \$
* Int Tax : \$

LOTS 22, 23, AND 24, BLOCK 1733, PORT ST. LUCIE SECTION THIRTY-ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 22, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. LUCIE COUNTY, FLORIDA.

LOT 21, BLOCK 1733, PORT ST. LUCIE SECTION THIRTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 22, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING:

LYING WITHIN 100 FEET EACH SIDE OF THE CENTERLINE OF CONSTRUCTION OF GATLIN BOULEVARD, SECTION 94001 SAID CONSTRUCTION LINE BEING DESCRIBED AS FOLLOWS:

BEGIN ON THE WEST LINE OF SECTION 11, TOWNSHIP 37 SOUTH, RANGE 39 EAST AT A POINT NORTH 0°05'15" EAST 4.38 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 22,918.31 FEET; THENCE FROM A TANGENT BEARING OF NORTH 88°50'49" EAST RUN EASTERLY ALONG SAID CURVE 472.90 FEET THROUGH AN ANGLE OF 1°10'56" TO THE END OF SAID CURVE; THENCE NORTH 87°39'51" EAST 2,132.27 FEET TO THE END OF SAID CENTERLINE AT A POINT NORTH 0°21'08" WEST 142.78 FEET FROM THE SOUTHEAST CORNER OF LOT 27, BLOCK 1705 OF PORT ST. LUCIE SECTION 31, RECORDED IN PLAT BOOK 14, PAGE 22A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SUBJECT TO easements, restrictions and reservations of record and to taxes for the year 2004 and thereafter.

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

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

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

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 #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

AIR PROPERTY, LLC, a Florida limited liability company

By: Andrew Russo, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of September, 2004 by Andrew Russo as Manager of AIR PROPERTY, LLC, a Florida limited liability company, who is personally known to me or has produced P. Russo as identification.

(SEAL) COPY

Notary Public, State of Florida
My Commission Expires

Donna M. Roy
MY COMMISSION # 0010431 EXPIRES
June 2, 2006
NOTARY PUBLIC FAYETTEVILLE, NC

COPY

COPY

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, FL 33408
Property Appraisers Parcel Identification (Folio) Number: 3420-650-1349-000/1

E)

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 15th day of September, 2004 by ANDREW RUSSO and IRENE RUSSO, husband and wife, herein called the Grantors, whose post office address is 353 Regatta Drive, Jupiter, Florida 33477 to ADAMS & ADAMS, L.L.C., a Florida Limited Liability Company, whose post office address is 2401 PGA Boulevard, Suite 196, Palm Beach Gardens, Florida 33410, 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 Grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee all that certain land situated in ST. LUCIE County, State of Florida, viz.:

LOT 25 AND 26, BLOCK 1733, PORT ST. LUCIE SECTION THIRTY-ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 22, 22A THROUGH 22G, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. LUCIE COUNTY, FLORIDA.

* Doc Assump: \$ 0.00
* Doc Tax : \$ 1,750.00
* Int Tax : \$ 0.00

SUBJECT TO easements, restrictions and reservations of record and to taxes for the year 2004 and thereafter.

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

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IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

ANDREW RUSSO

IRENE RUSSO

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of September, 2004 by ANDREW RUSSO and IRENE RUSSO who are personally known to me or have produced Florida Licenses as identification.

Notary Public, State of Florida
My Commission Expires:

(SEAL)



Donna M. Roy
MY COMMISSION # DD106031 EXPIRES
June 8, 2006
BONDED THROUGH FARM INSURANCE CO.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Cohen, Norris, Scherer, Weinberger & Walmer
712 U.S. Highway One, Suite 400
North Palm Beach, FL 33408
Property Appraisers Parcel Identification (Folio) Number: 3420-650-1349-000/1

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 15th day of September, 2004 by ANDREW RUSSO and IRENE RUSSO, husband and wife, herein called the Grantors, whose post office address is 353 Regatta Drive, Jupiter, Florida 33477 to ADAMS & ADAMS, L.L.C. a Florida Limited Liability Company, whose post office address is 2401 PGA Boulevard, Suite 196, Palm Beach Gardens, Florida 33410, hereinafter called the Grantee.

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Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 Signature

[Signature]
ANDREW RUSSO

[Printed Name]
Witness #1 Printed Name

[Signature]
IRENE RUSSO

[Signature]
Witness #2 Signature

[Printed Name]
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of September, 2004 by ANDREW RUSSO and IRENE RUSSO who are personally known to me or have produced [Identification] as identification.

[Signature]
Notary Public, State of Florida
My Commission Expires:

(SEAL)



Donna M. Roy
MY COMMISSION # DD104031 EXPIRES
June 2, 2006
BONDED THROUGH FARM INSURANCE INC.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, FL 33408
Property Appraisers Parcel Identification (Folio) Number: 1470-650-1344-000/6

mael

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 15th day of September, 2004 by AIR PROPERTY, LLC, a Florida limited liability company, herein called the Grantor, whose post office address is 347 Regatta Drive, Jupiter, Florida 33477 to ADAMS & ADAMS, LLC, a Florida limited liability company, whose post office address is 2401 PGA Boulevard, Suite 190, Palm Beach Gardens, Florida 33410, hereinafter called the Grantee;

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0.00
2,730.00
0.00
* Doc Assump: \$
* Doc Tax : \$
* Int Tax : \$

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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 #1 Signature: *[Signature]*
Witness #1 Printed Name: *[Name]*
Witness #2 Signature: *[Signature]*
Witness #2 Printed Name: *[Name]*

AIR PROPERTY, LLC, a Florida limited liability company

By: *[Signature]*
Andrew Russo, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of September, 2004 by Andrew Russo as Manager of AIR PROPERTY, LLC, a Florida limited liability company, who is personally known to me or has produced [Signature] as identification.

(SEAL) COPY

Notary Public, State of Florida
My Commission Expires:
Donna M. Ray
MY COMMISSION # 0310031 EXPIRES
June 8, 2006
NOTED THIS INSTRUMENT, PALM BEACH, FL

COPY

COPY



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7c
Meeting Date: 12/14/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

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

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

Agenda Item: Motion: Minor Site Plan Application – St. James Subway Plaza (P15-147)

Submittal Date: 12/2/2015

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

BACKGROUND: The proposed project consists of a one story, 6,400 square foot commercial building. Approximately 4,800 square feet is designated as retail, and 1,600 square feet is designated as a Subway Restaurant with a drive-through. A special exception use to allow a drive-through was approved by the City Council with the following conditions on November 23, 2015: 1. The exterior colors must be compatible with the existing colors of the Publix Shopping Plaza. 2. Landscape buffers shall be provided on the perimeters.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the site plan at their September 23, 2015 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: The property is located on the southwest corner of NW Hatches Harbor Road and St. James Drive.

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

PT/kh

RECEIVED

DEC 03 2015

CITY MANAGER'S OFFICE



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

TO: CITY COUNCIL - MEETING OF DECEMBER 7, 2015

FROM: KATHERINE H. HUNTRESS, PLANNER *KHH*

RE: ST. JAMES SUBWAY PLAZA
MINOR SITE PLAN APPLICATION
PROJECT NO. P15-147

DATE: NOVEMBER 24, 2015

APPLICANT: Abraham Chabab, PE

OWNER: Yani Enterprises, LLC (Mr. Mark Floyd)

LOCATION: The property is located on the southwest corner of NW Hatches Harbor Road and St. James Drive.

LEGAL DESCRIPTION: The property is legally described as St. Andrews Park Parcel No. 1.

SIZE: 0.96 acre

FUTURE LAND USE: CG (General Commercial)

EXISTING ZONING: The zoning is the St. Andrew's PUD (Planned Unit Development) that follows the CG (General Commercial) zoning district's permitted and special exception uses.

EXISTING USE: Cleared vacant land

SURROUNDING USES: North and west = PUD (Planned Unit Development) zoning, existing vacant land and conservation tract. South = RS-2 (Single Family Residential) zoning, existing C-106 Canal. East = GU (General Use) zoning, existing Oxbow Ecological Center.

PROPOSED PROJECT: The proposed project consists of a one story, 6,400 square foot commercial building. Approximately 4,800 square feet is designated as retail, and 1,600 square feet is designated as a Subway Restaurant with a drive-through. A special exception

use application to allow a drive-through was approved with the following conditions by the City Council on November 23, 2015:

1. The exterior colors must be compatible with the existing colors of the Publix Shopping Plaza.
2. Landscape buffers shall be provided on the perimeters.

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

Sewer/Water Service: The City of Port St. Lucie Utilities provides water and sewer service to the site.

Transportation: The number of vehicle daily trips projected to be generated from the proposed project is 161 daily trips. The proposed project is projected to generate 21 p.m. peak hour trips. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. It is not expected to adversely affect the transportation level of service for the adjacent roads.

Parks/Open Space: This is not applicable.

Stormwater: The site plan is in compliance with the adopted level of service standard.

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

Public School Concurrency Analysis: This is not applicable.

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

Use: The proposed use of a commercial building with a restaurant is a permitted use in the St. Andrew's Planned Unit Development that follows the CG zoning district's permitted and special exception uses. The drive-through for the restaurant is a special exception use in the CG zoning district.

Building Height: The proposed maximum height of the building is 26.75' and the maximum height allowed in the CG zoning district is 35'.

Setbacks: The proposed setbacks shown on the north, south, east, and west sides of the site plan are in accordance with the required setbacks of the CG zoning district.

Parking: The building requires 32 parking spaces and 32 spaces are being provided.

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

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

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

Native Habitat/Tree Protection: The site has previously been cleared.

Wildlife Protection: The site has previously been cleared.

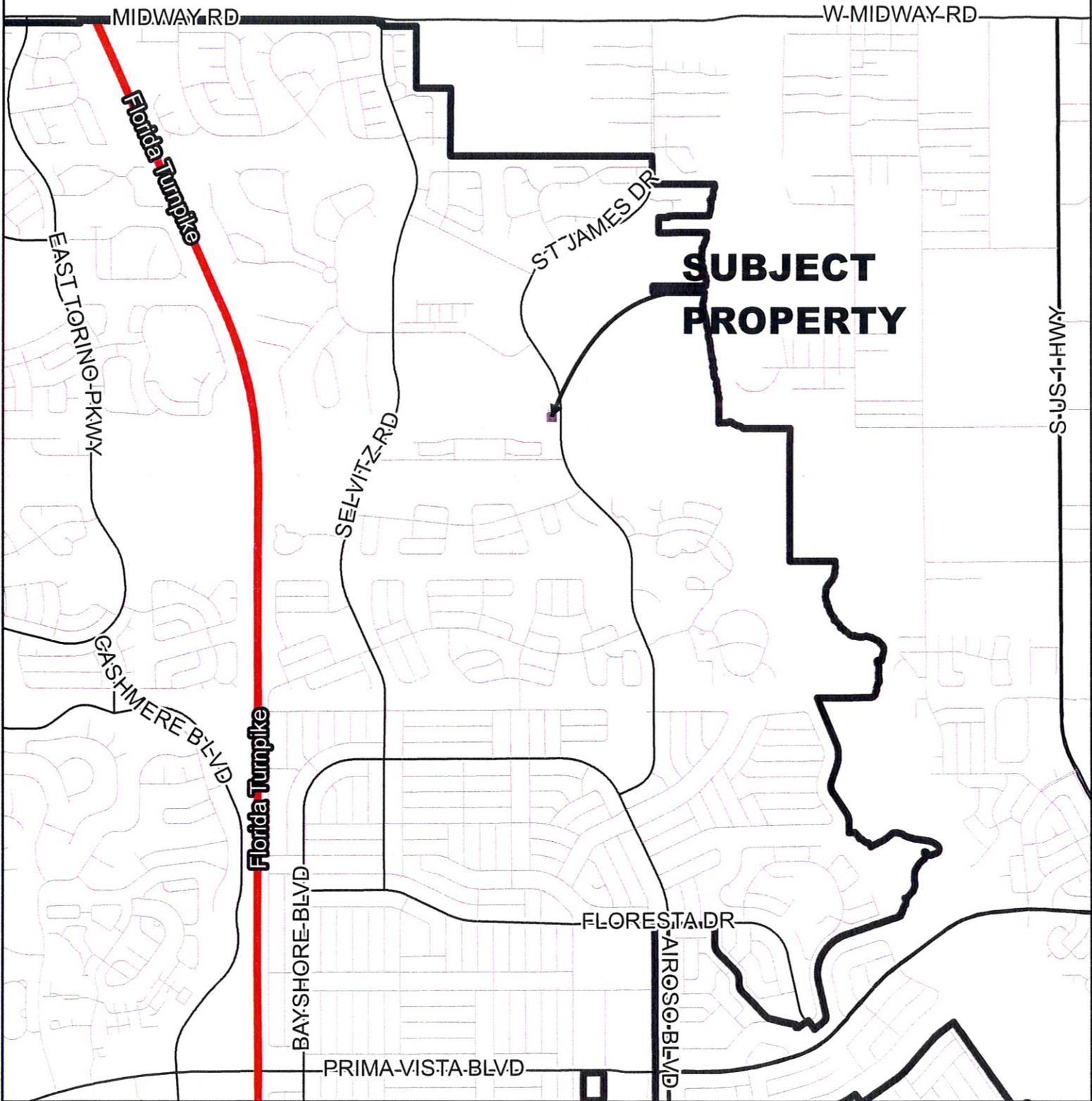
OTHER:

Fire District: The St. Lucie County Fire District reviewed the project for safety purposes.

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

STAFF RECOMMENDATION: The Site Plan Review Committee reviewed the request on September 23, 2015 and unanimously recommended approval.

GENERAL LOCATION

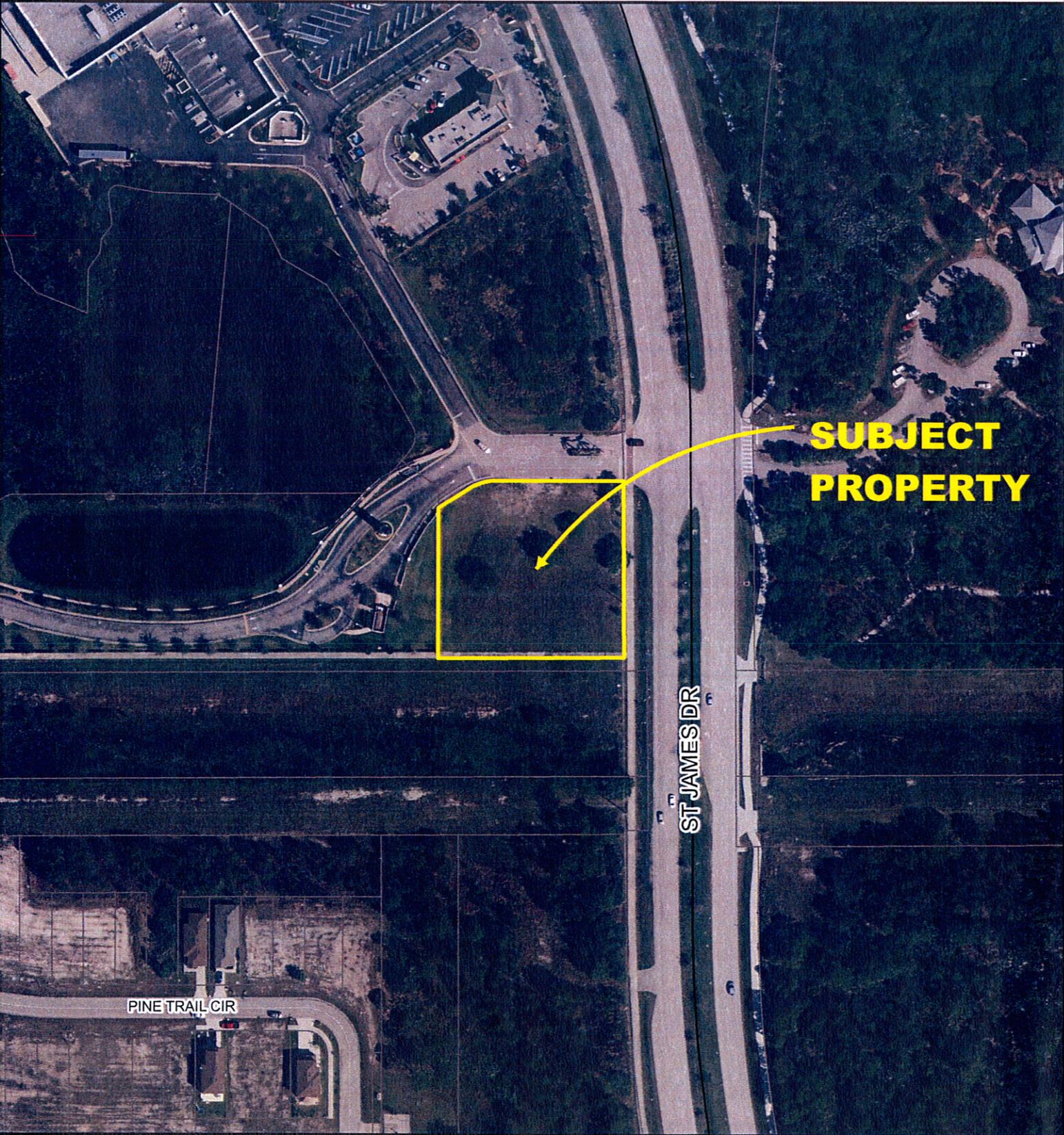


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
ST. JAMES SUBWAY PLAZA
ST. ANDREWS PARK, PARCEL 1

DATE:	9/10/2015
APPLICATION NUMBER:	P15-147
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**

ST JAMES DR

PINE TRAIL CIR

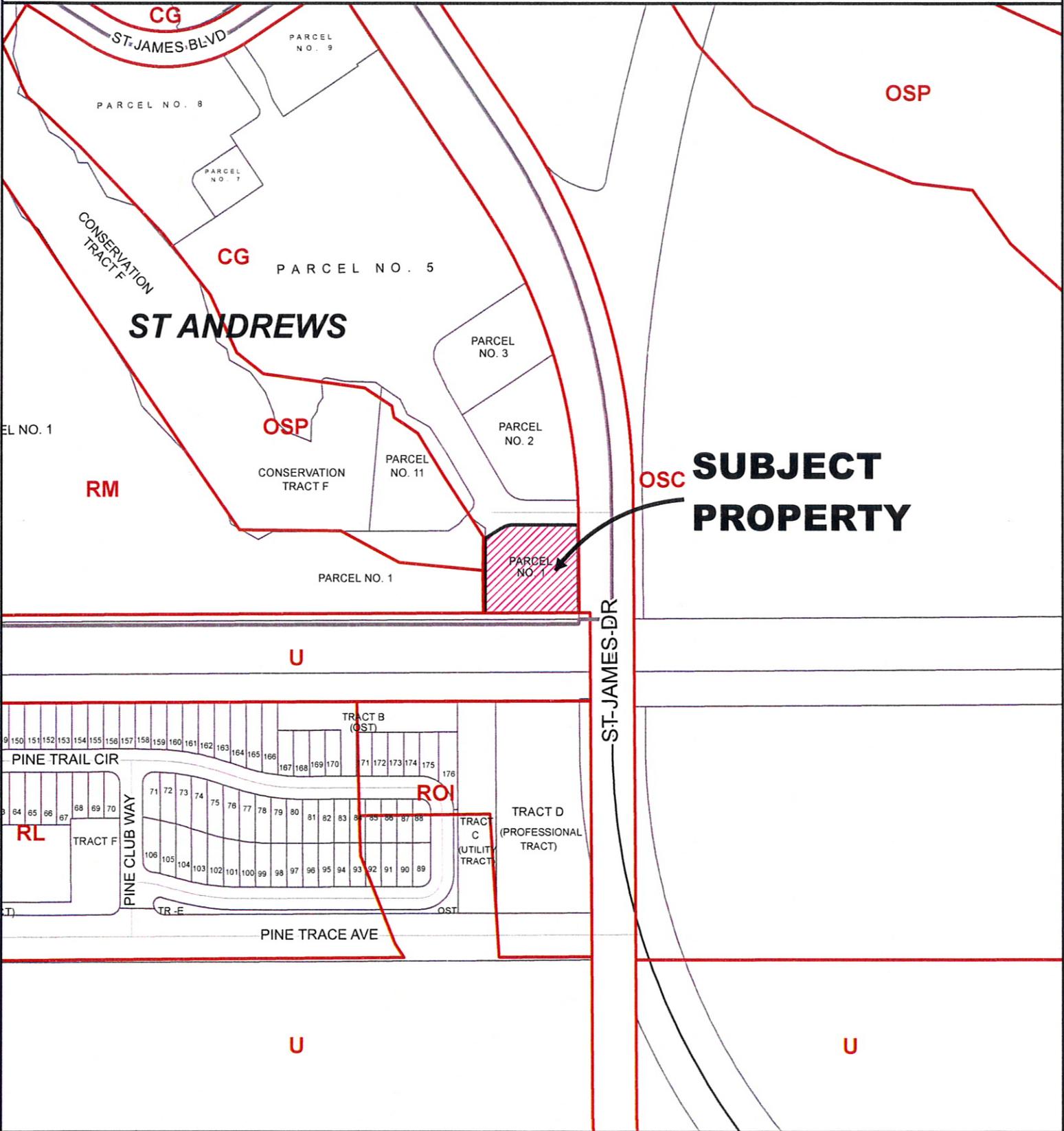


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
ST. JAMES SUBWAY PLAZA
ST. ANDREWS PARK, PARCEL 1
AERIAL DATE 2014

DATE:	9/10/2015
APPLICATION NUMBER:	P15-147
USER:	patricias
SCALE:	1 in = 150 ft

FUTURE LAND USE

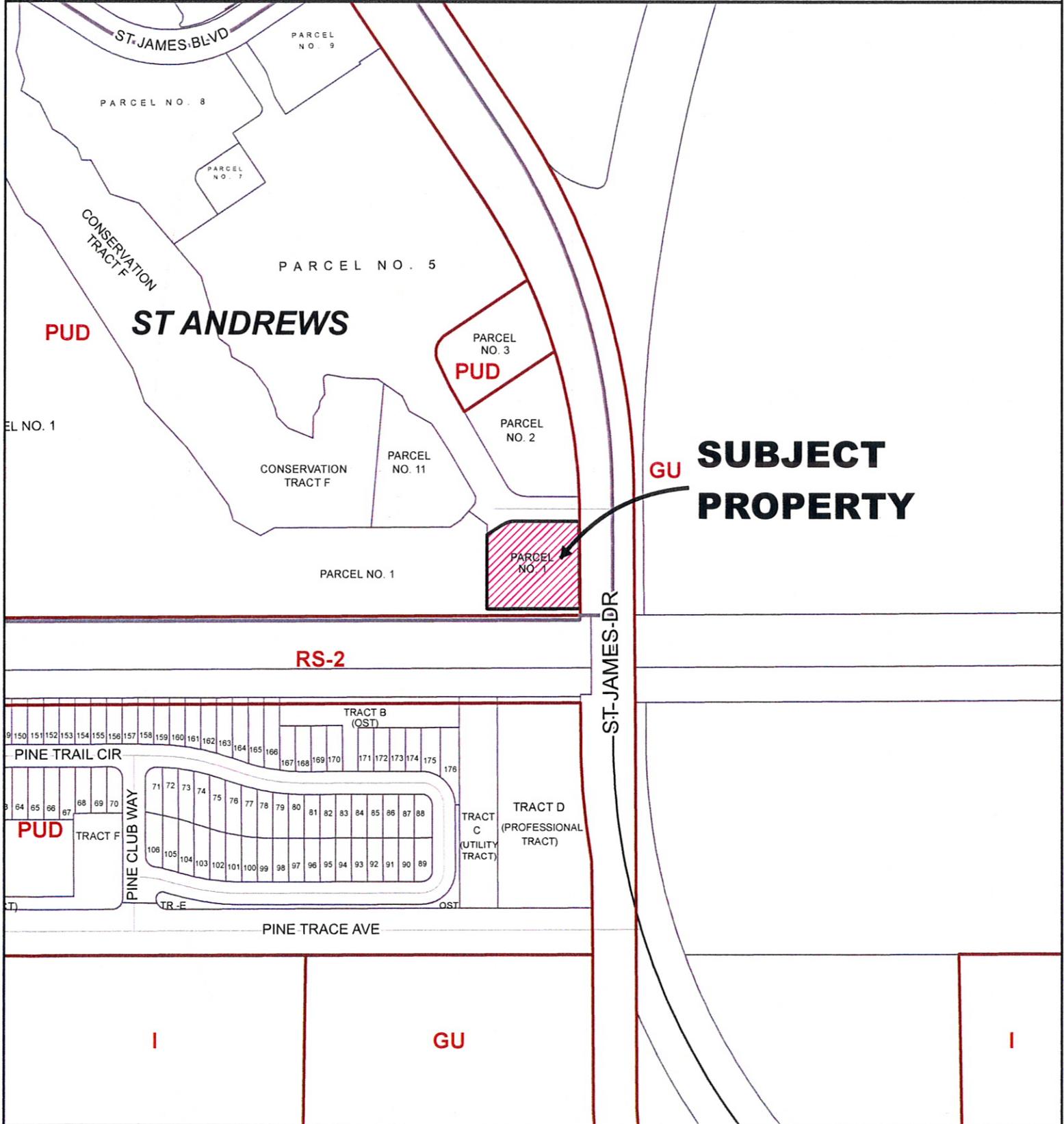


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
ST. JAMES SUBWAY PLAZA
ST. ANDREWS PARK, PARCEL 1

DATE:	9/10/2015
APPLICATION NUMBER:	P15-147
USER:	patricias
SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
ST. JAMES SUBWAY PLAZA
ST. ANDREWS PARK, PARCEL 1

DATE:	9/10/2015
APPLICATION NUMBER:	P15-147
USER:	patricias
SCALE:	1 in = 300 ft



Abraham Chabab, P.E.

**5428 NW Edgewater Ave.
Port St. Lucie, FL 34983**



Aug. 31, 2015

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

**RE : Applying for Site Plan Approval & Special Exception Use
To Build 6400 SF Building and Drive Thru.
Saint Andrews Park (PB 40-11) Parcel 1.**

Dear Ms. Tobin:

This property is located at S.W. corner of St. James Dr. and N.W. Hatches Harbor Road with total acreage of 0.96 acres (41818 SF). Proposed site plan indicates 6400 SF one-story building, a drive thru and 32 parking spaces. The building will have 1600 SF Subway Restaurant with a drive thru and 4800 SF office/retail areas. Six architecture elements have been indicated on the elevation plan. This will meet or exceed minimum requirements set by city of Port St. Lucie Design Standards.

Should you have any questions or require any additional information, please contact us at your convenience.

Sincerely

Abraham Chabab, P.E.

cc: Michael Waldrop, Project Manager.

772-878-5079 772-475-6630 Fax 772-785-8291
Email: agchabab1@msn.com

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P15-147
Fees (Nonrefundable) \$ 2,345.40 Arch.: \$ 515.00
Receipt #'s: 64781

PRIMARY CONTACT EMAIL ADDRESS: agchabab1@msn.com

PROJECT NAME: St. James Subway Plaza

LEGAL DESCRIPTION: Parcel 1, St. Andrews Park, According to the plat thereof, as recorded in Plat Book 40 Page 11

LOCATION OF PROJECT SITE: S.W. corner of St. James Dr. and N.W. Hatches Harbor Road

PROPERTY TAX I.D. NUMBER: 340870000050005

STATEMENT DESCRIBING IN DETAIL See Attached Letter

THE CHARACTER AND INTENDED USE Subway Restaurant with 4800 SF of Office/Retail
OF THE DEVELOPMENT:

GROSS SQ. FT. OF STRUCTURE (S): 6400 SF
NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: City of Port St Lucie

GROSS ACREAGE & SQ. FT. OF SITE: 0.96 AC (41818 SF) **ESTIMATED NO. EMPLOYEES: 12

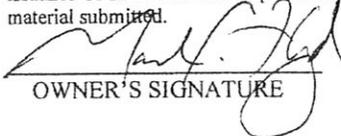
FUTURE LAND USE DESIGNATION: CG ZONING DISTRICT: CG POD

OWNER(S) OF PROPERTY: Yani Enterprises, LLC (Mr. Mark Floyd)
Name, Address, Telephone & Fax No.: 1924 SW Gatlin Blvd. Port Saint Lucie, FL 34953
772-519-9108

APPLICANT OR AGENT OF OWNER: Abraham Chabab, PE
Name, Address, Telephone & Fax No.: 5428 NW Edgewater Ave Port St Lucie FL 34983
772-878-5079

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

- I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.
- I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.
***When a corporation submits an application, it must be signed by an officer of the corporation.** Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.
NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.


OWNER'S SIGNATURE

Mark Floyd
HAND PRINT NAME

OWNER
TITLE

7-13-15
DATE

RECEIVED
SEP - 1 2015
PLANNING DEPARTMENT
CITY OF PORT ST LUCIE FL

This Document Prepared By and Return to:
Melissa Harnage
St. Lucie Title Services, Inc.
800 Virginia Ave, Suite 47
Fort Pierce, FL 34982

Parcel ID Number: 3408-700-0005-000/5

Warranty Deed

This Indenture, Made this 8 day of May, 2015 A.D. Between
St. Andrews Park, Inc. a Florida corporation, grantor, and
of the County of Palm Beach, State of Florida,
Yani Enterprises, LLC., a Florida limited liability company,
whose address is: 1924 SW Gatlin Blvd, Port St. Lucie, FL 34953
of the County of St. Lucie, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
TEN DOLLARS (\$10) DOLLARS
and other good and valuable consideration to GRANTOR is hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of St. Lucie State of Florida to wit:
Parcel 1, St. Andrews Park, according to the plat thereof, as recorded in
Plat Book 40, Page(s) 11, 11A - 11E, of the Public Records of St. Lucie
County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever
In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Sara Dubinsky
Printed Name: Sara Dubinsky
Witness

Ava Rhodes
Printed Name: Ava Rhodes
Witness

St. Andrews Park, Inc., a Florida corporation
By: Sally Larson (Seal)
Sally Larson, Assistant Vice President
P.O. Address: 500 Australian Avenue South, Suite 120
West Palm Beach, FL 33401

STATE OF Florida (Corporate Seal)
COUNTY OF Palm Beach
The foregoing instrument was acknowledged before me this 7th day of May, 2015 by
Sally Larson, Assistant Vice President of St. Andrews Park, Inc., a
Florida corporation on behalf of the corporation
who is personally known to me and who produces a Florida driver's license or identification.

SARA DUBINSKY
MY COMMISSION #FF03321
EXPIRES July 2, 2017
FloridaNotaryService.com
14071398-0153

Sara Dubinsky
Printed Name: Sara Dubinsky
Notary Public
My Commission Expires: 7/2/2017

15412

CERTIFICATE OF RESOLUTION
OF ST ANDREWS PARK, INC.

I, Paul Rhodes, hereby certify that I am the Director of St Andrews Park, Inc., (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the State of Florida, that the following is a true and correct copy of resolution adopted by the Company by written consent dated 5th of May, 2015, and that said resolutions are in full force and effect and have not been rescinded or modified:

WHEREAS, the Corporation has entered into an agreement to sell Parcel 1 of St Andrews Park Plat as recorded on Plat Book 40 Page 11 in St. Lucie County Records.

WHEREAS, necessary documents such as deed, settlement statement and other documents necessary to close the sale of the real property Yani Enterprises LLC for \$394,000 must be executed,

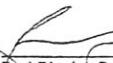
NOW THEREFORE:

IT IS RESOLVED, that the corporation has authorized Sally Larson as Assistant Vice President to have the authority to sign said closing papers on behalf of the corporation.

I do further certify that the meeting of the Board of Directors at which the foregoing resolution was adopted was regularly called and held in accordance with the Articles and By-Laws of the Corporation and that said resolution has not been rescinded or countermanded by the Board of Directors.

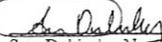
I further certify that the Corporation's Articles of Incorporation and Bylaws are in full force and effect on the date hereof and have not been amended, repealed or otherwise modified.

Dated at West Palm Beach, Florida, on this 5th day of May, 2015.


Paul Rhodes, President & Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of May, 2015, by Paul Rhodes, as Director of St Andrews Park, Inc., a Florida corporation, on behalf of the company, who is personally known to me.


Sara Dubinsky, Notary Public



COPY

Mark Floyd
Yani Enterprises ,LLC
1924 SW Gatlin Blvd.
Port Saint Lucie, FL 34953
Ph: 772-519-9108
Email: viper2u@msn.com

July 9, 2015

Daniel Holbrook, Director
Planning and Zoning Dept.
121 S.W. PSL Blvd.
Port St. Lucie FL, 34984

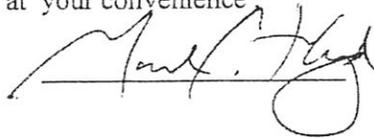
**RE : Applying for Site Plan Approval & Special Exception Use
To Build 6400 SF Building and a Drive Thru.
Parcel 1, St. Andrews Park, According to the plat thereof, as recorded
in Plat Book 40 Page 11.**

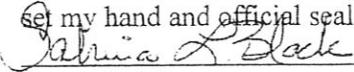
Dear Mr. Holbrook :

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

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

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



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

Notary Public
SABRINA L. BLACK

7/13/15
Date

My commission expires
2/2/19

Katherine Huntress

From: Caglioni, Melanie <Melanie.Caglioni@ConcordRents.com>
Sent: Monday, November 02, 2015 10:57 PM
To: Katherine Huntress
Subject: St Andrews Pointe - Special Exception Use Application
Attachments: DOC102215.pdf

Dear Ms. Huntress
C/O Planning and Zoning,

I apologize that I am unable to attend the hearing tomorrow in person for the attached referenced Special Exception Application. We do have traffic concerns should a drive through establishment be approved for this parcel which is located directly in front of our apartment community, St Andrews Pointe located at 2550 NW Hatches Harbor Road, Port St Lucie, FL 34983. We are concerned about traffic congestion entering from St James/25th Street as a vehicle would be required to make a left hand turn into this shopping center/drive through if entering off St James/25th Street. This could hold up traffic entering this access road to the community and Publix. In addition, we have several buses that come and go throughout the day including special needs buses that pick up and drop off many children that live within the community. With the increased traffic through this access road, I have concerns about the safety of the children.

If possible, could the shopping center have its own entrance off St James/25th Street? At a minimum, we would like to see the site plan of the center and Subway to see how it affects the entry road and our community.

Please confirm receipt of this email.

If you have any questions, please feel free to contact me at 407-621-6415.

Thank you,

Melanie Caglioni, CAM, CAPS, HCCP
Regional Manager
Concord Management, Ltd
2605 Maitland Center Parkway, Suite A
Maitland, FL 32751
Office Phone (407) 621-6415

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D

Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
Patricia Roebling, PE, Asst. City Manager - City Engineer 
Cheryl Shanaberger, Director of Procurement Management

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: Contract # 20160028 Install, Repair & Maintain
Sports Lighting

Submittal Date: 12/3/2015

STRATEGIC PLAN LINK: Port St. Lucie Vision 2028, Principal 2 – Beautiful City, “Well designed, well maintained parks and public spaces”

BACKGROUND: The City currently does not have a Contract in place to address maintenance and repair issues for the numerous park sites with sports lighting and parking lot lighting. The School District of Palm Beach County competitively bid out a term contract for Electrical Contractors for the Service, Repair and Installation of Lighting in 2014. The various departments will be able to utilize this Contract to make necessary repairs and/or maintain and install lighting at the various water and wastewater plants, park sites and City parking lots. This Contract will also help departments with future budgeting as they can better estimate the cost of maintenance and repairs based on rates listed in the Contract. The proposed Contract is similar to other City contracts such as those in place for water and sewer repairs, guardrail repairs and culvert pipe replacement.

Davco Electrical Contractors Corporation has agreed to allow the City to participate in the School District of Palm Beach County Contract #14C-31T that began on July 3, 2014 through July 2, 2016 with an option for three (3) additional one (1) year renewals.

ANALYSIS: Staff has reviewed the proposed contract rates and finds them reasonable and acceptable. The rates were compared to the 2012 Contract

previously held with Davco and they are approximately the same. The City has successfully used this firm for the past ten (10) years. Davco is also a Musco Lighting dealer which is the preferred product for sports lighting at the parks. Davco is not a local firm.

FINANCIAL INFORMATION: Items will be purchased in various Department budgets

LEGAL INFORMATION: Reviewed by Ella Gilbert on November 25, 2015 and approved as to form.

STAFF RECOMMENDATION: Approval to Waive the bidding, good cause shown, Chapter 35.04 (C) and enter into Contract #20160028 with Davco Electrical Contractors Corporation for the unit prices offered in the School District of Palm Beach County Bid #14C-31T. Authorize purchases as needed and as budget allows without further Council action during the contract period identified in the Contract.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: Various locations throughout the City of Port St. Lucie

ATTACHMENTS: Contracts, Award Letter and Bid #14C-31T from the School District of Palm Beach County

*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.

**CITY OF PORT SAINT LUCIE
CONTRACT #20160028**

This CONTRACT, executed this _____ day of _____, 2015, 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 **DAVCO ELECTRICAL CONTRACTORS CORP.**, 4885 Park Ridge Blvd., Boynton Beach, Florida 33426, Telephone No. (561) 732-3434 Fax No. (561) 732-3414, 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:

Mike Kendrick, or his designee
City of Port St. Lucie Parks & Recreation Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-5260 Fax: (772) 871-5290
Email: mkendrick@cityofpsl.com

As used herein the Contract Administrator shall mean:

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

As used herein the Contractor for this project shall mean:

Russell White, Senior Project Manager
Davco Electrical Contractors Corp.
4885 Park Ridge Blvd.
Boynton Beach, Florida 33426-8316
Telephone: 561-732-3434 Fax: 561-732-3414
Email: rwhite@davcoelectric.com

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

The specific work that the Contractor has agreed to provide electrical services to install, repair and maintain the City's sports lighting and related electrical systems and any additional electrical emergencies or hazard repairs for the City. The Contractor agrees to provide these services based on the pricing from The School District of Palm Beach County, Florida Bid/Contract #14C-31T with a term of July 3, 2014 through July 2, 2016. Contract pricing is detailed in Section V, Compensation.

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

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

**SECTION III
TIME OF PERFORMANCE**

The Contract Period start date will be _____, 2015 and will terminate July 2, 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**

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 three (3) additional one (1) year periods.

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, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section VIII herein.

Line #	Description	Labor Rate / Regular	Labor Rate / Overtime
1	Welder with Operator	\$65.00	\$97.50
2	100 ft Bucket Truck / Crane with Operator	\$140.00	\$170.00
3	55 ft Bucket Truck / Crane with Operator	\$95.00	\$95.00
4	Auger Truck with Operator	\$140.00	\$170.00
5	Utility Locates	\$65.00	\$97.50
6	Missle Bore up to 2 in per foot	\$25.00	\$0.00
7	Backhoe with Operator	\$80.00	\$100.00
8	13 yd. Dump Truck with Operator	\$85.00	\$120.00
9	Dangle Digger with Operator	\$110.00	\$140.00
10	Trencher with Operator	\$75.00	\$95.00
11	Supervisor / Foreman	\$70.00	\$105.00
12	Electrician	\$60.00	\$75.00
13	Helper / Assistant	\$50.00	\$75.00
14	Materials	Cost plus 25%	N/A

The hourly rate shall begin when the Contractor arrives at the site. The City will not pay for travel time.

Payments will be disbursed in the following manner:

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

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

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

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

Install, Repair & Maintain Sports Lighting

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

Install, Repair & Maintain Sports Lighting

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

Install, Repair & Maintain Sports Lighting

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 #20160028 – Install, Repair & Maintain Sports Lighting Projects shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

Install, Repair & Maintain Sports Lighting

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

Payment & Performance Bonds: The Contractor, if required, shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IX ACTS OF GOD

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

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

SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and

subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII CLEANING UP

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

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

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

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

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

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued

Install, Repair & Maintain Sports Lighting

written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

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

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

SECTION XIV ADDITIONAL REQUIREMENTS

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

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

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

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

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

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor

involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

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

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

SECTION XV ASSIGNMENT

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

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination 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 ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for

liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

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

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

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

SECTION XVII LICENSING

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

SECTION XVIII SAFETY PRECAUTIONS

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

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

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

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

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

SECTION XIX LAW AND VENUE

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

SECTION XX REIMBURSEMENT FOR INSPECTION

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

SECTION XXI APPROPRIATION APPROVAL

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

**SECTION XXII
ENTIRE CONTRACT**

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

(Balance of page intentionally left blank.)

Install, Repair & Maintain Sports Lighting

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 **Dayco Electrical Contractors Corp.**

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 _____, 2015.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-6813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

August 8, 2014

Davco Electrical Contractors Corp.
Mr. Joe Goater
4885 Park Ridge Blvd.
Boynton Beach, FL 33426
jgoater@davcoelectric.com

Subject: Letter of Agreement
Bid Number: 14C-31T
Title: Term Contract for Electrical Contractors: Service, Repair and Installation
Contract Term: July 3, 2014 through July 2, 2016

Dear Mr. Goater:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to offer services. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "Q", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED. No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover the services as the need arises, and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment. If you have any questions, please do not hesitate to call my office at 561-434-8310. Thank you for your bid and we are looking forward to doing business with you and your company.

A copy of the first invoice for this contract must be sent to Dennis Messerli, Purchasing Agent for review. Forward your invoice to dennis.messerli@palmbeachschools.org. Thank you.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Dennis Messerli, Purchasing Agent

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

School District of Palm Beach County FL



Solicitation No.

14C-31T

.....

RESPONSES ARE DUE PRIOR TO:

June 16, 2014

.....

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

.....

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

14C-31T Additional Information Sheet

Vendor:

Davco Electrical Contractors Corp.

The following information is requested; however, will not be used in the evaluation and determination of the award of this bid. Please list any additional equipment/services provided by your organization that may be utilized in this repair/installation function.

	Labor Rate - Reg	Labor Rate - Overtime	Labor Rate - Premium
Welder w/equipment	\$65.00	\$97.50	\$97.50
100' bucket truck/crane w/operator	\$140.00	\$170.00	\$170.00
55' bucket truck/crane w/operator	\$95.00	\$95.00	\$95.00
Auger truck w/operator	\$140.00	\$170.00	\$170.00
Utility Locates	\$65.00	\$97.50	\$97.50
Missile Bore	\$0.00	\$0.00	\$0.00
Arc Flash Training (w/Certification)	\$0.00	\$0.00	\$0.00
Missile Bore up to 2" per foot	\$25.00	\$0.00	\$0.00
Backhoe With Operator	\$80.00	\$100.00	\$100.00
13yard Dump Truck with operator	\$85.00	\$120.00	\$120.00
Dangle Digger with operator	\$110.00	\$140.00	\$140.00
Trencher with operator	\$75.00	\$95.00	\$95.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

14C-31T Bid Summary Sheet

Vendor: Davco Electrical Contractors Corp

Work Day:
 Regular Time: Monday through Friday, 7am to 5pm
 Overtime: Monday through Friday, after 5pm
 Premium: Sundays and Holidays

	Labor Rate - Reg	Labor Rate - Overtime	Labor Rate - Premium
Supervisor/Foreman	\$70.00	\$105.00	\$105.00
Electrician	\$60.00	\$90.00	\$90.00
Helper/Assistant	\$50.00	\$75.00	\$75.00
Materials - Cost Plus Percenage - A percentage of 0 or net cost is acceptable	25%		

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **ANTI-DISCRIMINATION:**
 - a. The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
 - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. **With Cause:** In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. **Without Cause:** The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. **Funding Out:** Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.

9. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **DISQUALIFYING CRIMES:** *The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid*

response, information regarding any of these actions or proposed actions with other governmental agencies.

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

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.
20. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

22. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MINORITY BUSINESS PARTICIPATION:** The School Board of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority and Women can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeachschools.org/mwbe/> .

Bidders who list minority subcontractors as participants in their bids will complete the MWBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and MWBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a MWBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of

Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:
 - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
 - C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
 - D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

The School Board shall defend, indemnify, and hold harmless _____ and its officers, agents, and employees from any and all claims, damages, suits, attorneys' fees, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever that arise of out any acts or omissions in the School Board's performance of this Agreement.

Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.

- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

- A. 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 the samples must be indicated on his or her bid. 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 Purchasing Department, School District of Palm Beach County.
- B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
- C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

14C-31T - SPECIAL CONDITIONS

A. SCOPE: The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Electrical Contractors – Service, Repair and Installation, as specified herein.

B. DELIVERY: Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

C. DEMANDSTAR:

1. All offers must be submitted electronically to Demandstar.com.
2. DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.
3. The Vendor Contact Information page on the DemandStar site has a required field “BID AMOUNT”. The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
4. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.
5. The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.
6. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must Submit your Response.
After clicking “Submit Response” the following process will begin:
 - DemandStar will verify that your response is complete as entered.
 - You will see a confirmation page with your confirmation number and date/time stamp of your upload.
 - You will receive a confirmation e-mail indicating a successful response submittal.

If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com

For additional information please go to:

<http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf>

7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT: The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. AWARD: In order to meet the needs of the various departments and in the best interest of the School District, awards shall be made to ALL responsive, responsible bidders meeting specifications, terms, and conditions of this bid. Whenever work is needed, awarded vendors will be notified to provide a proposal for that project based on their prices listed in this bid. The project will then be given to the vendor with the best price for that project. Project quotes will be awarded to the lowest bid from a responsive, responsible bidder unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Whenever work or services are required, all contractors will be invited to provide a quote based upon pricing, terms and conditions from the awarded bid. A scope of work will be provided to each contractor, and in most cases a walk-through will be scheduled. **All quotes must include the cost for labor, materials and installation/repair and the pricing shall be broken out for verification of pricing against pricing submitted on attached Bid Summary Sheet. Contractors shall use Bid 14C-31T Quote/Estimate Sheet. Quotes that do not follow this requirement, may be rejected.** There will be no additional charge for consultation or troubleshooting on any particular project. The contractor offering the lowest price and meeting the terms and conditions shall be awarded the project. The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of a project cannot fulfill their commitment.

Contractors acknowledge that work will be performed only after receipt of an authorized purchase order.

The Purchasing Department or their designee(s), reserves the right to further negotiate any proposal, including price, with the vendor recommended for award.

The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County. The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded \$2 million annually in sales to the School District for the previous three year period. **See Paragraph K, M/WBE GOAL for complete detail.**

For District certification go to <http://www.palmbeachschools.org/MWBE> website and

complete the M/WBE certification application.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the first lowest responsible and responsive bidder being considered for award cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next lowest responsible and responsive bidder until an agreement is reached to meet the needs of the District.

Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of M/WBE awards as provided herein. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

F. TERM OF CONTRACT: The term of this contract shall be for two (2) years from the date of award, and may be renewable for three (3) additional one-year periods by mutual agreement between the School District and the awardee. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract, however, nothing prohibits the District from accepting lower pricing or additional discounts if offered by the awardee during the term of the contract.

G. REFERENCES: Complete the Reference Document and include at least five (5) references. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

H. PLACING AN OFFER: All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

- I. BID QUESTIONS:** Any questions concerning conditions and specifications must be submitted by email to Dennis Messerli at dennis.messerli@palmbeachschools.org no later than 5:00 p.m. EST, on June 9, 2014. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Dennis Messerli is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Dennis Messerli nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

- J. POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on June 18, 2014, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

- K. AREA REPRESENTATIVE:** Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

- L. VARIANCES:** State any variances to the bid specifications on the attached Variance Document. If none are indicated, however slight, it will be assumed materials and/or services bid are identical to those specified.

- M. M/WBE GOAL:** The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's

Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508, or on our web site at <http://www.palmbeachschools.org/mwbe/>.

Industry Specific Classifications:

To ensure compliance with program guidelines and intent, proposers/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

The industry specific classification for this solicitation is: Construction

- Construction - African American owned firms

Revenue/ Sales Size Standards for Industry Specific Classifications:

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- \$7,000,000 (Seven million dollars) for Construction Services

To verify eligibility: Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so may result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

N. SMALL BUSINESS ENTERPRISE: Firms certified as a Small Business Enterprise with Palm Beach County (PBC) or the City of West Palm Beach (WPB) may apply for certification with the School District following the interlocal Agreement procedures below:

- Complete the online School District SBE application which can be found at www.palmbeachschools.org/mwbe
- Complete the SBE affidavit
- Pay the \$150 processing fee online (www.palmbeachschools.org/mwbe)
- Provide a copy of SBE certificate from PBC or the City of WPB
- Provide the Interlocal Certification Cover Sheet from either PBC or City of WPB

O. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF: The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting

an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>.

P. PUBLIC RECORDS LAW

The Contractor will be required by contract to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Q. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any

school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**
The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

This policy must be continued or tail coverage provided for two years after completion of the project.

R. PAYMENT / PAYMENT TERMS: Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment/Service
4. Itemized Pricing
5. Purchase Order Number
6. Supporting documentation (invoices/pick tickets/material quotes)
7. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at dennis.messerli@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to invoices@palmbeachschools.org. That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

Electronic Invoice Submission Guidelines:

- a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.
- b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but **each invoice must be a separate file attachment**

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

- S. INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.
- T. CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

U. DISTRICT PURCHASING CARD: The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

14C-31T SPECIFICATIONS

- A. **SCOPE OF WORK:** The successful bidder (contractor) shall furnish, at their expense, all labor (including supervision) equipment, machinery, tools, materials, transportation, and other facilities necessary to fully provide for consultation, troubleshooting, repair and/or installation of electrical switchgear, panel boards, transformers, lighting, control work and related electrical work in compliance with local, state, and federal regulations, National Electrical Code, Florida Administrative Code, District Design Criteria and District Master Specifications (DMS). A copy of the DMS can be found at the following link:
District Master Specifications 2013

The School District will provide water and electricity from point of closest hook-up only (no hoses or electrical cables will be provided) at sites specified.

Contractor shall provide shop drawings for all completed work to the District Facility Management Coordinator or designee, where applicable.

The contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, structures, etc., broken or damaged as the result of contractor's operations.

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

The contractor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the owner or of the contract or by test inspections or approvals required or performed by persons other than the contractor.

Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site as well as removal of dunnage off the school/department site in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized showing parts, labor, freight, etc., to provide a complete accounting of services performed.

- B. **CONTRACTORS RESPONSIBILITIES:**

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site.

Contractor shall be responsible for safeguarding of all tools and equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act

of theft or vandalism which may occur while contractors equipment is located on any school district site.

Contractor shall not inhibit access to any School District building during pursuit of work specified herein.

Contractor shall leave work site in a neat and orderly fashion at the end of each workday.

Contractor or a representative, daily while on campus, shall sign in and present District issued clearance badge at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus unless prior written exception has been obtained.

Contractor shall provide due care at all times while performing any task at any District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.

The contractor shall be responsible to the District for the acts and omissions of any awarded project by their employees, subcontractors and any other persons performing any of the work under a contract with the contractor.

The contractor shall have a English-speaking, licensed (State of Florida or Palm Beach County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

The contractor shall not proceed with any project until a written purchase order has been received.

The contractor must obtain prior written approval on all costs before the additional work is started.

The contractor shall provide a construction work schedule and submit it to the School District designated contract person. The schedule shall include estimated commencement and completion dates.

The contractor shall provide an emergency after-hour phone number and contact person.

Contractor shall have a licensed electrician be present at all times on all projects.

The contractor shall be responsible to ensure pickup of any and all refuse, rubbish, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. No rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready-to-use condition.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus. The provision or use of existing sanitary facilities will be discussed and determined at the pre-construction meeting. The contractor shall provide to the owner certification that all personnel on site comply with Level 2 FDLE and FBI screening, with the report of the results provided by or to the School District's Police Department, which shall be the sole determiner of clearance. All contractor and sub-contractor personnel must have a badge, indicating clearance. The contractor's name and a traceable number must be visible. No contact between students or School staff is allowed with any contractor, sub-contractor, or supplier. If contacted by school personnel or staff, refer them to the School District's Project Coordinator for this project.

- C. **LOCAL BUSINESS TAX RECEIPT (formally Occupational License) / CERTIFICATE OF COMPETENCY:** By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida or the Palm Beach Construction Industry Licensing Board or a Local Business Tax Receipt issued in Palm Beach County. A photocopy of the license or certificate shall be uploaded with bid.
- D. **QUALIFICATIONS:** The bidder shall have maintained continual work experience in installation/repairs/services of electrical systems as required for a period of five years prior to the bid date. Bidder must submit written documentation with the bid, substantiating experience requirement.

Any one of the following documents will be acceptable:

1. Copies of state or county licenses showing date business was opened.
2. Copy of incorporation papers showing date of opening.
3. A notarized statement affirming the opening date of the business.
4. A notarized statement affirming previous years of experience of the principals of the firm.

Contractor shall possess a current State of Florida Certified Electrical Masters license or Palm Beach County Electrical Contractors License. A copy of the license shall be uploaded with the bid.

The bidder shall have a place of business for contact by District personnel during normal working days.

- E. **SITE INSPECTION:** When a potential project is defined, a site inspection will be requested.

Following the site inspection, quotations shall be submitted as directed and by the deadline specified. This quotation shall be based on the individual scope of work, bid special conditions, bid specifications and all applicable regulations and codes.

There will be no additional charge for consultation or troubleshooting on any particular project. This will be included with any project by the awarded contractor for that project.

Due to budgetary restraints and ultimate practicality of some projects, the District by requesting a site visit or proposal does not by implication commit itself to commencement or completion of any project.

Projects with estimated cost:

- Under \$10,000: Facilities Management Coordinator will send notice of site inspection to all awarded vendors, copying Purchasing Agent. Notice will include scope of work.
 - \$10,000 and up: Purchasing will post the RFQ on DemandStar along with scope of work and any associated plans or prints.
- F. **HOURLY RATE:** The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards and any other applicable laws of the State of Florida. If overtime is allowable under this Bid, it will be covered under a separate item in the special clauses.
- G. **WORK DAY DEFINED:** *The workday shall start at 7:00 A.M. and end at 5:00 P.M., Monday through Friday.* The hourly rate charge shall commence on the job site; all travel time expenses shall be borne by the bidder and will not be reimbursed by the District.
- H. **WARRANTY:** Contractor shall guarantee entire installed system to be free of defects in workmanship and materials for a period of at least one year from date installation is accepted. Contractor and/or manufacturer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty periods.
- I. **PERMITS:** Contractor shall be exempt from application for any and all permits from any state, district, county, or municipal authority in pursuit of performance of this bid. However, the contractor shall liaison with the assigned District staff member to ensure strict compliance with the State Uniform Building Code for Public Education Facilities Construction. All work will be accomplished in strict accordance with specifications set forth herein, and all applicable codes, ordinances and permits.
- J. **LIQUIDATED DAMAGES:** Should the contractor fail to complete the work within the time specified on the purchase order, and provided the contractor has not previously obtained an extension of time, the School District reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of \$250.00 per day for each calendar day that work remains uncompleted after the time allotted.

The date of completion of the work will be the date certified by the District's inspector that project is complete in accordance with the provisions of the purchase order and this Invitation to Bid.

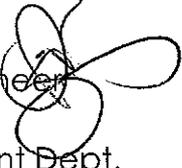


CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 12/14/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
Patricia Roebing, PE, Assistant City Manager – City Engineer 
Jesus Merejo, Director of Utility Systems
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20160031 – Two (2) New Ford F150 Extended Cab
4x4 XIE

Submittal Date: 12/1/2015

STRATEGIC PLAN LINK: Goals 2018, Goal 1, Financially Sound City, High Performance City Organizations, "Provide adequate resources to support City Services and levels".

BACKGROUND: The Utility Systems Department is in need of purchasing two (2) new 2016 Ford F150 Extended Cab 4x4 XIE. 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.

ANALYSIS: Staff has reviewed the Florida Sheriff's Contract cost for two (2) new Ford F150 extended cab 4x4 XIE. The cost per vehicle is \$24,646.00 for the 2016 year models. The State Contract pricing for the 2016 vehicles would cost approximately \$2,195.00 more per vehicle. The City will have an approximate cost savings of \$4,390.00 by purchasing these from the FSA Contract. A fuel comparison was done for this vehicle and the new vehicles would be a cost avoidance to the City.

FINANCIAL INFORMATION: Funds are available in the Utility Systems Department.

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 # 15-23-0904, to purchase two (2) vehicles from Duval Ford for a total cost, of \$49,292.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Florida Sheriffs Association, Quote from Duval Ford, FSA Vehicle Specifications and 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.

RECEIVED

DEC 01 2015

City Manager's Office



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #48)</u>			
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Western	\$23,896.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Northern	\$23,746.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Central	\$23,646.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Southern	\$23,746.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Western	\$24,667.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Northern	\$24,592.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Central	\$24,632.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Southern	\$24,642.00
Hub City Ford	2016 Ford F-150 (X1E)	★ Western	\$23,043.00
Duval Ford	2016 Ford F-150 (X1E)	★ Northern	\$22,962.00
Don Reid Ford	2016 Ford F-150 (X1E)	★ Central	\$22,993.00
Don Reid Ford	2016 Ford F-150 (X1E)	★ Southern	\$23,140.00
Garber Chevrolet Buick GMC	2016 GMC Sierra 1500 (TK15753)	Western	\$24,018.00
Garber Chevrolet Buick GMC	2016 GMC Sierra 1500 (TK15753)	Northern	\$23,918.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 GMC Sierra 1500 (TK15753)	Central	\$23,867.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 GMC Sierra 1500 (TK15753)	Southern	\$23,967.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Western	\$27,397.00
Rountree-Toyota	2016 Toyota Tundra Double Cab (8339)	Northern	\$27,067.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Central	\$27,197.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Southern	\$27,297.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #48

2016 Chevrolet Silverado 1500 (CK15753)
2016 Ram 1500 Quad Cab 4WD (DS6L41)
2016 Ford F-150 (X1E)
2016 GMC Sierra 1500 (TK15753)
2016 Toyota Tundra Double Cab (8339)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. **ENGINE:**

- a. Manufacturer's minimum 6 cylinder gasoline engine, alternator, battery and cooling package.

2. **TRANSMISSION/AXLES:**

- a. Manufacturer's standard automatic transmission and axles.
- b. Four wheel drive with automatic locking hubs, includes all required options.
- 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:**

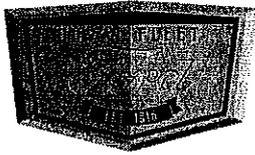
- a. Four wheel anti-lock brake ABS system.

7. **TIRES AND WHEELS:**

- a. Manufacturer's standard tires and wheels.
- b. Full size 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. Manufacturer's standard front and rear bumpers.
- d. Manufacturer's standard bed.



PORT ST LUCIE

Prepared for: PORT ST LUCIE JEANETTE THOMPSON 772-873-6431 JThompson@cityofpsl.com	Contract Holder Duval Ford Fleet Sales LAURA TORBETT (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 LAURA.TORBETT@DUVALFLEET.COM 1616 Cassat Ave. Jax, FL 32210	DATE: 11/24/15
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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 #15.13.0904 chassis / 15.23.0904. (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			
0	SPEC#48	2016 FORD F-150 4X4 EXTENDED CAB X1E	\$ 22,962.00
0	TBX	ALUMINUM TOOL BOX	\$ 395.00
0	96W	SPRAY IN BEDLINER	\$ 550.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	BUC	BACK UP CAMERA	\$ 695.00
0			\$ -
0			\$ -
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ -
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional	\$ -
0		fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is	\$ -
0		calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$ -
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit	\$ -
0		cost, where applicable, is derived per section 3.55 1	\$ -
0			\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies: \$145	\$ -
	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			\$ 24,646.00
TOTAL QUANTITY		2	TOTAL PURCHASE \$ 49,292.00



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4
SPECIFICATION #48**

2016 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:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

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 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

Order Code	Delete Options	Western	Northern	Central & Southern
	AM/FM stereo radio	NA	NA	NA
	Air conditioning	NA	NA	NA
	Full size spare tire and rim	NA	NA	NA
XL6 ¹ DXL6 ²	Limited slip differential on 4-wheel drive <i>Not available when included within a particular option or group in the add options section.²</i>	\$100.00 ¹	\$100.00 ²	\$200.00

Order Code	Add Options	Western	Northern	Central & Southern
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Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

99P ¹ 99F ² 99P ³	Engine upgrade - specify 2.7L I-6 ENG ¹ 5.0L V8 with Flex-Fuel Capability - Standard on 4x4 with 163.7" WB ² 2.7 ECO BOOST ³	\$794.00 ¹	\$1,594.00 ²	\$794.00 ³
99F ¹ 99P ² 99F ³	Engine upgrade - specify 5.0L I-8 ENG ¹ 2.7L I6 EcoBoost ¹ with Auto-Start/Stop Technology System (SA) on 4x4 with 163.7" WB). For 3.5L V6 EcoBoost ¹ use \$1994. ² 5.0L I-8 ³	\$1,595.00 ¹	\$794.00 ²	\$1,594.00 ³
68G ¹ 68G ² 99G ³	Bi-fuel model - specify REQ 5.0L I-6 ENG ¹ CNG/Propane Gaseous Engine Prep Pack (req. 99F 5.0L V8 engine) - Late Availability. Includes: Hardened Engine Intake Valves and Valve Seats, Bi-Fuel 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 w/Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. Ford Motor Company 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 applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies with U.S. ² 3.5 ECO BOOST ³	\$314.00 ¹	\$314.00 ²	\$1,994.00 ³
68G ¹ 68G ²	CNG model - specify REQ 5.0L I-8 ENG ¹ CNG/Propane Gaseous Engine Prep Pack (req. 99F 5.0L V8 engine) - Late Availability. Includes: Hardened Engine Intake Valves and Valve Seats, Bi-Fuel 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 w/Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. Ford	\$314.00 ¹	\$314.00 ²	\$1,295.00

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

Motor Company does not provide an exhaust or evaporative emissions certificate w/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 w/all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S.

CNG ¹	CNG conversion (discuss with dealer)	\$12,996.00 ¹	\$12,450.00 ²	\$1,295.00
CNG ²	REQ 5.0L V-8 ENG ¹ Requires 68G \$314 and 99F \$1594. Bifuel/dedicated 24 GGE system. ²			
LPG ¹	LPG conversion (discuss with dealer)	\$12,996.00 ¹	NA	NA
	REQ 5.0L V-8 ENG ¹			
	Battery. 650 cca or greater	NA	NA	NA
	Dual batteries	NA	NA	NA
627-99F-XL6-53A-163	7,700 lbs. GVWR	\$3,889.00 ¹	\$1,499.00 ²	\$4,640.00 ³
W-BASE ¹	Increases GVWR to 7600 lbs. on XL and 7850 lbs. on XLT for improved payload and towing. Not available with: 2.7L V6 EcoBoost engine (99P), 145" WB on XL.			
627 ²	XLT, XL/XLT Chrome Appearance Package (86A, 86B), XL/XLT Sport Appearance Package (86I, 86J) Requires: Trailer Tow Package (53A) required when ordered with 5.0L Engine (99F). Max Trailer Tow Package (53C) required when ordered with 3.5L EcoBoost® Engine (99G) Includes: 3.73			
627 ³	Electronic-locking rear axle, 9.75" gear set, LT245-70R17E BSW all-terrain tires (A7) (T7C) (XL only), LT275-65R18C OWL all-terrain tires (A7) (T8C) (XLT). Upgraded springs and auxiliary transmission oil cooler, XL: 17" Silver Steel Heavy-Duty Payload Pkg. wheels (64H), XLT: 18" Silver Aluminum Heavy-Duty Payload Pkg. wheels (64H) Optional Equipment: XL: 18" Silver Aluminum Heavy-Duty Payload Pkg. wheels (64H) LT275-65R18C OWL all-terrain tires (A7) (T8C) are included with the Unique 18" Aluminum wheels (64H); USE \$1694 FOR XLT ²			
	REQUIRES 8 FOOT BED ³			
67T ¹	Electric brake controller	\$274.00 ¹	\$274.00 ²	\$274.00 ³
67T ²	Integrated Trailer Brake Controller free, 53B Class II Trailer Hitch or 53A			
67T ³	Trailer Tow Pkg.; incl. with 53C Max Trailer Tow Pkg. ²			
	Traction control	Std	Std ²	Std
	AdvanceTrac w/RSC (Roll Stability Control)™ ²			
101A-300A ¹	Manufacturer's model upgrade package (specify pkg. bid)	\$1,304.00 ¹	\$4,000.00 ²	\$4,124.00 ³
X1E, 300A ²	101A XL OR UPGRADE PKG 300A XLT PKG \$5,299.00 ¹			
XLT ³	F150 MODEL WITH XLT PACKAGE: EXTERIOR BoxLink™ includes four (4) premium locking cleats, Bumper-Front-Chrome with Body-color Fascia Bumper-Rear-Chrome, Fog Lamps, Grille-chrome Chrome Surround and Black Mesh Insert, mirrors, Sideview-Manual-folding, Power Glass with Black Skull Caps, Perimeter Anti-Theft Alarm, SecuriCode Keyless Entry Keypad, Driver's Side, Wheels-17" Silver Painted Aluminum INTERIOR/COMFORT AC-Chrome Ring w/ Obsidian Vanes, AM/FM Single-CD, Carpet-w/Floor Mats, Compass, Cruise Control, Delayed Accessory Power, Illuminated Entry, MyKey, Power Locks with Flip Key and Integrated Key, Transmitter Keyless Entry (incl. Autolock) Power Tailgate Lock, Power Windows(Front/Rear)-One-touch, Rear Window with Fixed Privacy Glass, Scuff Plates, Cloth-40/20/40 hambar, Armrest w/storage, SYNC® 4.2" LCD Display in Center Stack, Applink™— One(1) Smart Charging USB port, Visors Mirrors. ²			
CG ¹	Seat trim upgrade - specif	NC ¹	NC ²	NC ³
CG ²	40/20-40 Cloth, included in upgrade package 300a ²			
	CLOTH ³			

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00
85A ¹	Power windows/door locks		\$1,169.00 ¹	\$1,169.00 ² \$1,169.00 ³
85A ²	<i>XL POWER EQUIPMENT GROUP (85A) Availability: Included on XL Mid (101a/300a) Opt. XL Base Includes: Autolamp - Auto On/Off Headlamps with Rainlamp Windshield Wipers Daytime Running Lamps (DRL) (On/Off Cluster Controllable) (when the non-controllable 942 Daytime Running Lamps (DRL) option is selected, it will replace the controllable DRL) Manual-folding, Dual Power Glass Sideview Mirrors with Black Skull Caps Illuminated Entry MyKey® Owner Controls Feature Perimeter Alarm Power Locks with Flip Key and Integrated Key Transmitter keyless-entry (includes Autolock) Power Tailgate Lock Power Windows (front and rear on SuperCab specifications) ²</i>			
85A ³				
50S ¹	Speed control		\$224.00 ¹	\$224.00 ² \$224.00 ³
50S ²	<i>included in model upgrade packages 101a, 300a ²</i>			
50S ³				
	Tilt steering wheel		Std	Std Std
	Passenger dome lamp		Std	Std NA
VG ¹	Bucket seats in lieu of bench seat		\$294.00 ¹	\$294.00 ² \$294.00 ³
WG ²	<i>• Cloth 40" Console/40 Front Seats with Flow-through Console and steering column-mounted shift. XL model. With XLT model upgrade use (VG); • Cloth 40" Console/40 Front Seats with four-way adjustable driver/passenger headrests manual driver/passenger lumbar (Base), power driver/manual passenger lumbar (Mid), power driver/passenger lumbar (Luxury). Flow-through Console and steering column-mounted shift at \$294 ²</i>			
BS ³				
168 ¹	Carpet in lieu of rubber floor covering		\$144.00 ¹	\$144.00 ² \$94.00 ³
168 ²	<i>Color-coordinated Carpet w/Carpeted Matching Floor Mats, included in XLT 300a ²</i>			
168 ³				
47R ¹	Floor mats		\$94.00 ¹	\$94.00 ² \$74.00
47R ²	<i>All-Weather Rubber Floor Mats (req. 168 Color-coordinated Carpet w/Carpeted Matching Floor Mats) ²</i>			
924 ¹	Deep-tinted glass		\$99.00 ¹	\$99.00 ² \$395.00
924 ²	<i>Rear window. Fixed Privacy Glass with 57Q Defroster, included with 300a. Not with 101a package. For dealer added inv addl \$345 ²</i>			
435 ²	Sliding rear window		NA	\$449.00 ² \$449.00 ³
435 ³	<i>Power-sliding Rear Window -- XL (including 57Q & 924) Use \$349 with Power-sliding Rear Window -- XLT (including 57Q) ²</i>			
58B ¹	AM/FM radio with single CD		\$289.00 ¹	\$289.00 ² \$289.00 ³
58B ²	<i>Included in upgrade packages ²</i>			
58B ³				
	On-Star		NA	NA NA
58C ¹	Satellite radio		\$484.00 ¹	\$484.00 ² NA
58C ²	<i>Single-CD w/SiriusXM Satellite Radio With 101A or 300A use \$194 ²</i>			
AK-KF ¹	Additional Key(s) or Key Fob(s) when applicable		\$296.00 ¹	\$300.00 ² \$250.00 ³
3K ²	<i>Use \$76 for simple fleet key. Included with RFC ²</i>			
DLR ³				
	Side air bags		Std	Std Std
WB-163 ¹	Long bed in lieu of short bed		\$1,909.00 ¹	Incl. ² \$1,844.00 ³
8 BOX ²	<i>REQ UPGRADE ENG 5.0L 1-8 ¹</i>			
163 ³	<i>Included in XLE 163 model upgrade with 163 inch wheelbase frame. ²</i>			

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00
LHP-6" ¹ LSL ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>For Go-Light remote operated spot light add \$649 includes bed mounted Pole in lieu of roof mount. ²</i>		\$696.00 ¹	\$495.00 ² \$495.00
L & RHP-6" ¹ 2SL ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>For Go-Light remote operated spot light add \$649 includes bed mounted Pole in lieu of roof mount. ²</i>		\$969.00 ¹	\$796.00 ² \$895.00
VVST ¹ VV ²	Vent visors - stick-on style		\$144.00 ¹	\$160.00 ² \$250.00
RSFS ¹ RS ²	Rainshields - flange style		\$144.00 ¹	\$160.00 ² \$250.00
BUG ¹ BS ²	Bug shield		\$396.00 ¹	\$195.00 ² \$395.00
54M-54Y ¹ 54M ² DLR ³	Trailer tow mirrors <i>Manual-folding, Manually Telescoping, Manual Glass Trailer Tow Mirrors with Black Skull Caps (NA with 998 3.5L V6 Ti-VCT engine, 85A XL Power Equipment Group; req. 53A Trailer Tow Pkg. or 53C Max Trailer Tow Pkg.; 54Y (\$394 xl or \$274 with XLT 300a); 59s (\$174). Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps (NA with 998 3.5L V6 Ti-VCT engine; req. 85A XL Power Equipment Group; and 53A Trailer Tow Pkg. or 53C Max Trailer Tow Pkg.)</i>		\$394.00 ¹	\$89.00 ² \$394.00 ³
WGG ¹ WGG ² WGG ³	Wrap-around grille guard <i>Required with Winch Sku at \$1295 ²</i>		\$1,696.00 ¹	\$1,296.00 ² \$1,295.00 ³
ATB ¹ TBX ²	Aluminum tool box <i>Single Lid Locking ²</i> WEATHER GUARD TOOL BOX 795.00 ³		\$4,474.00 ¹	\$395.00 ² \$550.00 ³
96P ¹ 96P ² 96P ³	Bedliner <i>Plastic drop in bed liner with tailgate protector. Rubber bed mat add \$160 ²</i>		\$279.00 ¹	\$349.00 ² \$349.00 ³
96W ¹ 96W ² 96W ³	Spray-on bedliner (Rhino, Line-X or approved equivalent) <i>For Heavy Duty dealer installed Line-x brand use \$550.00. ²</i>		\$474.00 ¹	\$494.00 ² \$474.00 ³
53B ¹ HD TOW ² 53A ³	Tow hooks Class IV hitch and ball <i>INC 2" BALL PIN & CLIP ¹</i> <i>Includes (53b) Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin 7-pin wiring, Class IV trailer hitch receiver), draw bar, pin clip, 2 inch ball, and plug. ²</i>			Std Std NA \$192.00 ¹ \$659.00 ² \$894.00 ³
8LB-W ¹ 8KW ²	8,000 lb. winch with remote <i>Requires WGG, Win or equal ²</i>		\$1,696.00 ¹	\$1,295.00 ² \$1,695.00

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00
53A ¹	Heavy duty towing package up to 5,000 lbs. with appropriate hitch		\$596.00 ¹	\$494.00 ² \$925.00 ³
53A ²	INC 2" BALL PIN & CLIP ¹			
53A ³	Trailer Tow Package - XL Base: incl. Smart Trailer Tow Connector. 4-pin/7-pin wiring. Class II trailer hitch receiver. upgraded front stabilizer bar. auxiliary transmission oil cooler; (Pro Trailer Backup Assist (47E) is optional on XL Base ADD \$400 (47E requires 76C and 85A); 998 3.5L V6 Ti-VCT incl. Engine Oil Cooler. FOR XLT MODEL UPGRADE 47E and 76C are required plus ADD \$395. ²			
53C-99G ¹	Heavy duty towing package up to 7,200 lbs. with appropriate hitch		\$3,089.00 ¹	\$794.00 ² \$2,519.00 ³
53C ²	INC 2" BALL PIN CLIP REQ UPGRADE ENG (3.5L ECOBOOST ENG) ¹			
53A/99F ³	Max Trailer Tow Package (req. 3.5L V6 EcoBoost®) - XL Base: incl. Smart Trailer Tow Connector. 4-pin/7-pin wiring. Class II trailer hitch receiver. upgraded front stabilizer bar. auxiliary transmission oil cooler (Pro Trailer Backup Assist (47E) is optional on XL Base ADD \$400 (47E requires 76C and 85A), MAX TRAILER TOW PACKAGE (53C) Not available with: 3.7L V6 EcoBoost® Payload Pkg. (622) Requires: 3.5L EcoBoost® Engine (99G) includes: 3.55 Electronic-locking rear axle (axle is changed to 3.73 Electronic-locking differential if ordered with Heavy-Duty Payload Pkg. (627; use \$694) 4-pin/7-pin wiring harness Auxiliary transmission oil cooler Class II trailer hitch receiver Smart Trailer Tow Connector (standard on Lariat and higher) Integrated Trailer Brake Controller Upgraded front stabilizer bar Upgraded rear bumper. Includes pin clip and plug. FOR XLT MODEL UPGRADE 47E and 76C are required plus ADD \$395. ²			
413 ¹	Skid plates		\$159.00 ¹	\$159.00 ² \$144.00 ³
413 ²				
413 ³				
FTC ¹	Fiberglass tonneau cover (painted to match)		\$1,696.00 ¹	\$1,495.00 ² \$1,495.00
FTC ²	For Retrax brand locking retractable cover use \$1396. for rolllock brand use \$1496. ²			
FCHT ¹	Fiberglass cab high topper with front, side and rear windows		\$1,896.00 ¹	\$1,695.00 ² \$1,895.00
FCHT ²	(painted to match)			
	Add \$395 for side access windows. ²			
942 ¹	Daytime running lights		\$44.00 ¹	\$44.00 ² \$44.00 ³
942 ²				
942 ³				
	Immobilize daytime running lights		NA	Std NA
T7C ²	All terrain tires in lieu of all season tires		Std	NC ² Std
	LT245/70R17E BSW all-terrain tires (A/T) (incl. in 627 Heavy-Duty Payload Pkg.) ²			
NFT ¹	Nitrogen filled tires including spare tire		\$199.00 ¹	\$225.00 ² \$200.00
N2 ²				
	Full size spare tire and rim		Std	Incl. Std
	Midbox body option		NA	NA NA
STC ¹	Steel truck cap		\$7,996.00 ¹	\$8,545.00 ² \$3,995.00
SKCOMPAK ²	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 \$1,335. Add Service Pkg for \$2,985. ²			
CSHR ¹	Cab shield headache rack (protects back of cab)		\$696.00 ¹	\$595.00 ² \$1,295.00
CS ²	Add \$300 for beacon plates left and right. ²			

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00
PR-EMB ¹ PRPU ²	Pipe rack w/expanded metal basket over cab (for pickup bed)	\$1,896.00 ¹	\$1,796.00 ²	\$1,695.00
	Pipe rack w/expanded metal basket over cab (for utility body)	NA	NA	NA
SLRS ¹ SLR ²	Single ladder rack side mounted (specify street or curbside)	\$1,396.00 ¹	\$1,196.00 ²	\$1,495.00
153 ¹ 153 ² 153 ³	Front license bracket	NC ¹	NC ²	NC ³
85H ¹ 85H ² 85H ³	Backup alarm, factory installed	\$99.00 ¹	\$124.00 ²	\$124.00 ³
BAD ¹ BUA ²	Backup alarm, dealer installed <i>Whelen. Ecco included in Long wheel base optional model upgrade. ²</i>	\$99.00 ¹	\$150.00 ²	\$100.00
76C ¹ 76C ² 76C ³	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed <i>REQ POWER WINDOW & DOOR LOCKS ¹</i> <i>FOR Pro Trailer Backup Assist (47E):req. Rear View Camera (76C). 85A Power Equipment Group and 53B Class IV Trailer Hitch, 53A Trailer Tow Package or 53C Atax Trailer Tow Package.) Add \$394 • Provides added driver convenience and awareness when backing a hitched conventional trailer by allowing the driver to "steer the trailer" instead of steering the truck • Activated and operated by the control knob located on the instrument panel below the 4x4 rotary control switch (if equipped) • Works in conjunction with EPAS, rearview camera and center stack screens • Includes a tailgate LED to aid in nighttime trailer hook-up • Store and recall up to 10 different conventional trailers • System is limited to 5mph and is over ridden when the driver turns the steering wheel • Available with any of the Trailer Tow Packages</i>	\$249.00 ¹	\$249.00 ²	\$1,219.00 ³
BUC ¹ BUC ² BUC ³	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	NA ¹	\$695.00 ²	\$795.00 ³
X1E.163 ² DLR ³	Optional equipment - specify <i>F150 Model upgrade including long 163 inch wheelbase and 8 Foot Pick up Bed. Deletes 6.5 ft bed. Required with HD payload upgrade. Includes Ecco Buc. ²</i> <i>AMBER LED LIGHT BAR ³</i>	NA	\$585.00 ²	\$1,795.00 ³
LG12 ² DLR ³	Optional equipment - specify <i>Thimpen 1200 Liftgate Series ²</i> <i>BEACON ³</i>	NA	\$2,700.00 ²	\$495.00 ³
LTS ² DLR ³	Optional equipment - specify <i>Havis laptop stand universal. For inverter add \$400 ²</i> <i>RAM LAP TOP STAND ³</i>	NA	\$695.00 ²	\$695.00 ³
RPO ² DLR ³	Optional equipment - specify <i>Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com ²</i> <i>SOPE TOOL BOX ³</i>	NA	(\$1.00) ²	\$495.00 ³

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	* Western	* Northern	* Central	* Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00
RFC ²	Optional equipment - specify <i>Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55²</i>		NA	\$395.00 ²
LRPH ¹ LABOR ² DLR ³	Labor rate per hour <i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EPT certified installation, wire loom, connectors, prep kit and consultation²</i>		\$89.00 ¹	\$145.00 ² \$85.00 ³
NST ¹ TAG ² DLR ³	New state tag (specify state, county, city, sheriff, etc.) <i>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: DHSMT Procedure TL-10, TTL-10; http://www3.flhsmv.gov/DAM/Proc/TL/TL-10.PDF²</i>		\$165.00 ¹	\$130.00 ² \$250.00 ³
TER ¹ TX ² DLR ³	Transfer existing registration (must provide tag number) <i>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. DHSMT Procedure TL-10, TTL-10; http://www3.flhsmv.gov/DAM/Proc/TL/TL-10.PDF²</i>		\$100.00 ¹	\$85.00 ² \$150.00 ³
TEMP TAG ¹ TEMP ² DLR ³	Temporary tag		\$36.00 ¹	\$6.00 ² \$35.00 ³
MPP575 ²	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan, 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.²</i>		NA	\$1,860.00 ²
MPP675 ²	Maintenance Plan - specify <i>6 Year 75,000 mile Premium Maintenance Plan, 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.²</i>		NA	\$1,905.00 ²
MPP610 ²	Maintenance Plan - specify <i>6 Year 100,000 mile Premium Maintenance Plan, 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.²</i>		NA	\$2,400.00 ²
6/100 ¹ DB575 ² ESP ³	Warranty - specify <i>POWERTRAIN CARE WITH (0) DEDUCTIBLES¹ 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 ESP April 2015 Pricing Guide. For Emergency Application Add \$605 surcharge² POWERTRAIN CARE 6/100 0 DED³</i>		\$1,910.00 ¹	\$1,590.00 ² \$1,910.00 ³

VEHICLE:	F-150 (X1E)				
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford	
ZONE:	* Western	* Northern	* Central	* Southern	
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00	
6/100 ¹ DE575 ² ESP ³	Warranty - specify BASE CARE WITH (0) DEDUCTIBLES ¹ 5 Yr 75,000 mile zero deductible EXTRA CARE plan. 5 Yr 100,000 mile zero deductible use \$2665. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. For Emergency Application Add \$535 surcharge ² BASE CARE 6-100 0 DED ³		\$2,355.00 ¹	\$1,860.00 ²	\$2,355.00 ³
6/100 ¹ DP575 ² ESP ³	Warranty - specify EXTRA CARE WITH (0) DEDUCTIBLES ¹ 5 Yr 75,000 mile zero deductible PREMIUM CARE plan. 5 Yr 100,000 mile zero deductible use \$3470. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. For Emergency Application Add \$505 surcharge ² EXTRA CARE 6-100 0 DED ³		\$2,850.00 ¹	\$2,615.00 ²	\$2,855.00 ³

Fuel Comparison

	2015 Chevrolet Silverado 1500 LTZ Z71	2015 Ford F-150 Lariat 4x4	2014 Ram 1500 Outdoorsman EcoDiesel 4x4
FUEL CAPACITY	26.0 gal	36.0 gal	26.0 gal
EPA CITY/HWY/COMB ECON	16/22/18 mpg	18/23/20 mpg	19/27/22 mpg
ENERGY CONS., CITY/HWY	211/153 kW-hrs/100 miles	187/147 kW-hrs/100 miles	199/140 kW-hrs/100 miles
CO2 EMISSIONS, COMB	1.06 lb/mile	0.97 lb/mile	1.01 lb/mile
RECOMMENDED FUEL	Unleaded regular	Unleaded regular	Diesel
REAL MPG, CITY/HWY/COMB	13/19/15 mpg	17/22/19 mpg	20/28/23 mpg
*SAE Certified **50-70-mph passing acceleration with 1,000 pounds of payload			



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*
Patricia Roebing, PE, Assistant City Manager – City Engineer
James Angstadt, Director of Public Works
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20160029 – Two (2) New Ford F150 Extended Cab
4x4 XIE

Submittal Date: 12/1/2015

STRATEGIC PLAN LINK: Goals 2018, Goal 1, Financially Sound City, High Performance City Organizations, “Provide adequate resources to support City Services and levels”.

BACKGROUND: The Public Works Department is in need of purchasing two (2) new 2016 Ford F150 Extended Cab 4x4 XIE. 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.

ANALYSIS: Staff has reviewed the Florida Sheriff's Contract cost for two (2) new Ford F150 extended cab 4x4 XIE. The cost per vehicle is \$28,271.00 for the 2016 year models. The State Contract pricing for the 2016 vehicles would cost approximately \$2,195.00 more per vehicle. The City will have an approximate cost savings of \$4,390.00 by purchasing these from the FSA Contract. A fuel comparison was done for this vehicle and the new vehicles would be a cost avoidance to the City

FINANCIAL INFORMATION: Funds are available in the Public Works Greenbelt & Water Maintenance and Traffic Control Improvement 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 # 15-23-0904, to purchase two (2) vehicles from Duval Ford for a total cost, of \$56,542.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Florida Sheriffs Association, Quote from Duval Ford, Solicitation Request, FSA Vehicle Specifications and 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.

RECEIVED

DEC 01 2015

City Manager's Office



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #48)</u>			
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Western	\$23,896.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Northern	\$23,746.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Central	\$23,646.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Southern	\$23,746.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Western	\$24,667.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Northern	\$24,592.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Central	\$24,632.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Southern	\$24,642.00
Hub City Ford	2016 Ford F-150 (X1E)	★ Western	\$23,043.00
Duval Ford	2016 Ford F-150 (X1E)	★ Northern	\$22,962.00
Don Reid Ford	2016 Ford F-150 (X1E)	★ Central	\$22,993.00
Don Reid Ford	2016 Ford F-150 (X1E)	★ Southern	\$23,140.00
Garber Chevrolet Buick GMC	2016 GMC Sierra 1500 (TK15753)	Western	\$24,018.00
Garber Chevrolet Buick GMC	2016 GMC Sierra 1500 (TK15753)	Northern	\$23,918.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 GMC Sierra 1500 (TK15753)	Central	\$23,867.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 GMC Sierra 1500 (TK15753)	Southern	\$23,967.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Western	\$27,397.00
Rountree-Toyota	2016 Toyota Tundra Double Cab (8339)	Northern	\$27,067.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Central	\$27,197.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Southern	\$27,297.00



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4
SPECIFICATION #48

2016 Chevrolet Silverado 1500 (CK15753)
2016 Ram 1500 Quad Cab 4WD (DS6L41)
2016 Ford F-150 (X1E)
2016 GMC Sierra 1500 (TK15753)
2016 Toyota Tundra Double Cab (8339)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. **ENGINE:**

- a. Manufacturer's minimum 6 cylinder gasoline engine, alternator, battery and cooling package.

2. **TRANSMISSION/AXLES:**

- a. Manufacturer's standard automatic transmission and axles.
- b. Four wheel drive with automatic locking hubs, includes all required options.
- 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:**

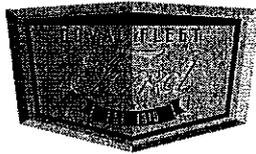
- a. Four wheel anti-lock brake ABS system.

7. **TIRES AND WHEELS:**

- a. Manufacturer's standard tires and wheels.
- b. Full size 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. Manufacturer's standard front and rear bumpers.
- d. Manufacturer's standard bed.



PORT ST LUCIE

Prepared for: PORT ST LUCIE SHERRI HAWES SHAWES@CITYOFPSL.COM	Contract Holder Duval Ford Fleet Sales MATT FORTE (Work) 904-388-2144 (Fax) 904-387-6816 (Call) 904-505-9682 MATT.FORTE@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	DATE: 11/20/15
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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 #15.13.0904 chassis / 15.23.0904. (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 48	2016 FORD F150 EXTENDED CAB 4X4 X1E	\$ 22,962.00
0	99F	3.5L V6 ENGINE	\$ 1,594.00
0	67T	TRAILER BRAKE CONTROLLER	\$ 274.00
0	HD TOW	HD TRAILER TOW PACKAGE WITH BAR AND BALL	\$ 659.00
0	ECCO	BACK UP ALARM INCLUDED IN X1E.163 LONG WHEEL BASE LINE	\$ -
0	3K	2 ADDITIONAL SIMPLE KEY NO FOB AT \$76 PER KEY	\$ 152.00
0	TBX	ALUMINUM TOOL BOX	\$ 395.00
0	96W	HD SPRAY IN BEDLINER INCLUDES TAILGATE	\$ 550.00
3	W-VERTEX	VTX609 4 CORNER VERTEX CLEARS 4-9' CABLES WITH IN-LINE LAMP DRIVER	\$ 270.00
0	X1E.163	LONG WHEEL BASE TO GET 8' PICK UP BOX AND ECCO BACK UP ALARM	\$ 585.00
0			\$ -
0			\$ -
0			\$ -
0			\$ -
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ 395.00
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional	\$ -
0		fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is	\$ -
0		calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$ -
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit	\$ -
0		cost, where applicable, is derived per section 3.55 1	\$ -
0			\$ -
3	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$145 \$ 435.00
UNIT COST			\$ 28,271.00
TOTAL QUANTITY		2	TOTAL PURCHASE \$ 56,542.00



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4
SPECIFICATION #48**

2016 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:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

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 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

Order Code	Delete Options	Western	Northern	Central & Southern
	AM/FM stereo radio	NA	NA	NA
	Air conditioning	NA	NA	NA
	Full size spare tire and rim	NA	NA	NA
XL6 ¹ DXL6 ²	Limited slip differential on 4-wheel drive <i>Not available when included within a particular option or group in the add options section.</i> ²	\$100.00 ¹	\$100.00 ²	\$200.00

Order Code	Add Options	Western	Northern	Central & Southern
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Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

99P ¹ 99F ² 99P ³	Engine upgrade - specify 2.7L V-6 ENG ¹ 5.0L V8 with Flex-Fuel Capability - Standard on 4x4 with 163.7" WB ² 2.7 ECO BOOST ³	\$794.00 ¹	\$1,594.00 ²	\$794.00 ³
99F ¹ 99P ² 99F ³	Engine upgrade - specify 5.0L V-8 ENG ¹ 2.7L V6 EcoBoost [®] with Auto Start/Stop Technology System (NA on 4x4 with 163.7" WB). For 3.5L V6 EcoBoost [®] use \$1994. ² 5.0L V-8 ³	\$1,595.00 ¹	\$794.00 ²	\$1,594.00 ³
68G ¹ 68G ² 99G ³	Bi-fuel model - specify REQ 5.0L V-6 ENG ¹ CNG/Propane Gaseous Engine Prep Pack (req. 99F 5.0L V8 engine) - Late Availability. Includes: Hardened Engine Intake Valves and Valve Seats, Bi-Fuel manifold. NOTE: This package does not include CNG/ Propane fuel tanks, lines, etc. Vehicle will be equipped w/the standard factory gasoline fuel system. Additional equipment combined w/Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/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 w/all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body- builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S. ² 3.5 ECO BOOST ³	\$314.00 ¹	\$314.00 ²	\$1,994.00 ³
68G ¹ 68G ²	CNG model - specify REQ 5.0L V-8 ENG ¹ CNG/Propane Gaseous Engine Prep Pack (req. 99F 5.0L V8 engine) - Late Availability. Includes: Hardened Engine Intake Valves and Valve Seats, Bi-Fuel manifold. NOTE: This package does not include CNG/ Propane fuel tanks, lines, etc. Vehicle will be equipped w/the standard factory gasoline fuel system. Additional equipment combined w/Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. Ford	\$314.00 ¹	\$314.00 ²	\$1,295.00

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

Motor Company does not provide an exhaust or evaporative emissions certificate w/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 w/all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body- builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S.²

CNG ¹	CNG conversion (discuss with dealer)	\$12,996.00 ¹	\$12,450.00 ²	\$1,295.00
CNG ²	REQ 5.0L V-8 ENG ¹ Requires 68G \$314 and 99F \$1594. Bifuel/dedicated 24 GGE system. ²			
LPG ¹	LPG conversion (discuss with dealer)	\$12,996.00 ¹	NA	NA
	REQ 5.0L V-8 ENG ¹			
	Battery, 650 cca or greater	NA	NA	NA
	Dual batteries	NA	NA	NA
627-99F-XL6-53A-163	7,700 lbs. GVWR	\$3,889.00 ¹	\$1,499.00 ²	\$4,640.00 ³
W-BASE ¹	Increases GVWR to 7600 lbs. on XL and 7850 lbs. on XLT for improved payload and towing. Not available with: 2.7L V6 EcoBoost engine (99P). 145" WB on XL, XLT, XL/XLT Chrome Appearance Package (86A, 86B), XL/XLT T.Sport Appearance Package (861, 862) Requires: Trailer Tow Package (53A) required when ordered with 5.0L Engine (99F), Max Trailer Tow Package (53C) required when ordered with 3.5L EcoBoost® Engine (99G) Includes: 3.73 Electronic-locking rear axle, 9.75" gear set, LT245/70R17E BSW all-terrain tires (A/T) (T7C) (XL only), LT275/65R18C OWL all-terrain tires (A/T) (T8C) (XLT), Upgraded springs and auxiliary transmission oil cooler. XL: 17" Silver Steel Heavy-Duty Payload Pkg. wheels (64W), XLT: 18" Silver Aluminum Heavy-Duty Payload Pkg. wheels (64H) Optional Equipment: XL: 18" Silver Aluminum Heavy-Duty Payload Pkg. wheels (64H) (LT275/65R18C OWL all-terrain tires (A/T) (T8C) are included with the Unique 18" Aluminum wheels (64H)) USE \$1694 FOR XLT ²			
627 ²	REQUIRES 8 FOOT BED ³			
627 ³				
67T ¹	Electric brake controller	\$274.00 ¹	\$274.00 ²	\$274.00 ³
67T ²	Integrated Trailer Brake Controller (req. 53B Class IV Trailer Hitch or 53A Trailer Tow Pkg.; incl. with 53C Max Trailer Tow Pkg. ²			
67T ³				
	Traction control	Std	Std ²	Std
	AdvanceTrac w/RSC (RollStabilityControlTM) ²			
101A-300A ¹	Manufacturer's model upgrade package (specify pkg. bid)	\$1,304.00 ¹	\$4,000.00 ²	\$4,124.00 ³
X1E.300A ²	101A XL OR UPGRADE PKG 300A XLT PKG \$5,299.00) ¹			
XLT ³	F150 MODEL WITH XLT PACKAGE: EXTERIOR BoxLinkTM(includes four (4) premium locking cleats), Bumper,Front-Chrome with Body-color Fascia, BumperRear-Chrome, FogLamps, Grille-chrome Chrome Surround and Black Mesh Insert, mirrors, Sideview-Manual-folding,Power Glass with Black Skull Caps, Perimeter Anti-Theft Alarm, SecuriCode Keyless Entry Keypad, Driver's Side.Wheels-17"Silver Painted Aluminum INTERIOR/COMFORT AC-Chrome Ring w/ Obsidian Vanes, AM/FM Single-CD, Carpet-w/FloorMats, Compass,Cruise Control,Delayed Accessory Power, Illuminated Entry, MyKey, Power Locks with Flip Key and Integrated Key, Transmitter Keyless Entry (incl. Autolock) Power Tailgate Lock, Power Windows(Front/Rear)-One-touch, Rear Window with Fixed Privacy Glass, Scuff Plates, Cloth40/20/40 hmbur .Armrest w/storage, SYNC® 4.2"LCD Display in CenterStack. ApplinkTM,- One(1)Smart Charging USB port. Visors Mirrors. ²			
CG ¹	Seat trim upgrade - specif	NC ¹	NC ²	NC ³
CG ²	40/20/40 Cloth. included in upgrade package 300a ²			
	CLOTH ³			

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

85A ¹	Power windows/door locks <i>XL POWER EQUIPMENT GROUP (85A) Availability: Included on XL Mid (101a/300a) Opt. XL Base Includes: Autolamp - Auto On/Off Headlamps with Rainlamp Windshield Wipers Daytime Running Lamps (DRL) (On/Off Cluster Controllable) (when the non-controllable 942 Daytime Running Lamps (DRL) option is selected, it will replace the controllable DRL) Manual-folding, Dual Power Glass Sideview Mirrors with Black Skull Caps Illuminated Entry MyKey® Owner Controls Feature Perimeter Alarm Power Locks with Flip Key and Integrated Key Transmitter keyless-entry (includes Autolock) Power Tailgate Lock Power Windows (front and rear on SuperCab specifications) ²</i>	\$1,169.00 ¹	\$1,169.00 ²	\$1,169.00 ³
85A ²				
85A ³				
50S ¹	Speed control <i>Included in model upgrade packages 101a, 300a ²</i>	\$224.00 ¹	\$224.00 ²	\$224.00 ³
50S ²				
50S ³				
	Tilt steering wheel	Std	Std	Std
	Passenger dome lamp	Std	Std	NA
VG ¹	Bucket seats in lieu of bench seat <i>• Cloth 40/Console/40 Front Seats with Flow-through Console and steering column-mounted shift XL model. With XLT model upgrade use (UG): • Cloth 40/Console/40 Front Seats with four-way adjustable driver/passenger headrests, manual driver/passenger lumbar (Base), power driver/manual passenger lumbar (Mid), power driver/passenger lumbar (Luxury). Flow-through Console and steering column-mounted shift at \$294 ²</i>	\$294.00 ¹	\$294.00 ²	\$294.00 ³
WG ²				
BS ³				
168 ¹	Carpet in lieu of rubber floor covering <i>Color-coordinated Carpet w/Carpeted Matching Floor Mats, included in XLT 300a ²</i>	\$144.00 ¹	\$144.00 ²	\$94.00 ³
168 ²				
168 ³				
47R ¹	Floor mats <i>All-Weather Rubber Floor Mats (req. 168 Color-coordinated Carpet w/Carpeted Matching Floor Mats) ²</i>	\$94.00 ¹	\$94.00 ²	\$74.00
47R ²				
924 ¹	Deep tinted glass <i>Rear window, Fixed Privacy Glass with 57Q Defroster, Included with 300a. NA with 101a package. For dealer added tint add \$345 ²</i>	\$99.00 ¹	\$99.00 ²	\$395.00
924 ²				
435 ²	Sliding rear window <i>Power-sliding Rear Window - XL (Including 57Q & 924) Use \$349 with Power-sliding Rear Window - XLT (Including 57Q) ²</i>	NA	\$449.00 ²	\$449.00 ³
435 ³				
58B ¹	AM/FM radio with single CD <i>Included in upgrade packages ²</i>	\$289.00 ¹	\$289.00 ²	\$289.00 ³
58B ²				
58B ³				
	On-Star	NA	NA	NA
58C ¹	Satellite radio <i>Single-CD w/SiriusXM Satellite Radio With 101A or 300A use \$194 ²</i>	\$484.00 ¹	\$484.00 ²	NA
58C ²				
AK-KF ¹	Additional Key(s) or Key Fob(s) when applicable <i>Use \$76 for simple fleet key, Included with RFC ²</i>	\$296.00 ¹	\$300.00 ²	\$250.00 ³
3K ²				
DLR ³				
	Side air bags	Std	Std	Std
WB-163 ¹	Long bed in lieu of short bed <i>REQ UPGRADE ENG 5.0L V-8 ¹</i> <i>Included in X1E.163 model upgrade with 163 inch wheelbase frame. ²</i>	\$1,909.00 ¹	Incl. ²	\$1,844.00 ³
8 BOX ²				
163 ³				

VEHICLE:	F-150 (X1E)				
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00	
LHP-6" ¹ LSL ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>For Go-Light remote operated spot light add \$649 includes bed mounted Pole in lieu of roof mount. ²</i>	\$696.00 ¹	\$495.00 ²	\$495.00	
L & RHP-6" ¹ 2SL ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>For Go-Light remote operated spot light add \$649 includes bed mounted Pole in lieu of roof mount. ²</i>	\$969.00 ¹	\$796.00 ²	\$895.00	
VVST ¹ VV ²	Vent visors - stick-on style	\$144.00 ¹	\$160.00 ²	\$250.00	
RSFS ¹ RS ²	Rainshields - flange style	\$144.00 ¹	\$160.00 ²	\$250.00	
BUG ¹ BS ²	Bug shield	\$396.00 ¹	\$195.00 ²	\$395.00	
54M-54Y ¹ 54M ² DLR ³	Trailer tow mirrors <i>Manual-folding, Manually Telescoping, Manual Glass Trailer Tow Mirrors with Black Skull Caps (NA with 998 3.5L V6 Ti-VCT engine, 85A XL Power Equipment Group; req. 53A Trailer Tow Pkg. or 53C Max Trailer Tow Pkg.) 54Y (\$394 xl or \$274 with XLT 300a)/59s (\$174); Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps (NA with 998 3.5L V6 Ti-VCT engine; req. 85A XL Power Equipment Group and 53A Trailer Tow Pkg. or 53C Max Trailer Tow Pkg.)²</i>	\$394.00 ¹	\$89.00 ²	\$394.00 ³	
WGG ¹ WGG ² WGG ³	Wrap-around grille guard <i>Required with Winch Skiv at \$1295 ²</i>	\$1,696.00 ¹	\$1,296.00 ²	\$1,295.00 ³	
ATB ¹ TBX ²	Aluminum tool box <i>Single Lid Locking ²</i> <i>WEATHER GUARD TOOL BOX 795.00 ³</i>	\$4,474.00 ¹	\$395.00 ²	\$550.00 ³	
96P ¹ 96P ² 96P ³	Bedliner <i>Plastic drop in bed liner with tailgate protector. Rubber bed mat add \$160 ²</i>	\$279.00 ¹	\$349.00 ²	\$349.00 ³	
96W ¹ 96W ² 96W ³	Spray-on bedliner (Rhino, Line-X or approved equivalent) <i>For Heavy Duty dealer installed Line-x brand use \$550.00. ²</i>	\$474.00 ¹	\$494.00 ²	\$474.00 ³	
53B ¹ HD TOW ² 53A ³	Tow hooks Class IV hitch and ball <i>INC 2" BALL PIN & CLIP ¹</i> <i>Includes (53b) Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver), draw bar, pin clip, 2 inch ball, and plug. ²</i>	\$192.00 ¹	\$659.00 ²	\$894.00 ³	
8LB-W ¹ 8KW ²	8,000 lb. winch with remote <i>Requires WGG, Warn or equal ²</i>	\$1,696.00 ¹	\$1,295.00 ²	\$1,695.00	

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00
53A ¹	Heavy duty towing package up to 5,000 lbs. with appropriate hitch <i>INC 2" BALL PIN & CLIP</i> ¹ <i>Trailer Tow Package – XL Base: incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, auxiliary transmission oil cooler; (Pro Trailer Backup Assist (47E) is optional on XL Base ADD \$400 (47E requires 76C and 85A); 998 3.5L V6 Ti-VCT incl. Engine Oil Cooler. FOR XLT MODEL UPGRADE 47E and 76C are required plus ADD \$395.</i> ²	\$596.00 ¹	\$494.00 ²	\$925.00 ³
53A ²				
53A ³				
53C-99G ¹	Heavy duty towing package up to 7,200 lbs. with appropriate hitch <i>INC 2" BALL PIN CLIP REQ UPGRADE ENG (3.5/ ECOBOOST ENG)</i> ¹ <i>Max Trailer Tow Package (req. 3.5L V6 EcoBoost®) – XL Base: incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, auxiliary transmission oil cooler (Pro Trailer Backup Assist (47E) is optional on XL Base ADD \$400 (47E requires 76C and 85A), MAX TRAILER TOW PACKAGE (53C) Not available with: 2.7L V6 EcoBoost® Payload Pkg. (622) Requires: 3.5L EcoBoost® Engine (99G) Includes: 3.55 Electronic-locking rear axle (axle is changed to 3.73 Electronic-locking differential if ordered with Heavy-Duty Payload Pkg. (627; use \$694)) 4-pin/7-pin wiring harness Auxiliary transmission oil cooler Class IV trailer hitch receiver Smart Trailer Tow Connector (standard on Lariat and higher) Integrated Trailer Brake Controller Upgraded front stabilizer bar Upgraded rear bumper. Includes pin clip and plug. FOR XLT MODEL UPGRADE 47E and 76C are required plus ADD \$395.</i> ²	\$3,089.00 ¹	\$794.00 ²	\$2,519.00 ³
53C ²				
53A/99F ³				
413 ¹	Skid plates	\$159.00 ¹	\$159.00 ²	\$144.00 ³
413 ²				
413 ³				
FTC ¹	Fiberglass tonneau cover (painted to match) <i>For Retrax Brand locking retractable cover use \$1396, for rollinlock brand use \$1496.</i> ²	\$1,696.00 ¹	\$1,495.00 ²	\$1,495.00
FTC ²				
FCHT ¹	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>Add \$395 for side access windows</i> ²	\$1,896.00 ¹	\$1,695.00 ²	\$1,895.00
FCHT ²				
942 ¹	Daytime running lights	\$44.00 ¹	\$44.00 ²	\$44.00 ³
942 ²				
942 ³				
T7C ²	Immobilize daytime running lights	NA	Std	NA
	All terrain tires in lieu of all season tires <i>LT245/70R17E BSW all-terrain tires (A/T) (incl. in 627 Heavy-Duty Payload Pkg.)</i> ²	Std	NC ²	Std
NFT ¹	Nitrogen filled tires including spare tire	\$199.00 ¹	\$225.00 ²	\$200.00
N2 ²				
	Full size spare tire and rim	Std	Incl.	Std
	Midbox body option	NA	NA	NA
STC ¹	Steel truck cap <i>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 \$1,335. Add Service Pkg for \$2,985.</i> ²	\$7,996.00 ¹	\$8,545.00 ²	\$3,995.00
SKCOMPAK ²				
CSHR ¹	Cab shield headache rack (protects back of cab) <i>Add \$300 for beacon plates left and right.</i> ²	\$696.00 ¹	\$595.00 ²	\$1,295.00
CS ²				

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PR-EMB ¹	Pipe rack w/expanded metal basket over cab (for pickup bed)	\$1,896.00 ¹	\$1,796.00 ²	\$1,695.00
PRPU ²				
	Pipe rack w/expanded metal basket over cab (for utility body)	NA	NA	NA
SLRS ¹	Single ladder rack side mounted (specify street or curbside)	\$1,396.00 ¹	\$1,196.00 ²	\$1,495.00
SLR ²				
153 ¹	Front license bracket	NC ¹	NC ²	NC ³
153 ²				
153 ³				
85H ¹	Backup alarm, factory installed	\$99.00 ¹	\$124.00 ²	\$124.00 ³
85H ²				
85H ³				
BAD ¹	Backup alarm, dealer installed	\$99.00 ¹	\$150.00 ²	\$100.00
BUA ²	<i>Whelen, Ecco included in Long wheel base optional model upgrade.</i> ²			
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	\$249.00 ²	\$1,219.00 ³
76C ²	<i>REQ POWER WINDOW & DOOR LOCKS</i> ¹			
76C ³	<i>FOR Pro Trailer Backup Assist (47E): req. Rear View Camera (76C), 85A Power Equipment Group and 53B-Class IV Trailer Hitch, 55A Trailer Tow Package or 55C Max Trailer Tow Package.) Add \$394 • Provides added driver convenience and awareness when backing a hitched conventional trailer by allowing the driver to "steer the trailer" instead of steering the truck • Activated and operated by the control knob located on the instrument panel below the 4x4 rotary control switch (if equipped) • Works in conjunction with EPAS, rearview camera and center stack screens • Includes a tailgate LED to aid in nighttime trailer hook-up • Store and recall up to 10 different conventional trailers • System is limited to 5mph and is over ridden when the driver turns the steering wheel • Available with any of the Trailer Tow Packages</i>			
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	\$695.00 ²	\$795.00 ³
BUC ²				
BUC ³				
X1E.163 ²	Optional equipment - specify	NA	\$585.00 ²	\$1,795.00 ³
DLR ³	<i>F150 Model upgrade including long 163 inch wheelbase and 8 Foot Pick up Bed. Deletes 6.5 ft bed. Required with HD payload upgrade. Includes Ecco Bua.</i> ² <i>AMBER LED LIGHT BAR</i> ³			
LG12 ²	Optional equipment - specify	NA	\$2,700.00 ²	\$495.00 ³
DLR ³	<i>Thieman 1200 Liftgate Series</i> ² <i>BEACON</i> ³			
LTS ²	Optional equipment - specify	NA	\$695.00 ²	\$695.00 ³
DLR ³	<i>Havis laptop stand universal. For inverter add \$400</i> ² <i>RAM LAP TOP STAND</i> ³			
RPO ²	Optional equipment - specify	NA	(\$1.00) ²	\$495.00 ³
DLR ³	<i>Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com</i> ² <i>SODE TOOL BOX</i> ³			

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RFC²

Optional equipment - specify
Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55²

NA \$395.00²

LRPH¹
 LABOR²
 DLR³

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 consultation²

\$89.00¹ \$145.00² \$85.00³

NST¹
 TAG²
 DLR³

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>]²

\$165.00¹ \$130.00² \$250.00³

TER¹
 TX²
 DLR³

Transfer existing registration (must provide tag number)
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>]²

\$100.00¹ \$85.00² \$150.00³

TEMP TAG¹
 TEMP²
 DLR³

Temporary tag

\$36.00¹ \$6.00² \$35.00³

MPP575²

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.²

NA \$1,860.00²

MPP675²

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.²

NA \$1,905.00²

MPP610²

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.²

NA \$2,400.00²

6/100¹
 DB575²
 ESP³

Warranty - specify
POWERTRAIN CARE WITH (0) DEDUCTIBLES¹
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 ESP April 2015 Pricing Guide. For Emergency Application Add \$605 surcharge²
POWERTRAIN CARE 6/100 0 DED³

\$1,910.00¹ \$1,590.00² \$1,910.00³

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

6/100¹
DES75²
ESP³

Warranty - specify
*BASE CARE WITH (0) DEDUCTIBLES*¹
 5 Yr 75,000 mile zero deductible *EXTRACare* plan. 5 Yr 100,000 mile zero deductible use \$2665. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. For Emergency Application Add \$555 surcharge²
*BASE CARE 6/100 0 DED*³

\$2,355.00¹ \$1,860.00² \$2,355.00³

6/100¹
DP575²
ESP³

Warranty - specify
*EXTRA CARE WITH (0) DEDUCTIBLES*¹
 5 Yr 75,000 mile zero deductible *PREMIUMCare* plan. 5 Yr 100,000 mile zero deductible use \$3470. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. For Emergency Application Add \$505 surcharge²
*EXTRA CARE 6/100 0 DED*³

\$2,850.00¹ \$2,615.00² \$2,855.00³

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Richard Perkins Extension: 4263

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Purchase two (2) New 2016 Ford F 150 Extended Cab 4x4 XIE one (1) Greenbelt & Waterway Maintenance and one (1) Traffic Control & Improvement.

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

Date plans received approval by City Building Department: N/A
 Estimated time frame for completion of project after award: N/A
 Replacement: Yes No Total Project Budgeted Amount: \$ 56,000
 If professional services what is the estimated construction cost N/A Any grant funds being used for consultants construction Type of Grant N/A
 Liquidated damages amount (for construction only); N/A
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
	104	4121	564100	00000
	401	4127	564100	00000

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

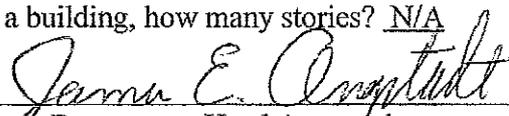
Bidder Name	Address	E Mail	Contact Person

Reason for purchase or service: To replace vehicles that have exceeded the life cycle.

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


 Department Head Approval

11/23/15
 Date

Fuel Comparison

	2015 Chevrolet Silverado 1500 LTZ Z71	2015 Ford F-150 Lariat 4x4	2014 Ram 1500 Outdoorsman EcoDiesel 4x4
FUEL CAPACITY	26.0 gal	36.0 gal	26.0 gal
EPA CITY/HWY/COMB ECON	16/22/18 mpg	18/23/20 mpg	19/27/22 mpg
ENERGY CONS., CITY/HWY	211/153 kW-hrs/100 miles	187/147 kW-hrs/100 miles	199/140 kW-hrs/100 miles
CO2 EMISSIONS, COMB	1.06 lb/mile	0.97 lb/mile	1.01 lb/mile
RECOMMENDED FUEL	Unleaded regular	Unleaded regular	Diesel
REAL MPG, CITY/HWY/COMB	13/19/15 mpg	17/22/19 mpg	20/28/23 mpg
*SAE Certified **50-70-mph passing acceleration with 1,000 pounds of payload			



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G

Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
James Angstadt, Public Works Director

FROM: Gina Jolly- Procurement Management
Department

Agenda Item: Motion: E-BID # 20160019 Inspection, Maintenance and Repair
of Drainage Structures

Submittal Date: 11/20/2015

STRATEGIC PLAN LINK: Goals 2018, Goal 3 Balanced and Responsible Sustainable Growth, "Aging City infrastructure needing maintenance, upgrade or replacement"

BACKGROUND: The City has sidelot pipes and culverts that are experiencing failures, in which we would typically replace the pipe entirely via an open trench. However, in some cases, there is an abundant amount of landscaping, sheds, etc. that would significantly increase the cost of replacing the pipe via open trench. Therefore, it is more economically feasible to repair the existing pipe via Cured in Place Pipe liner, Centrifugally Cast Concrete Pipe liner and/or chemical grouting of pipe joints. Repairing the pipes with one of the above referenced methods become more economically feasible due to not having to adjust landscaping, sheds, etc. These methods greatly reduce the labor and construction time frame associated with typical open trench pipe replacement, therefore reducing the overall cost compared to full pipe replacement.

ANALYSIS: Staff reviewed the pricing with FDOT contract and have determined the prices to be fair. The current vendor has completed many projects for FDOT within budget.

FINANCIAL INFORMATION: \$95,000.00 is budgeted in Stormwater fund.

LEGAL INFORMATION: Reviewed on 11/25/15 by Ella Gilbert and approved as to form.

STAFF RECOMMENDATION: Per Chapter 35.04(C) waive the bidding, good cause shown and approve Contract # 20160019 with VacVision Environmental for the Inspection Maintenance and Repair of Drainage Structures. Approval to utilize FDOT's competitively bid unit price contract, as budget allows without further Council action.. The time period for this Contract is seven (7) months.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: Various Drainage Structures throughout the City of Port St. Lucie

ATTACHMENTS: Contract

*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 02 2015

City Manager's Office

**CITY OF PORT ST. LUCIE
CONTRACT #20160019**

This CONTRACT, executed this _____ day of _____, 2015, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and Vacvision Environmental 10200 US Highway 92 East, Tampa, Florida 33610 Telephone: (813) 626-0707 Fax: (813) 626-0777, 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:

NOTICES

City Project Manager: Colt Schwerdt, PE, Project Manager
City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34984
Telephone: 772-871-7644
Email:cschwerdt@cityofpsl.com

City Contract Administrator: Gina Jolly, Buyer
City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-344-4055 Fax: 772-871-7337
Email: gjolly@cityofpsl.com

Contractor: Wesley Kingery
Vacvision Environmental
10200 US Highway 92 East
Tampa, Florida 33610
Telephone: 813-626-0707 Fax: 813-626-0777
wkingery@vac-vision.com

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

The specific work that the Contractor has agreed to provide inspection, maintenance repair and rehab to existing pipe and drainage structures as per FDOT contract pricing only and made a part of this Contract. Work will be performed in various locations in the City of Port St. Lucie, FL.

Inspection, Maintenance and Repair of Drainage Structures

The Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on the scope of work.

FDOT Specification #

E432 4 Storm Sewer Inspection (Video Camera)

0430 94 2 Desilting Pipe 25-36"

0431 1 2 Pipe Liner, Optional Material 25-36"

0433 1 Chemical Grout Repair, Manhole/ Inlet

0430821 40 Cleaning & Sealing Existing Pipe Joint, 42" Storm Sewer

Any additional specifications will be added to individual project purchase orders as needed.

The City will request a proposal from the Contractor for work to be completed as budget allows.

**SECTION II
TIME OF PERFORMANCE**

The Contract shall begin December 15, 2015 and will terminate on July 10, 2016 in accordance with FDOT contract. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the Contract specifications has not been completed, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the bid specifications has been rendered to and accepted by the City.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than fourteen (14) calendar days 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 III
COMPENSATION**

This is a unit price contract. Contractor shall be paid as listed. Contract shall be paid a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein.

Payments will be disbursed in the following manner:

Line Number	Item Description	Units	Unit Price
1	Regular Excavation	CY	\$15.00
2	Flowable Fill	CY	\$175.00
3	Type B Stabilization	SY	\$25.00
4	Grout Pipe Installation	LF	\$44.00

Inspection, Maintenance and Repair of Drainage Structures

5	SubSurface Pressure Grouting, Sand Cement	CY	\$275.00
6	Optional Base, Base Group 11	SY	\$25.00
7	Superpave Asph Conc. Traffic c, PG76-22, PMA	TN	\$500.00
8	Asphalt Concrete Friction Course, Traffic C, FC-12.5. PG 76-22 PMA	TN	\$500.00
9	Manhole, Adjust	EA	\$750.00
10	Manholes & Inlets Cleaning & Sealing <10'	EA	\$800.00
11	Manholes & Inlets Cleaning & Sealing >10'	EA	\$800.00
12	Desilting Pipe, 0 - 24"	LF	\$4.00
13	Desilting Pipe, 25 - 36"	LF	\$5.00
14	Desilting Pipe, 37 - 48"	LF	\$8.00
15	Desilting Pipe, 49 - 60"	LF	\$15.00
16	Desilting Pipe 61" or Greater	LF	\$20.00
17	Pipe Culvert, Optional Material, Round, 15" S/CD	LF	\$125.00
18	Pipe Culvert, Optional Material, Round, 18" S/CD	LF	\$140.00
19	Pipe Culvert, Optional Material, Round, 24" S/CD	LF	\$150.00
20	Pipe Culvert, Opt Material, Round, 30" S/CD	LF	\$170.00
21	Pipe Culvert, Opt Material, Round 36" S/CD	LF	\$190.00
22	Pipe Culvert, Opt Material, Round 42" S/CD	LF	\$200.00
23	Pipe Culvert, Opt Material, Round, 48" S/CD	LF	\$210.00
24	Pipe Culvert, Opt Material, Round, 54" S/CD	LF	\$250.00
25	Pipe Culvert, Opt Material, Round, 60" S/CD	LF	\$300.00
26	Cleaning & Sealing Existing Pipe Joint, 15" Storm Sewer	EA	\$350.00
27	Cleaning & Sealing Existing Pipe Joint, 18" Storm Sewer	EA	\$375.00
28	Cleaning & Sealing Existing Pipe Joint, 24" Storm Sewer	EA	\$400.00
29	Cleaning & Sealing Existing Pipe Joint, 30" Storm Sewer	EA	\$425.00
30	Cleaning & Sealing Existing Pipe Joint, 36" Storm Sewer	EA	\$450.00
31	Cleaning & Sealing Existing Pipe Joint, 42" Storm Sewer	EA	\$550.00
32	Cleaning & Sealing Existing Pipe Joint, 48" Storm Sewer	EA	\$550.00
33	Cleaning & Sealing Existing Pipe Joint, 54" Storm Sewer	EA	\$625.00
34	Cleaning & Sealing Existing Pipe Joint, 60" Storm Sewer	EA	\$650.00
35	Cleaning & Sealing Existing Pipe joint, >60", Storm Sewer	EA	\$850.00
36	Desilting Concrete Box Culvert	CY	\$150.00
37	Pipe Liner, Optional Material, 0-24"	LF	\$110.00
38	Pipe Liner, Optional Material, 25-36"	LF	\$150.00
39	Pipe Liner, Optional Material, 37-48"	LF	\$225.00
40	Pipe Liner, Optional Material, 49-60"	LF	\$300.00
41	Pipe Liner, Optional Material, 61" and Greater	LF	\$600.00
42	Chemical Grout Repair, Manhole/Inlet	EA	\$1,000.00
43	Concrete Curb & Gutter, Type F	LF	\$50.00
44	Concrete Sidewalk and driveways, 4" Thick	SY	\$40.00
45	Storm Sewer Inspection (Video Camera)	LF	\$1.00

The Contract Sum - Work to be paid on the not to exceed unit prices as per Schedule A: 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. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

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

Before issuance of final payment for each project, 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) calendar 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 XI of the Contract.

All invoices and correspondence relative to this Contract must contain a unique invoice number and the City's contract number and Purchase Order 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.

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.

Weather Days- The Contractor will only receive consideration for the days of extreme weather when the Contractor cannot perform any work at all on the project. Request for weather days must be submitted within two (2) calendar days to the City after the first day of the weather event.

SECTION IV 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 Specifications on file in the Procurement Management Department of the City.

SECTION V 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

Inspection, Maintenance and Repair of Drainage Structures

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.

Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000. For policies written on a "Claims-Made" basis, the Contractor warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental

Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

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 # 20160019 Inspection, Maintenance and Drainage Structures 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.

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

Subject to the laws of the State of Florida and of the United States, neither 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 VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of 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.

**SECTION VIII
COMPLIANCE WITH LAWS**

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

**SECTION IX
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. 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 X 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.

SECTION XI 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 III. 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.

SECTION XII 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.

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.

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

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor(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 installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

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.

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.

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 XIII 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 XIV 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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

SECTION XV ASSIGNMENT

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

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

- A. The Contractor(s) fails to comply with the Contract Documents.
- B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
- C. The Contractor(s) causes conditions considered unfavorable for continuing the work.

Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

SECTION XVII LAW AND VENUE

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

SECTION XVIII 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 XIX
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
RENEWAL OPTION**

"Non Applicable"

**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 this page is left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Jeffrey Bremer, City Manager

By: _____
Authorized Representative of Vacvision Environmental

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 _____, 2015.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)



"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160019

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

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
James Angstadt, P.E., Public Works Director
Cheryl Shanaberger, Procurement Management Department

FROM: Gina Jolly, Buyer
Procurement Management Department

Agenda Item: Motion: E-Bid #20140133 Landscape Inventory Update

Submittal Date: 12/3/2015

STRATEGIC PLAN LINK: Port St. Lucie Vision 2028, Principle 2, Beautiful City

BACKGROUND: The need for a GPS database system was realized after the hurricanes of 2004/2005 and the following period of growth which resulted in an exponential increase in the City's landscape inventory. Since implementing the system, information identifying the location, species, and health of the City's landscape inventory has been collected and entered into the database. The database has been instrumental in the maintenance of the City's landscape inventory which has an estimated value of 10 million dollars. For example, the information from the database is relied upon to formulate the Integrated Pest Management (IPM) program and to identify plants/trees that require special pruning or fertilization. To continue with the most economical and effective landscape maintenance program, updates of the landscape inventory are needed. The City issued E-Bid #20140133 Landscape Inventory Update October 28, 2015. The broadcast notified six hundred sixty (660) suppliers with twenty (20) firms requesting the bid documents. The E-Bid opened on November 24, 2015 with two (2) proposals received.

ANALYSIS: Staff reviewed the proposals and determined Masuen Consulting, LLC. Inc. represents the best value by saving the City \$24,800.00 based on the budget allocated for this project. Both bidders meet the qualifications and are responsive. All responsive bidders are local vendors.

FINANCIAL INFORMATION: Project is budgeted in the Stormwater Fund.

LEGAL INFORMATION: Reviewed on 11/2/15 by Ella Gilbert and approved as to form.

STAFF RECOMMENDATION: Approval and award of E-Bid # 20140133 Landscape Inventory Update to Masuen Consulting, LLC, Inc. for a lump sum contract in the amount of \$35,200.00. The contract period is one hundred twenty (120) calendar days.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: Various locations throughout the City of Port St. Lucie

ATTACHMENTS: Contract, Bid Tabulation Report, Winning Proposal, Solicitation Request Form, E-bid, Addenda #1-2, Bid Opening Sign in Sheet, Attachment "A", Unsuccessful Bidders.

*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 04 2015

City Manager's Office

**CITY OF PORT SAINT LUCIE
CONTRACT #20140133**

This CONTRACT, executed this _____ day of _____, 2015, 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 *Masuen Consulting, LLC* a Florida) Corporation, 32801 Highway 441 N #293, Okeechobee, Florida 347972 Telephone No. (866) 928-1533 Fax No. (800) 929-1534, 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 II
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: Gina Jolly
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4055 Fax 772 871 7337
Email: gjolly@cityofpsl.com

City Project Manager: Public Works Department
Att: John Dunton
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772-344-4035
Email: jdunton@cityofpsl.com

Contractor: Masuen Consulting, LLC
32801 Highway 441 N #293
Okeechobee, Florida 34972
Telephone: 866-928-1533
Email: mitch@masuenconsulting.com

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20140133, including all addenda and drawings, are hereby incorporated by this reference.

Scope of Work:

Modified Valuation Replacement Cost: (trees and palms only)

Validate current condition of trees and palms. Include wording excellent, good, fair or poor to reflect the condition.

Verify GPS coordinates are accurate.

Determine current value based on International Society of Arboriculture (ISA) standards.

Landscape Global Positioning System (GPS) Database Input

Review existing Global Navigation Satellite System (GNSS) data for included sites, and compare against existing field conditions.

Collect/update GNSS data as necessary (added/delete/modify) to reflect current information. Include wording excellent, good, fair or poor to reflect the condition for all plant material.

Hours of Service - The standard hours of work allowed in the City's right-of-ways are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 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 24 hours per day.

**SECTION III
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____, a term of one hundred twenty (120) calendar days. In the event all work required in the proposal specifications

Landscape Inventory Update

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 proposal specifications has been rendered and accepted by the City.

SECTION IV RENEWAL OPTION N/A

SECTION V COMPENSATION

This is a Lump Sum Contract, with an amount of \$35,200.00. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies printing, travel & fees or any reimbursable expense. There will be no additional amount paid for reimbursable expenses. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

Progress Payments- The City may make partial payment during the progress of the work upon completion of each task as defined in the Fee Schedule Table.

FEE SCHEDULE TABLE

Description	Lump Sum Amount
Lump Sum Amount	\$35,200.00

The Contractor shall not be paid additional compensation for any loss, 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 prosecution of the work, for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10th) day of the month, and payments shall be made net thirty (30) days thereafter unless the 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 Contract Supervisor.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Contractor shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

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

**SECTION VI
WORK CHANGES**

N/A

**SECTION VII
CONFORMANCE WITH BID**

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

**SECTION VIII
INDEMNIFICATION/INSURANCE**

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

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

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

Landscape Inventory Update

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

Landscape Inventory Update

additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis.

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, 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 20140123 Landscape Inventory Update 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

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insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

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

SECTION IX ACTS OF GOD

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

SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI COMPLIANCE WITH LAWS

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

SECTION XII CLEANING UP

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. On completion of

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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 III. 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.

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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.

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

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor(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 installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

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.

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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.

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 – N/A

Standard Production Items – N/A

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal,

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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 contractor to perform Contractor Quality Control when the contractor 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 contractor for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed contractor 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

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Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

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

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

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

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

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

SECTION XV ASSIGNMENT

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

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

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

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

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

SECTION 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

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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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

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

SECTION XIX LAW AND VENUE

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

SECTION XX REIMBURSEMENT FOR INSPECTION

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

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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.

Landscape Inventory Update

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 Masuen Consulting, 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 _____, 20__.

Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(Seal)

				Bid Tabulation #20140133				
				Landscape Inventory Update				
	Masuen Consulting, LLC				Miller Legg			
LumpSum amount	\$35,200.00				\$54,875.00			
Bid Reply Sheet w/ all addendums				Yes				Yes
Drug Free				Yes				Yes
W-9				Yes				Yes
Insurance				Yes				Yes
Vendor Code of Ethics				Yes				Yes
Non-Collusion				Yes				Yes
License				Yes				Yes
Local Preference				Yes				Yes
Bid Security				Yes				yes
Accepts Visa				no				Yes

User: Jolly, Gina Organization: City of Port St. Lucie, Procurement Management Department

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by ONVIA

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Tabulation Sheet

Agency Name: City of Port St. Lucie, Procurement Management Department
 Bid Number: EBID-20140133-0-2015/G.J
 Bid Name: Landscape Inventory Update
 Bid Due Date: 11/24/2015 2:00:00 PM Eastern time
 Bid Opening: **Closed**

2 total responses found.

online, offline, not submitting, not received

Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
1. Masuen Consulting LLC	11/23/2015 10:28:36 PM	32801 Highway 441 North #293 Okeechobee, FL 34972	\$54,000.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form License/Certification to do Described Work Vendor Code of Ethics W-9 form	<input checked="" type="checkbox"/>		Details, Documents, History
2. Miller Legg	11/23/2015 3:05:42 PM	1680 SW Bayshore Blvd., Suite 108A Port St. Lucie, FL 34984	\$54,875.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form License/Certification to do Described Work Vendor Code of Ethics W-9 form	<input checked="" type="checkbox"/>		Details, Documents, History

[Return](#)

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder)

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

Include Non-Compliant Supplier details

E-Bid Reply Sheet
Bid # 20140133 Landscape Inventory Update

1. **COMPANY NAME:** Masuen Consulting LLC

DIVISION OF: N/A

PHYSICAL ADDRESS: 32801 Highway 441 N. #293 Okeechobee, FL 34972

MAILING ADDRESS: 642 Yates Road

CITY, STATE, ZIP CODE: Newport, WA 99156

TELEPHONE NUMBER: (866) 928-1533 _____ FAX NO. (800) 929-1534

CONTACT PERSON: Mitchel A. Walker E-MAIL: mitch@masuenconsulting.com

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

Is the firm incorporated? No – Firm is an LLC If yes, in what state? No – Florida LLC

Mitchel A. Walker
President

N/A
Vice President

Michele A. Masuen
Treasurer

How long in present business: 21 years How long at present location: 15 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?

Is your firm claiming Local Preference under Chapter 35.12: Yes

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

Addendum Number	Date Issued
#1	11-12-2015
#2	11-17-2015

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 not** accept the Purchasing Card (Visa).

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

5.3 Lump sum amount **\$35,200.00**

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

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 price shall be shown on the E- Bid Reply Sheet.

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

5.5 List five (5) years of experience of the staff assigned to this project on similar GPS Inventory projects.

Staff Name	Company	Project Name, Date Completed and Description	Project Owner, Telephone Number and Email Address	# Years
Todd Mohler	Masuen Consulting	PSL Tree Inventory and Database creation – (2008-2014)	jdunton@cityofpsl.com	7

5.6 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

5.7 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:

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

None

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

None

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 construction of this project.

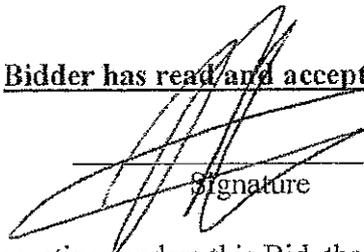
7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 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: I, **Mitchel A. Walker**, am an agent 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

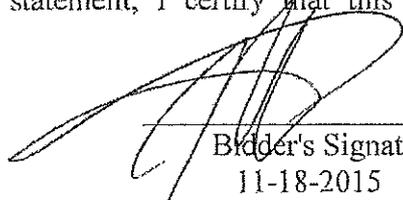
If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Masuen Consulting LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under 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
11-18-2015
Date

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Masuen Consulting LLC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 642 Yates Rd	Requester's name and address (optional)
City, state, and ZIP code Newport, WA 99156	
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								
2	0	-	0	5	6	1	6	3
6								

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶ *M Masuen*

Date ▶ *2-2-2015*

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2015

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

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

PRODUCER Commercial Lines - (509) 358-3800 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 West Main Street, Suite 1400 Spokane, WA 99201-0635	CONTACT NAME: Melissa Xiong PHONE (A/C, No, Ext): (509) 358-3800 FAX (A/C, No): (866) 510-9588 E-MAIL ADDRESS: melissa.xiong2@wellsfargo.com														
INSURED Masuen Consulting, LLC 642 Yates Rd Newport, WA 99156	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER C : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER C : Hartford Underwriters Insurance Company	30104	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Hartford Underwriters Insurance Company	30104														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 9426499

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		52 SBA ZQ7048	8/11/2015	8/11/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU 061800506	10/6/2014	10/6/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52 WEC LZ4449	10/6/2014	10/6/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

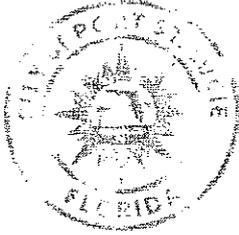
SS 00 08 04 05 CITY OF PORT ST LUCIE AND NATURE'S KEEPER SHALL BE LISTED AS ADDITIONAL INSURED AS GRANTED BY THE POLICY WITH RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER
CANCELLATION

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

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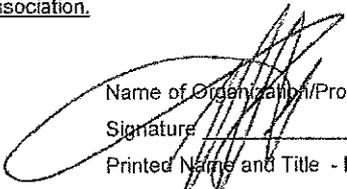


VENDOR CODE OF ETHICS

"A City for All Ages"

The City of Port St Lucie ("City"), through its Office of Management and Procurement ("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 Masuen Consulting LLC
 Signature _____
 Printed Name and Title - Mitchel Walker - President
 Date - 11-18-2015

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
CITY OF PORT ST. LUCIE, FLORIDA
E-Bid #20140133
Landscape Inventory Update

State of Idaho

County of Banner

Mitchel Walker being first duly sworn, disposes and says that:
(Name/s)

1. They are owners of Meruem Consulting LLC the Bidder that (Title)
(Name of Company)

has submitted the attached bid;

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

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

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

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

(Signed) [Signature]
(Title) president

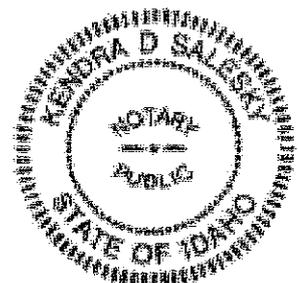
STATE OF Idaho
COUNTY OF Banners

The foregoing instrument was acknowledged before me this 11-16-15
(Date)

by Mitchel Walker who is personally known to me or who has produced
Florida Drivers License as identification and who did (and not) take an oath.

Commission No. 036039

Kendra D Salesky Kendra D Salesky
Notary (print & sign name)





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

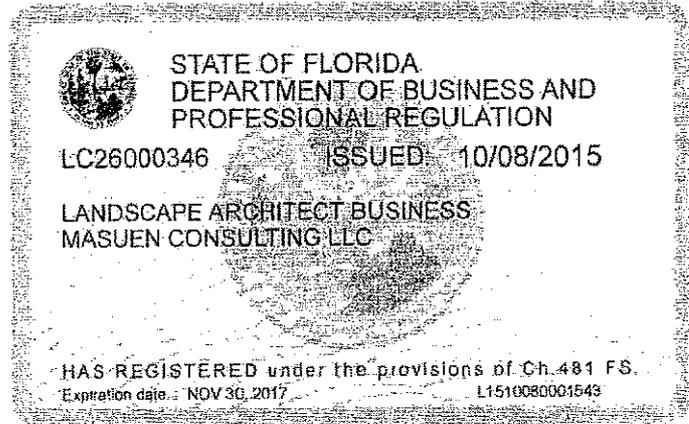
(850) 487-1395

MASUEN CONSULTING LLC
32801 HWY 441 N
293
OKEECHOBEE FL 34972

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
LC26000346

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



MASUEN CONSULTING LLC
32801 HWY 441 N
293
OKEECHOBEE FL 34972



ISSUED 10/08/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1510080001543

International Society of Arboriculture

Certified Arborist

Todd K. Mohler

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist®

D. Glenn

Certification Board, Chair
International Society of Arboriculture

Jim Skiera

Executive Director
International Society of Arboriculture

FL-6518A

Certificate Number

Mar 30, 2013

Certified Since

Jun 30, 2016

Expiration Date

OKEECHOBEE COUNTY }
STATE OF FLORIDA }

No. 1365

Business Tax Receipt

2015-2016

10/1/2015

IN CONSIDERATION
of the TOTAL SUM OF MONEY
shown hereon, the receipt of
which is hereby acknowledged.

Company ID #: 11666

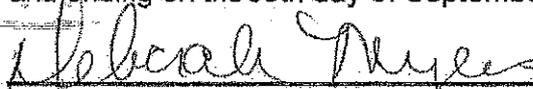
Professional (0029)	\$30.00
.....	
.....	
.....	
TOTAL	\$30.00

MASUEN CONSULTING, LLC

is hereby licensed to engage in the business, profession or occupation of

Professional (0029) Lic. #LC26000346

at 32801 HIGHWAY 441 NORTH #293 in Okeechobee, Florida, for the period beginning the
1 day of October 2015, and ending on the 30th day of September, 2016



Celeste Watford, C.F.C - Tax Collector

State of Florida

Department of State

I certify from the records of this office that MASUEN CONSULTING, LLC, is a limited liability company organized under the laws of the State of Florida, filed on January 2, 2004.

The document number of this company is L04000000183.

I further certify that said company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on January 9, 2015, and its status is active.

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



Ken Detzner
Secretary of State

Authentication ID: CC1731796338

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

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

0006999
Office AU #

11-24
1210(8)

CASHIER'S CHECK

0699901251

Remitter: MASUEN CONSULTING, LLC
Operator I.D.: u079045 wash0172

November 23, 2015

PAY TO THE ORDER OF ***CITY OF PORT ST. LUCIE***

One thousand seven hundred sixty dollars and no cents

\$1,760.00

Payee Address:
Memo: RE: BID

WELLS FARGO BANK, N.A.
7404 N DIVISION ST
SPOKANE, WA 98208
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 1,760.00

Richard Levy
CONTROLLER

⑈0699901251⑈ ⑆121000248⑆4861 512945⑈

Security Features Included. Details on Back.

CHECKLIST
E-Bid #20140133
Landscape Inventory Update

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

- Documents uploaded in one (1) .pdf file and in this order
- Bid Reply Sheet with proper signature
- Drug Free Workplace Form
- W-9
- Copy of Insurance Certificate
- Vendor Code of Ethics
- Non-collusion Form
- Checklist form
- All pricing has been mathematically reviewed, and all corrections have been initialed
- All price extensions and totals have been thoroughly checked
- Each Bid Addendum (when issued) is acknowledged
- Have reviewed the Contract and accept all City Terms and Conditions

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: John Dunton Extension: 4035

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications): Evaluate and determine the current replacement value for all trees in the existing landscape database. Collect/update GNSS data to reflect current information. Update/load any new or modified data into the City's Landscape Database.

Technical Specifications Attached: [] Yes [] No (must be submitted electronically in word or excel)

Technical documents must be in word in one file, no logos, no brand names, no design specifications only performance specifications (scope of work is not to be in technical specs)

Bid Reply, must be in excel and a separate file, no logos, no merge cells, no empty rows, no color or shading Plans may be PDF but must be in one file, dated and numbered consecutively.

Date plans received approval by City Building Department _____

Estimated time frame for completion of project after award _____

Replacement: [] Yes [] No Budgeted Amount: \$60,000 If professional services what is the estimated construction cost _____ Any grant funds being used _____

Liquidated damages amount; _____ Advertisement to Master List _____

If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
	401	4127	534000	

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

Bidder Name	Address	E Mail	Contact Person
Masuen Consulting		mitch@masuenc onsulting.com	Mitch Walker
Arbor Pro		khennig@arborpro usa.com	Keith Henning

Reason for purchase or service: _____ Update new landscape and condition report of existing and value _____

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



"A City for All Ages"

CITY OF PORT ST. LUCIE
SEALED ELECTRONIC BID (E-BID) DOCUMENTS

For:

Landscape Inventory Update

Sealed E-Bid # 20140133

Prepared By:

Gina Jolly
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4055 / FAX 772-871-7337
gjolly@cityofpsl.com

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INVITATION TO E-BID

Sealed Bid #20140133 for Landscape Inventory Update will be received by the City of Port St. Lucie in the Procurement Management Department (PMD), via Demandstar no later than 2:00:00 p.m. E.S.T. on November 18, 2015.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be contained in one (1) file and compatible with Microsoft Office 2010. 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 be able to 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) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total bid amount made payable to the City of Port St. Lucie. The Bid Security must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. The original Bid Bond 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 uploaded on Demandstar.com with all other required responses. Then the original Bid Security **must** 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.

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. 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 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 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 Gina Jolly, Buyer in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4055, Fax (772) 871-7337, and email: gjolly@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after November 11, 2015 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

Landscape Inventory Update

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.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 31.
- E-Bid Reply Sheet #20140133, pages 11-14 (included in E-Bid Specifications).
- Attachment "A" Site Locations pages 1-6

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 #20140133
Landscape Inventory Update

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to Landscape Inventory Update. Contract period is for one hundred twenty days with no option to renew.

SCOPE OF WORK- Update the existing Landscape Database as follows:

Modified Valuation Replacement Cost: (trees and palms only)

Validate current condition of trees and palms. Include wording excellent, good, fair or poor to reflect the condition.

Verify GPS coordinates are accurate.

Determine current value based on International Society of Arboriculture (ISA) standards.

Landscape Global Positioning System (GPS) Database Input

Review existing Global Navigation Satellite System (GNSS) data for included sites, and compare against existing field conditions.

Collect/update GNSS data as necessary (added/delete/modify) to reflect current information.

Include wording excellent, good, fair or poor to reflect the condition for all plant material.

Update/Load any new or modified data into the City's Landscape Database *NOTE – NO LANDSCAPE AS-BUILT PLANS WILL BE UPDATED WITH NEW INFORMATION. ANY NEW INFORMATION WILL BE REFLECTED IN THE DATABASE AND CORRESPONDING DISPLAYS, BUT NOT IN ANY AS-BUILT PLANT SET. See Table A for whether a Landscape As-Built plan exists.*

The City will supply a sign-on and password for access to the database.

The City Landscape Inventory website is <http://psltrees.cityofpsl.com>

Deliverables: Bidder will be required to submit a weekly Excel Spreadsheets with any edit/modifications color coded to reflect changes made.

The license for this type of work is an International Society of Arboriculture (ISA) Certified Arborist, or State of Florida Licensed Landscape Architect.

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 – 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 Contractor and the City of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) 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 these projects with the E-Bid Reply Sheet #20140133. 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, if requested.

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

Landscape Inventory Update

- ◆ 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, depreciation, and any other relative factors
- ◆ Determine what proposal provides the best value to the City
- ◆ City Ordinance 35.12 Local Preference will apply
- ◆ Award will be based on the Lump Sum 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 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 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.

1.6.3 Tie Bid Statement - 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, Pursuant to Section 287.087 Florida Statutes, 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 contained herein and any other documentation that is required by this bid. The E-Bid Reply Sheet #20140133 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and in one (1) file. No hard copies will be accepted.

- A. Request Bid Specifications, #20140133 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Sheet and save to your hard drive, program is in Microsoft Word Office 2010 Professional. Enter Lump Sum price on the E-Bid Reply sheet and save. Complete all other fields including company information on E-Bid Reply Sheet #20140133.
- C. Electronically sign the E-Bid Reply Sheet #20140133 where indicated.
- D. **Upload in one file** In the order listed and submit the E-Bid Reply Sheet #20140133 current Insurance Certificate(s), Drug Free Workplace Form, W-9, Vendor Code of Ethics Form, Noncollusion, and the checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20140133. Upload and submit a copy of your license for this type of work and 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 Content of Response

1.8.2 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. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

1.9.1 Failure to Execute - The failure on the part of the Bidder 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 Bidder in advance that the City will sustain certain damages by reason of the failure of the

Bidder 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 Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

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 Contractor’s Questionnaire.

1.11 Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City: A person or affiliate who has been placed on the convicted vendor list following a conviction for any public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor 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 contractor under Contract with any public entity, and may not transact business with any public entity.

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

1.13 W-9 Taxpayer Identification Form - 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 E-Bid by removing all documents from DemandStar.

1.15 Intent to Perform- The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as 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 Bid Guaranty (Bid Bond) - A Bid Bond, certified check, cashiers 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.

2.5 Payment & Performance Bonds – N/A

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.

**E-Bid Reply Sheet
Bid # 20140133 Landscape Inventory Update**

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 your firm claiming Local Preference under Chapter 35.12: Yes--No

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its E-Bid/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 Lump sum amount \$ _____

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

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 price shall be shown on the E- Bid Reply Sheet.

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

5.5 List five (5) years of experience of the staff assigned to this project on similar GPS Inventory projects.

Staff Name	Company	Project Name, Date Completed and Description	Project Owner, Telephone Number and Email Address

5.6 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.)

5.7 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:

5.8 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)

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

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

5.10 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, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 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: I (print) _____ am an agent 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 #20140133**

This CONTRACT, executed this _____ day of _____, 2015, 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 *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

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

**SECTION II
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: Gina Jolly
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4055 Fax 772 871 7337
Email: gjolly@cityofpsl.com

City Project Manager: Public Works Department
Att: John Dunton
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772-344-4035
Email: jdunton@cityofpsl.com

Contractor:

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20140133, including all addenda and drawings, are hereby incorporated by this reference.

Scope of Work:

Modified Valuation Replacement Cost: (trees and palms only)

Validate current condition of trees and palms. Include wording excellent, good, fair or poor to reflect the condition.

Verify GPS coordinates are accurate.

Determine current value based on International Society of Arboriculture (ISA) standards.

Landscape Global Positioning System (GPS) Database Input

Review existing Global Navigation Satellite System (GNSS) data for included sites, and compare against existing field conditions.

Collect/update GNSS data as necessary (added/delete/modify) to reflect current information.

Include wording excellent, good, fair or poor to reflect the condition for all plant material.

Hours of Service - The standard hours of work allowed in the City's right-of-ways are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 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 24 hours per day.

**SECTION III
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____, a term of one hundred twenty (120) calendar days. In the event all work required in the proposal 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 proposal specifications has been rendered and accepted by the City.

**SECTION IV
RENEWAL OPTION
N/A**

**SECTION V
COMPENSATION**

This is a Lump Sum Contract, with an amount of \$ _____. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies printing, travel & fees or any reimbursable expense. There will be no additional amount paid for reimbursable expenses. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

Progress Payments- The City may make partial payment during the progress of the work upon completion of each task as defined in the Fee Schedule Table.

FEE SCHEDULE TABLE

Description	Lump Sum Amount
Lump Sum Amount	

The Contractor shall not be paid additional compensation for any loss, 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 prosecution of the work, for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10th) day of the month, and payments shall be made net thirty (30) days thereafter unless the 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 Contract Supervisor.

VISA Payment Procedures

1. A Visa account with Bank of America (BOA) will be established for the project.
2. The Contractor will send the project manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Contractor.
3. The project manager will audit to determine that the work that is being billed has been done as per contract specifications. The PM will verify the partial release of liens. The Project Manager will sign documents that state the payment is correct and payment by the City is authorized.
4. The project manager will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Contractor to proceed with placing the charge on the BOA specified account.
5. The Contractor may not place the charge on the Visa account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
6. Invoices that are not approved by the project manager will be returned to the Contractor with a detailed explanation.
7. PMD will balance statement and issue all dispute items.
8. PMD will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Contractor shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

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

SECTION VI WORK CHANGES

N/A

SECTION VII CONFORMANCE WITH BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

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

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

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

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, 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 20140123 Landscape Inventory Update as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

SECTION IX ACTS OF GOD

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

SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI COMPLIANCE WITH LAWS

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

SECTION XII CLEANING UP

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. 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 III. 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.

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

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor(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 installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

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.

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 – N/A

Standard Production Items – N/A

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

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

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

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

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

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

It is prohibited as a conflict of interest for a Contractor to subcontract with a contractor to perform Contractor Quality Control when the contractor 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 contractor for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed contractor 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:

6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

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

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

SECTION XV ASSIGNMENT

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

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

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

terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION 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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

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

SECTION XIX LAW AND VENUE

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

**SECTION XX
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XXI
APPROPRIATION APPROVAL**

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

**SECTION XXII
ENTIRE CONTRACT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name) Print name and title

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(Seal)

20140133 Landscape Inventory
Attachment "A"

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Airoso Blvd	PSL Blvd to Thornhill Dr, medians, trees/shrubs Thornhill Dr to SE Dwight Ave, medians, trees/shrubs SE Dwight Ave to Sagamore Ter, medians, trees/shrubs Twig Ave/Ray Ave, retention, trees/shrubs Whitmore Dr, retention, trees/shrubs Aires Lane north of Thornhill, retentions, trees/shrubs City Hall/Community Center not included	Yes	No.
Bakersfield St	See Westmoreland Blvd	Yes	No
Bayshore Blvd 1,2,3	All of Bayshore, median trees/shrubs South of PSL Blvd, E and S buffer at Essex Dr/Glenwood Dr, trees/shrubs Dwight Ave, retention, trees/shrubs Just north of Prima Vista Blvd to Crosstown Pkwy, median trees/shrubs Crescent Ave/Chandler Ter, retention, trees/shrubs Voltaire, retention, trees/shrubs	Yes	No
Becker Rd	Turnpike to just east of Via Tesoro, medians, trees/shrubs	Yes	No
Becker Rd @ I-95	Village Pkwy to Earth Lane, medians and shoulders, trees and shrubs NE quadrant retention area, trees	Yes	Yes
Becker Rd Phase 1	Earth Ln to Tabor St, medians, trees and shrubs, include ponds	Yes	Yes
Becker Rd Phase 2	Tabor St to Albacore St, medians, trees and shrubs, include ponds	Yes	Yes
Becker Rd Phase 3	Albacore St to Athena Dr, medians, trees and shrubs, include ponds	Yes	Yes

20140133 Landscape Inventory
Attachment "A"

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Becker Rd Phase 4	Athena Dr to Turnpike, medians, trees and shrubs include ponds	Yes	Yes
Business Center Parkway			
California Blvd			
Cameo Pit/Dog Park			
Cashmere			
City Center	bound by: US1 , Walton Rd, Village Green Dr and south side of the canal on south property border(private outparcels on Walton Rd excluded; trees in rights of way included under those roads), trees and shrubs	Yes	Yes
Commerce Centre Parkway			
Community			
Crosstown Parkway Segment 2	Turnpike to Manth Dr, median and shoulders, trees and shrubs retention area at pump, trees/shrubs	Yes	Yes
Crosstown Parkway Segment 3	Cutlass St to Turnpike, median and shoulders, trees and shrubs	Yes	Yes
Crosstown Parkway Segment 4	I-95 R.W (east side) to Cutlass St, median and shoulders, trees and shrubs	Yes	Yes
Crosstown Parkway Segment 5	I-95 R/W (east side to Commerce Center Dr, median and shoulders, trees and shrubs. Janette Ave, 2 ponds, trees and shrubs	Yes	Yes

20140133 Landscape Inventory
Attachment "A"

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Crosstown Parkway Segment 6	From driveway on Village Parkway at Season's entry north to Crosstown Parkway and east to Commerce Center Dr, medians, trees/shrubs	Yes	Yes
Darwin Blvd	Darwin and Tulip Blvd, 16 trees in NE corner Belmont Cir to Landale Blvd, north shoulder, trees and shrubs not included.	Yes	No
Degan Dr	bounded by: Whitehurst Ave, Degan Dr, Hollahan Dr, retention area, trees and shrubs	Yes	No
Discovery			
Earl Blvd	between SE Grand Dr and SE Berkshire Blvd, shoulders, trees/shrubs	Yes	No
East Lake Village			
Floresta Drive			
Gatlin Blvd @ I-95	Village Parkway to Brescia St, medians, trees and shrub; shoulders, some trees, some shrubs	Yes	Yes
Gatlin Blvd	Brescia St to PSL Blvd, medians trees and shrubs; shoulders some trees, some shrubs	Yes	No
Gena and Montauk	Dallas St, retention area, trees	Yes	No
Green River Parkway	See PSL Blvd		
Heatherwood Blvd	SW Village Dr to SW Cashmere Blvd, medians, trees and shrubs	Yes	No
Import Dr	Large retention area bounded by Gatlin Blvd, Import Dr, Oakwood Rd and Kensington St, trees	Yes	No
Juliet Ave	Salvatierra Blvd to Ivy St, north shoulder, trees	Yes	No

**20140133 Landscape Inventory
Attachment "A"**

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Lakehurst Dr	Airosa Blvd to Prineville St, median, trees	Yes	No
Landale Blvd	Bridgeport Dr to Darwin Blvd, medians, trees and bullnose shrubs	Yes	No
Lennard Rd	SE Lennard from US1 to Cane Slough Rd, medians, trees, and shrubs SE Lennard from Cane Slough Rd to Walton Rd, medians, trees and shrubs canal crossing north of Walton Rd, shoulders, 10 trees	Yes	No
Lyngate Dr	Veterans Memorial to US1, medians, trees and shrubs	Yes	No
Melaleuca Blvd			
Midport			
Morningside Dr	PSL Blvd to Westmoreland Blvd, medians, trees and shrubs lake at Murica Lane, buffer, trees and shrubs Westmoreland Blvd to Club Med entrance, medians, trees/shrubs	Yes	No
Norcross Ave	Norcross Ave and Forgal St, retention area, trees and shrubs	Yes	No
Park and Ride			
Peacock Blvd	traffic circles/medians at intersections with NW California Blvd and NW Cashmere Blvd	Yes	No
Pine Valley St	north cul de sac dead end to Club Med entrance on south end, medians, trees, shrubs	Yes	No
Public Works Compound	Thornhill Blvd, trees/shrubs Park and Ride on Bayshore Blvd	Yes	No

20140133 Landscape Inventory
Attachment "A"

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Port St Lucie Blvd	Darwin Blvd to Cameo Dr. medians, trees Cameo Dr to Seafury - not included Seafury to US 1, medians, trees and shrubs	Yes	No
Prima Vista Blvd	Bayshore Blvd to Airoso Blvd, medians, trees/shrubs Dorchester Rd, retention, trees and shrubs	Yes	No
Rosser Blvd	Gatlin Blvd to Apricot Rd, medians, trees/shrubs Curve at Rosser/Paar transition, trees/shrubs	Yes	No
Sandia Dr	Lakehurst Dr to Crosspoint Dr, medians, trees/shrubs	Yes	No
Savona Blvd	Abingdon Ave, roundabout, trees/shrubs	Yes	No
Selvitz Rd	Blanton Blvd to Manville Dr, shoulders, trees 100 yards south of Midway Dr, welcome sign, trees and shrubs	Yes	No
St. James Dr welcome sign	On NW St James Dr approx. one mile south of Midway in RW, trees and shrubs	Yes	No
St. Lucie West Blvd	I-95 NB on ramp to Cashmere Blvd, medians, trees and shrubs Cashmere Blvd to Bayshore Blvd, median trees and shrubs, shoulder trees and shrubs at Bayshore Blvd Peacock Lane: SLW Blvd to Commerce Lane California Blvd: approx. 125' of medians to north and south, trees and shrubs Cashmere Blvd: 1 median north, 2 medians south, trees and shrubs	Yes	Yes
Southbend Blvd	Eagle Dr to W Snow Rd, shoulders, trees Felix Ave, lift station and intersection, shrubs E Snow Rd, lift station, trees	Yes	No
Tiffany Ave	US1 To Tiffany Club Pl, medians, trees and shrubs	Yes	No

20140133 Landscape Inventory
Attachment "A"

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Tiffany Ave Stormwater Station	SE Tiffany Ave at SE Durango St, perimeter trees/shrubs outside fence	Yes	No
Tiffany/Blackwell Pump Station			
Torino welcome sign	On NW East Torino Pkwy approx. 100 yards south of Midway Dr in RW, trees and shrubs	Yes	No
Tradition Parkway			
Tulip Blvd	Sandbar St to Kimball Circle, shoulders, trees Darwin to Belmont Circle north side, shoulder, trees	Yes	No
U.S. 1/Federal Highway	First median north of PSL Blvd, median, trees First medians north and south of Lyngate Dr, medians, trees First median south of Walton Rd, median, trees First two medians north of Walton Rd, medians, trees First median north of Village Green, median, trees	Yes	No
Veterans Memorial Parkway	PSL Blvd to US1, medians, trees and shrubs between NY St and Veterans Memorial Pkwy just north of PSL Blvd, shoulder, trees	Yes	No
Village Green Dr		Yes	No
Village Parkway - Phase 1	Tradition Pkwy to Torrey Pines entrance, medians and shoulders, trees and shrubs	Yes	Yes
Village Parkway - Phase 2	Becker Rd to Torrey Pines entrance, medians and shoulder, trees and shrubs	Yes	Yes
Village Pkwy North			
Village Pkwy South			

**20140133 Landscape Inventory
Attachment "A"**

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Walton Rd	US1 To Village Green Dr, shoulder trees, median trees and shrubs	Yes	Yes
Westmoreland Blvd	PSL Blvd to Pine Valley St, medians , trees and shrubs Pine Valley St to Bakersfield St, medians, trees and shrubs Bakersfield St, NW/SE corners, trees Bakersfield St and Westmoreland Ave, roundabout, trees/shrubs	Yes	No

20140133 Landscape Inventory
Attachment "A"

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Airoso Blvd	PSL Blvd to Thornhill Dr, medians, trees/shrubs Thornhill Dr to SE Dwight Ave, medians, trees/shrubs SE Dwight Ave to Sagamore Ter, medians, trees/shrubs Twig Ave/Ray Ave, retention, trees/shrubs Whitmore Dr, retention, trees/shrubs Aires Lane north of Thornhill, retentions, trees/shrubs City Hall/Community Center not included	Yes	No
Bakersfield St	See Westmoreland Blvd	Yes	No
Bayshore Blvd 1,2,3	All of Bayshore, median trees/shrubs South of PSL Blvd, E and S buffer at Essex Dr/Glenwood Dr, trees/shrubs Dwight Ave, retention, trees/shrubs Just north of Prima Vista Blvd to Crosstown Pkwy, median trees/shrubs Crescent Ave/Chandler Ter, retention, trees/shrubs Voltaire, retention, trees/shrubs	Yes	No
Becker Rd	Turnpike to just east of Via Tesoro, medians, trees/shrubs	Yes	No
Becker Rd @ I-95	Village Pkwy to Earth Lane, medians and shoulders, trees and shrubs NE quadrant retention area, trees	Yes	Yes
Becker Rd Phase 1	Earth Ln to Tabor St, medians, trees and shrubs, include ponds	Yes	Yes
Becker Rd Phase 2	Tabor St to Albacore St, medians, trees and shrubs, include ponds	Yes	Yes
Becker Rd Phase 3	Albacore St to Athena Dr, medians, trees and shrubs, include ponds	Yes	Yes

20140133 Landscape Inventory
Attachment "A"

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Becker Rd Phase 4	Athena Dr to Turnpike, medians, trees and shrubs include ponds	Yes	Yes
Business Center Parkway			
California Blvd			
Cameo Pit/Dog Park			
Cashmere			
City Center	bound by: US1 , Walton Rd, Village Green Dr and south side of the canal on south property border(private outparcels on Walton Rd excluded; trees in rights of way included under those roads), trees and shrubs	Yes	Yes
Commerce Centre Parkway			
Community			
Crosstown Parkway Segment 2	Turnpike to Manth Dr, median and shoulders, trees and shrubs retention area at pump, trees/shrubs	Yes	Yes
Crosstown Parkway Segment 3	Cutlass St to Turnpike, median and shoulders, trees and shrubs	Yes	Yes
Crosstown Parkway Segment 4	I-95 R.W (east side) to Cutlass St, median and shoulders, trees and shrubs	Yes	Yes
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20140133 Landscape Inventory
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Darwin Blvd	Darwin and Tulip Blvd, 16 trees in NE corner Belmont Cir to Landale Blvd, north shoulder, trees and shrubs not included.	Yes	No
Degan Dr	bounded by: Whitehurst Ave, Degan Dr, Hollahan Dr, retention area, trees and shrubs	Yes	No
Discovery			
Earl Blvd	between SE Grand Dr and SE Berkshire Blvd, shoulders, trees/shrubs	Yes	No
East Lake Village			
Floresta Drive			
Gatlin Blvd @ I-95	Village Parkway to Brescia St, medians, trees and shrub; shoulders, some trees, some shrubs	Yes	Yes
Gatlin Blvd	Brescia St to PSL Blvd, medians trees and shrubs; shoulders some trees, some shrubs	Yes	No
Gena and Montauk	Dallas St, retention area, trees	Yes	No
Green River Parkway	See PSL Blvd	Yes	No
Heatherwood Blvd	SW Village Dr to SW Cashmere Blvd, medians, trees and shrubs	Yes	No
Import Dr	Large retention area bounded by Gatlin Blvd, Import Dr, Oakwood Rd and Kensington St, trees	Yes	No
Juliet Ave	Salvatierra Blvd to Ivy St, north shoulder, trees	Yes	No

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Lyngate Dr	Veterans Memorial to US1, medians, trees and shrubs	Yes	No
Melaleuca Blvd			
Midport			
Morningside Dr	PSL Blvd to Westmoreland Blvd, medians, trees and shrubs lake at Murica Lane, buffer, trees and shrubs Westmoreland Blvd to Club Med entrance, medians, trees/shrubs	Yes	No
Norcross Ave	Norcross Ave and Forgal St, retention area, trees and shrubs	Yes	No
Park and Ride			
Peacock Blvd	traffic circles/medians at intersections with NW California Blvd and NW Cashmere Blvd	Yes	No
Pine Valley St	north cul de sac dead end to Club Med entrance on south end, medians, trees, shrubs	Yes	No
Public Works Compound	Thornhill Blvd, trees/shrubs Park and Ride on Bayshore Blvd	Yes	No

20140133 Landscape Inventory
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Prima Vista Blvd	Bayshore Blvd to Airoso Blvd, medians, trees/shrubs Dorchester Rd, retention, trees and shrubs	Yes	No
Rosser Blvd	Gatlin Blvd to Apricot Rd, medians, trees/shrubs Curve at Rosser/Paar transition, trees/shrubs	Yes	No
Sandia Dr	Lakehurst Dr to Crosspoint Dr, medians, trees/shrubs	Yes	No
Savona Blvd	Abingdon Ave, roundabout, trees/shrubs	Yes	No
Selvitz Rd	Blanton Blvd to Manville Dr, shoulders, trees 100 yards south of Midway Dr, welcome sign, trees and shrubs	Yes	No
St. James Dr welcome sign	On NW St James Dr approx. one mile south of Midway in RW, trees and shrubs	Yes	No
St. Lucie West Blvd	I-95 NB on ramp to Cashmere Blvd, medians, trees and shrubs Cashmere Blvd to Bayshore Blvd, median trees and shrubs, shoulder trees and shrubs at Bayshore Blvd Peacock Lane: SLW Blvd to Commerce Lane California Blvd: approx. 125' of medians to north and south, trees and shrubs Cashmere Blvd: 1 median north, 2 medians south, trees and shrubs	Yes	Yes
Southbend Blvd	Eagle Dr to W Snow Rd, shoulders, trees Felix Ave, lift station and intersection, shrubs E Snow Rd, lift station, trees	Yes	No
Tiffany Ave	US1 To Tiffany Club Pl, medians, trees and shrubs	Yes	No

**20140133 Landscape Inventory
Attachment "A"**

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
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Tiffany/Blackwell Pump Station			
Torino welcome sign	On NW East Torino Pkwy approx. 100 yards south of Midway Dr in RW, trees and shrubs	Yes	No
Tradition Parkway			
Tulip Blvd	Sandbar St to Kimball Circle, shoulders, trees Darwin to Belmont Circle north side, shoulder, trees	Yes	No
U.S. 1/Federal Highway	First median north of PSL Blvd, median, trees First medians north and south of Lyngate Dr, medians, trees First median south of Walton Rd, median, trees First two medians north of Walton Rd, medians, trees First median north of Village Green, median, trees	Yes	No
Veterans Memorial Parkway	PSL Blvd to US1, medians, trees and shrubs between NY St and Veterans Memorial Pkwy just north of PSL Blvd, shoulder, trees	Yes	No
Village Green Dr		Yes	No
Village Parkway - Phase 1	Tradition Pkwy to Torrey Pines entrance, medians and shoulders, trees and shrubs	Yes	Yes
Village Parkway - Phase 2	Becker Rd to Torrey Pines entrance, medians and shoulder, trees and shrubs	Yes	Yes
Village Pkwy North			
Village Pkwy South			

**20140133 Landscape Inventory
Attachment "A"**

Roadway/Site	Post-meeting description of limits of site and Data updating and /or collections	Will the landscape database be updated with any updated or newly collected data? (This data is specifically described in the column to the left)	Do Landscape As-Built plans exist and will they be updated?
Walton Rd	US1 To Village Green Dr, shoulder trees, median trees and shrubs	Yes	Yes
Westmoreland Blvd	PSL Blvd to Pine Valley St, medians , trees and shrubs Pine Valley St to Bakersfield St, medians, trees and shrubs Bakersfield St, NW/SE corners, trees Bakersfield St and Westmoreland Ave, roundabout, trees/shrubs	Yes	No



VENDOR CODE OF ETHICS

"A City for All Ages"

The City of Port St Lucie ("City"), through its Office of Management and Procurement ("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.

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
CITY OF PORT ST. LUCIE, FLORIDA
E-Bid #20140133
Landscape Inventory Update

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. _____

CHECKLIST
E-Bid #20140133
Landscape Inventory Update

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

- _____ Documents uploaded in one (1) .pdf file and in this order
- _____ Bid Reply Sheet with proper signature
- _____ Drug Free Workplace Form
- _____ W-9
- _____ Copy of Insurance Certificate
- _____ Vendor Code of Ethics
- _____ Noncollusion Form
- _____ Checklist form
- _____ All pricing has been mathematically reviewed, and all corrections have been initialed
- _____ All price extensions and totals have been thoroughly checked
- _____ Each Bid Addendum (when issued) is acknowledged
- _____ Have reviewed the Contract and accept all City Terms and Conditions

**Addendum #1
E-Bid #20140133
Landscape Inventory Update
November 12, 2015**

The bid opening date has been changed to November 24, 2015 at 2:00 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 to be accepted.

Addendum #2
E-Bid #20140133
Landscape Inventory Update
November 17, 2015

1. Q: What is the proposed budget for this contract?
A: \$60,000.00

2. Q: What was the budget for the initial Tree Inventory Database?
A: \$41,582.00

3. Q: Do all of the trees listed in the Tree Inventory Database need to be re-evaluated, except those excluded in Attachment A?
A: All trees listed on the Landscape Inventory Database Website

The bid opening date has not been changed. 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 to be accepted.

BID OPENING ATTENDANCE
 20140133 Landscape Inventory
 November 24, 2015 2:00 p.m.

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Gina Jolly	City of PSL	gjolly@cityofpsl.com	T 772-344-4055
2.	<i>Wanda Alves</i>	<i>City of PSL</i>	<i>walves@cityofpsl.com</i>	T 772- F
3.				T F
4.				T F
5.				T F
6.				T F
7.				T F

E-Bid Reply Sheet
Bid # 20140133 Landscape Inventory Update

1. **COMPANY NAME:** Miller Legg

DIVISION OF: N/A

PHYSICAL ADDRESS: 1680 SW Bayshore Blvd., Suite 106A

MAILING ADDRESS: same as above/below

CITY, STATE, ZIP CODE: Port St. Lucie, FL 34984

TELEPHONE NUMBER: (772) 344-3431 FAX NO. (772) 237-0962

CONTACT PERSON: Dylan Larson, VP E-MAIL: dlarson@millerlegg.com

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

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

Michael Kroll, RLA, FASLA
President

Dylan Larson, PWS, CEP, CLI, GTA
Vice President

Leslie Hernandez, CPA
Treasurer

How long in present business: 50 years How long at present location: 1 yr w/10 yrs in PSL

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

Is your firm claiming Local Preference under Chapter 35.12: Yes--No

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

Addendum Number	Date Issued
1	11/12/15
2	11/17/15

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

5. **BID RESPONSE**

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

5.2 Percentage of discount when payment is made with Visa: 0 %

5.3 Lump sum amount \$ 54,875.00

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

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 price shall be shown on the E- Bid Reply Sheet.

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

5.5 List five (5) years of experience of the staff assigned to this project on similar GPS Inventory projects.

Staff Name	Company	Project Name, Date Completed and Description	Project Owner, Telephone Number and Email Address
		SEE ATTACHED	

5.6 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:

N/A

(Insert additional lines if necessary.)

Landscape Inventory Update

5.7 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:

N/A

5.8 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:

SEE ATTACHED

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

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

SEE ATTACHED

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

5.10 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, 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. **SEE ATTACHED**

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: I (print) Leslie Hernandez, CPA am an agent 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.

5.5 Staff Project Experience/References

List five (5) years of experience of the staff assigned to this project on similar GPS Inventory projects.

Staff Name	Company	Project Name, Date Completed and Description	Project Owner, Telephone Number and Email Address
William Mohler, CA, CLI and Dylan Larson, PWS, CEP, CLI, GTA	Miller Legg	<p>Name: City of Miami Beach Boardwalk II Update Topographic Survey and GIS Mapping Date: 9/13 – 10/13 Description: Miller Legg updated a topographic and Coastal Construction Control Line (CCCL) survey from 3rd Street to 5th Street (+/- 1100 LF) for the DEP Coastal Construction permit which was part of the design of improvements to a beach boardwalk located between Lummus Park and South Point Drive in Miami Beach. The topographic survey updated the corridor, showing changes in topographic features as well as beach elevations and transects to a determined DEP elevation. The dune vegetation survey included herbaceous, shrub and tree species. Vegetation data was collected using a sub-meter Trimble GPS unit. This data was brought into a GIS program and maps were created indicating dominant species coverage with related percentages. In addition a tree inventory for coastal tree species and associated attributes was conducted by our Certified Arborists and displayed on digital maps. Work was completed under the firm's Miscellaneous Surveying and Mapping Contract as a subconsultant to Coastal Systems International, Inc.</p>	City of Miami Beach Elizabeth Wheaton (305)673-7000 ext. 6121 elizabethwheaton@miamibeachfl.gov
William Mohler, CA, CLI and Dylan Larson, PWS, CEP, CLI, GTA	Miller Legg	<p>Name: Fort Lauderdale Executive Airport (FXE) NRA 21B and Lot 20 and 21 Tree Inventory Date: 7/14 – 9/14 Description: As part of our FXE Environmental Continuing Services contract, Miller Legg conducted GPS collection and GIS digital map for tree inventories performed by our Certified Arborists on Lots 20 and 21 at the Executive Airport.</p>	City of Fort Lauderdale Fernando Blanco, Airport Engineer (954) 828-6536 FBlanco@fortlauderdale.gov
William Mohler,	Miller Legg	<p>Name: FDOT District 6 SR 25/Okeechobee Rd. at HEFT</p>	FDOT District 6 Kirk Hoosac, RLA,



5.5 Staff Project Experience/References

<p>CA, CLI</p>		<p>Date: 9/13 – 10/17 estimated Description: This landscape improvement project included collaboration between FDOT District 6 and Florida Turnpike Enterprise (FTE) to install a BOLD landscape project including Royal Palms, Bismarck Palms and Coconut Palms, to enhance entry points to the Homestead Extension of the Florida Turnpike and along Okeechobee Road, an SIS transportation corridor, in Hialeah. Miller Legg provided design, GPS tree inventory performed by a certified arborist, construction oversight, as-built record drawings and warranty services. The client was Manuel Diaz Farms under their Florida's Turnpike Enterprise Landscape Push Button Contract.</p>	<p>District Landscape Architect (305) 470-5384 Kirk.hoosac@dot.state.fl.us</p>
<p>William Mohler, CA, CLI</p>	<p>Miller Legg</p>	<p>Name: FDOT District 6 SR 907/ Alton Road from 43rd Street to Allison Road Date: 5/14 – 4/20 estimated Description: As part of an FDOT District 6 roadway reconstruction project along this segment of Alton Road, Miller Legg is serving as landscape architecture subconsultant to HW Lochner, with responsibility for planting, irrigation and hardscape plans, as well as a GPS tree inventory performed by a Certified Arborist, and outdoor advertising (ODA). Due to the water table level and need for drainage adjustments along this stretch, the reconstructed road must be elevated, causing several changes to the plans which in turn impact the landscape architecture considerations for this project. Public outreach to the local businesses and residents was instrumental in the development of the project's design solutions.</p>	<p>FDOT District 6 Ms. Hong Benitez, PE, Project Manager (305) 470-5400 hong.benitez@dot.state.fl.us</p>
<p>William Mohler, CA, CLI and Dylan Larson, PWS, CEP, CLI, GTA</p>	<p>Miller Legg</p>	<p>Name: West Lake Park Restoration Date: 4/00 – 11/13 Description: Miller Legg has been working with Broward County on numerous phases of restoration at West Lake Park over the past 20 years. West Lake Park is a 1,500-acre estuarine park that sits along 3 miles of the Intracoastal Waterway (ICWW). One of the largest portions of the project at the Park was the design, permitting, construction oversight, and monitoring of mangrove, seagrass, maritime hammock, and mud flat restoration within the Park. A GPS tree inventory was performed by our Certified Arborists. Baseline studies were performed, including water quality and hydrologic monitoring,</p>	<p>Broward County Parks & Recreation Division Linda Briggs (954) 370-3805 lbriggs@broward.org</p>



5.5 Staff Project Experience/References

		benthic assessments, and seagrass and bathymetric surveys. Then a mitigation plan was developed along with a detailed management plan. The mitigation plan was then permitted through the U.S. Army Corps of Engineers, South Florida Water Management District, and Broward County.	
William Mohler, CA, CLI and Dylan Larson, PWS, CEP, CLI, GTA	Miller Legg	<p>Name: Memorial Hospital Pembroke GPS Tree Inventory</p> <p>Date: 7/15 – 6/16 estimated</p> <p>Description: To improve significant drainage problems at the Memorial Healthcare System's Pembroke Hospital, Miller Legg is providing engineering drainage studies and design services for the campus and the associated parking areas. This work includes analyzing the current drainage system, modeling the drainage system and developing designs for the improvement of the system to reduce flooding issues. The project will also include resurfacing the parking areas and design of new curbing for improved drainage. These improvements will be permitted through the City of Pembroke Pines, South Broward Drainage District and South Florida Water Management District. Surveying, Subsurface Utility Engineering (SUE), maintenance of traffic for public and emergency vehicles, tree inventory using GPS and tree permitting performed by our Certified Arborists and construction observation services are also included in the Miller Legg efforts for this hospital in Pembroke Pines. This contract is performed under our master engineer agreement with Memorial Healthcare System.</p>	<p>Memorial Healthcare System</p> <p>Bert Wilder (954) 962-9650 bwilder@mhs.net</p>
William Mohler, CA, CLI and Dylan Larson, PWS, CEP, CLI, GTA	Miller Legg	<p>Name: Hilton Hotel GPS Tree Inventory and Permitting</p> <p>Date: 1/13 – 9/14</p> <p>Description: Miller Legg and its Certified Arborists conducted a comprehensive tree survey/inventory on all trees located at the prior Hilton hotel property in Dania Beach. Using this data Miller Legg acquired the necessary City and County permits to remove trees that were within a 30-foot buffer of the Hilton Hotel, which was scheduled for demolition as it was a man-made obstruction based on FAA guidelines and the opening of the new Fort Lauderdale-Hollywood Airport runway 10L. The firm coordinated with the client, demolition experts and contractor on construction</p>	<p>Broward County Aviation Division</p> <p>Richard Lauricella (954) 359-2452 rlauricella@broward.org</p>



5.5 Staff Project Experience/References

		<p>methodologies for tree preservation, protection and adherence to permit conditions and county and local tree preservation codes. Miller Legg also conducted a multi-week observation of the Hilton Hotel demolition in order to ensure the trees permitted to remain on site were constantly protected from large scale demolition equipment. In addition, Miller Legg provided observation during construction for permit compliance in addition to the tree relocation process on site with accompanying field reports of activity.</p>	
<p>William Mohler, CA, CLI</p>	<p>Miller Legg</p>	<p>Name: Shenandoah HOA Tree Survey and Permitting Date: 8/15 – 10/15 Description: Miller Legg has been retained to perform various tree and palm inventories located throughout the Shenandoah neighborhood in the Town of Davie. For each of the 27 locations identified within the neighborhood, a tree inventory and evaluation is being conducted to reflect data such as species, diameter at breast height, overall height, canopy spread and general health and condition as evaluated by the firm's Certified Arborists. In addition, each area is being mapped utilized aerial imagery.</p>	<p>Shenandoah Homeowners Association Antuanette Miranda, Property Manager (954) 792-6000 amiranda@castlegro.com</p>
<p>William Mohler, CA, CLI</p>	<p>Miller Legg</p>	<p>Name: City of Parkland Superintendent Date: 2012-2013 Description: Prior to joining Miller Legg, Mr. Mohler was a Superintendent for the City of Parkland, where he responsible for the City's Tree Permitting and Preservation Program. The program included city-wide landscape and tree permitting for the Capital Improvement Program' projects, landscape review plan, and public outreach program on tree inventories.</p>	<p>City of Parkland Sowande Johnson, City Engineer (954) 757-4144 sjohnson@cityofparkland.org</p>



5.8 and 5.9 Pending/Completed Litigation and Judgments - Five Years

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

Claimant	Project Name	Case No.	Description
Monarch Lakes Property Owners Association, Inc.		Broward County 08-0084000(09)	A claim was filed for damages allegedly due to faulty soil compaction and drainage issues. Mediation began in January 2012 and we expect this to be resolved amicably.
City of Lauderdale Lakes vs. Miller Legg	C-13 Canal Greenway	Broward County 13-05653	February 28, 2013 - The City of Lauderdale Lakes filed a complaint for alleged breach of contract, negligent design and indemnification for a pedestrian bridge, greenway and trail along a canal. This issue was settled.
Healthcare district of Palm Beach County v. Miller Legg & Associates, Inc	Lakeside Medical Facility	Palm Beach County 2013CA012963	April 23, 2013 - The Health Care District of Palm Beach County served a Notice of Claim to Miller Legg for design and construction defects relating to the perimeter road of the Project. This matter is in the discovery phase.
St. Lucie County vs. Miller Legg	Verada Ditch	Broward County 562013CA002546	August 8, 2012 - St. Lucie County served a Notice of Claim of Construction Design Defects to Miller Legg on the St. Lucie County Verada Ditch Restoration Project. Miller Legg is working with legal counsel and believes that it has adequate defenses which are being asserted. Settlement is expected.
The Neighborhood Association, Inc. Great Bay Condominium Owners Association, Inc. vs. Miller Legg & Associates, Inc., et al.	Great Bay Condo Association	Superior Court of the Virgin Islands Division of St. Thomas and St. Croix Civil No. ST-12-CV)	July 26, 2012 - Filed a complaint for negligent design; breach of implied warranty of professional services; breach of implied warranty of habitability; negligent misrepresentation; and breach of non-delegable duty of care. Mediation was held in St. Thomas on 9/11/14 and Miller Legg expects to be exonerated.
City of Boynton Beach vs. Miller Legg & Associates, Inc.	City of Boynton Beach Oceanfront Park		On December 2, 2010 - The City served a Notice of Errors and Omission to Miller Legg for an omission from its plans which resulted in additional costs to the City. A settlement was reached and the City waived any and all rights to claims against ML arising out of the alleged design errors and omissions that were the subject of its demand letters.



DRUG-FREE WORKPLACE FORM

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

Miller Legg 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.

Reenie Alexander
Bidder's Signature
11/4/15
Date

Request for Taxpayer Identification Number and Certification

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

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

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

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.)
5747 N Andrews Way

6 City, state, and ZIP code
Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
6	5	-	0	5	6	3	4	6	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Revia Hernandez Date ▶ 11/18/15

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/w9.

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-G (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.

Certificates of Insurance

Client#: 1048817

MILLELEC

ACORDTM

DATE (MM/DD/YYYY)
04/10/2015

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

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

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Casualty and Surety C 31194 INSURER B: Hudson Insurance Company 25054 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Miller Legg & Associates, Inc. 5747 N. Andrews Way Ft. Lauderdale, FL 33309-2364	

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	ADDITIONAL	INSUR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$ COMBRED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				UB5848Y29A	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability				AEE7258604	02/21/2015	02/21/2016	\$2,000,000 per claim \$4,000,000 annl aggr.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2015

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	CONTACT NAME PHONE (A/C No. Ext): 800-338-1391 F-MAIL ADDRESS: aceclientrequest@marsh.com	FAX (A/C No): 888-621-3173
	INSURER(S) AFFORDING COVERAGE	
INSURED Miller, Legg & Assoc., Inc. 5747 North Andrews Way Ft. Lauderdale, FL 33309	INSURER A: Hartford Accident & Indemnity Co	NAIC # 22357
	INSURER B: Sentinel Insurance Company Ltd	11000
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

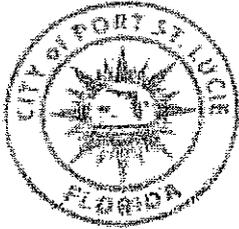
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		84SBUB0728 Prof. Liab. Excl.	11/01/2015	11/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (E&O occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> UNOWNED AUTOS		\$4066NM2047	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Residency in FL) If yes, describe under DESCRIPTION OF OPERATIONS below		NTA			WE STATUTORY LIMITS: <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) FOR PROPOSAL PURPOSES

CERTIFICATE HOLDER Miller, Legg & Associates, Inc. 5747 N. Andrews Way Ft. Lauderdale, FL 33309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brenda Kinast</i>
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VENDOR CODE OF ETHICS

"A City for All Ages"

The City of Port St Lucie ("City"), through its Office of Management and Procurement ("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 Miller Legg

Signature Leslie Hernandez

Printed Name and Title Leslie Hernandez, CPA / CFO

Date 11/4/15

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
CITY OF PORT ST. LUCIE, FLORIDA
E-Bid #20140133
Landscape Inventory Update

State of Florida }

County of Broward }

Leslie Hernandez, CPA, being first duly sworn, disposes and says that:
(Name/s)

1. They are CFO of Miller Legg the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. She 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) Leslie Hernandez
(Title) CFO

STATE OF FLORIDA)
COUNTY OF ST LUCIE }SS:

The foregoing instrument was acknowledged before me this 4th day of November 2015
(Date)

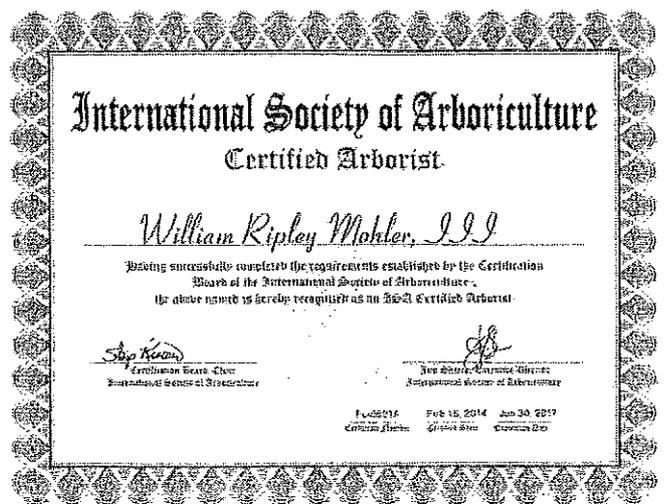
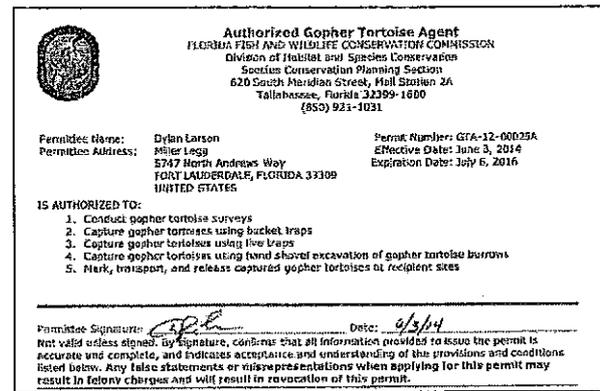
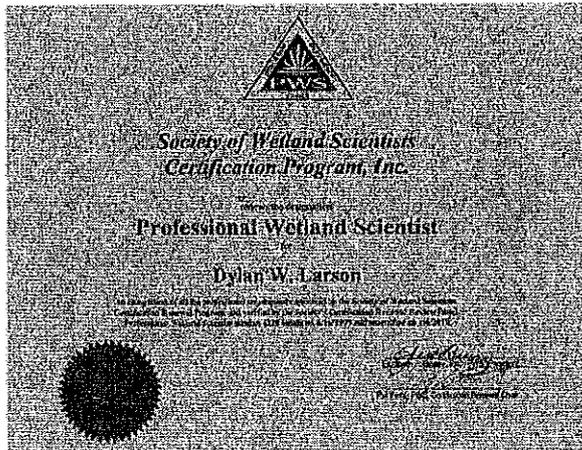
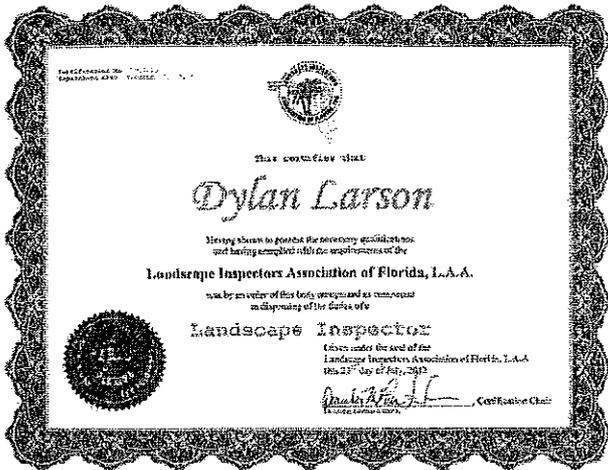
by: Leslie Hernandez who is personally known to me or who has produced
as identification and who did (did not) take an oath.

Darlene Luna
Notary (print & sign name)

Commission No. _____



Professional Licenses and Certifications



*State of Florida
Department of State*

I certify from the records of this office that MILLER, LEGG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1995.

The document number of this corporation is P95000021117.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on March 12, 2015, and its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelveth day of March, 2015*



Ken Detjen
Secretary of State

Authentication ID: CC1115097892

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

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

0066055 11-24
Office AU # 1210(0)

CASHIER'S CHECK

SERIAL #: 6605502499
ACCOUNT#: 4861-513240

Remitter: NONE MILLER LEGG & ASSOCIATES, INC.
Purchaser: WALDENIA DIPIERO
Purchaser Account: 1010018683505
Operator I.D.: u463483 f1006917
Funding Source: Electronic Items(s), Paper Items(s)

November 23, 2015

PAY TO THE ORDER OF ***CITY OF PORT SAINT LUCIE***

Two thousand seven hundred forty-three dollars and 75 cents

\$2,743.75

Payee Address
Memo

WELLS FARGO BANK, N.A.
12184 MIRAMAR PKWY
MIRAMAR, FL 33025
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER--IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 2,743.75

NON-NEGOTIABLE

Purchaser Copy

FB004 44203 40203312

0066055 11-24
Office AU # 1210(0)

CASHIER'S CHECK

6605502499

Remitter: NONE
Operator I.D.: u463483 f1006917

November 23, 2015

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Two thousand seven hundred forty-three dollars and 75 cents

\$2,743.75

Payee Address:
Memo

WELLS FARGO BANK, N.A.
12184 MIRAMAR PKWY
MIRAMAR, FL 33025
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 2,743.75

Richard Levy
CONTROLLER

Security Features Included. Details on Back.

⑈ 6605502499⑈ ⑆ 26000248⑆ 4861 513240⑈

CHECKLIST
E-Bid #20140133

Landscape Inventory Update

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

- Documents uploaded in one (1) .pdf file and in this order
- Bid Reply Sheet with proper signature
- Drug Free Workplace Form
- W-9
- Copy of Insurance Certificate
- Vendor Code of Ethics
- Non-Collusion Form
- Checklist form
- All pricing has been mathematically reviewed, and all corrections have been initialed
- All price extensions and totals have been thoroughly checked
- Each Bid Addendum (when issued) is acknowledged
- Have reviewed the Contract and accept all City Terms and Conditions



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9A
Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 

FROM: Patricia J. Selmer, Community Services Director 

Agenda Item: Motion: Public Hearing: Approval of CDBG Annual Performance Report 2014-2015

Submittal Date: 12/4/2015

STRATEGIC PLAN LINK: PORT ST. LUCIE MISSION PRINCIPLE B, "RESPONSIVE TO THE COMMUNITY."

BACKGROUND: Each year we are required by the Department of Housing and Urban Development to prepare Annual Performance Reports detailing our CDBG (Community Development Block Grant) and housing expenditures for the past year compared to what was projected. The Reports include the following: List of Activities by Program Year, Activity Summary; Summary of Consolidated Plan Projects; Summary of Housing Activities; Summary of Accomplishments; and CDBG Financial Summary Report. These reports show all CDBG activities undertaken this past year, the amounts allocated and expended, and the balances available for each project. The final report is the Annual Performance Report Narrative. The narrative summarizes all CDBG activities planned, compared to actions taken, and includes the housing strategies funded through the SHIP (State Housing Initiatives Partnership), CDBG, and NSP (Neighborhood Stabilization Programs). The narrative portion provides an opportunity to assess the performance of the City in relation to meeting overall five-year priorities of the Consolidated Plan and the one-year Action Plan.

ANALYSIS: The CDBG Annual Report has been available for public review and comment since December 7, 2015 and will continue to be available through December 22, 2015 in the Community Services office and on the City's web site. It is the subject of this public hearing which will give Port St. Lucie residents the opportunity to comment on the material contained in the reports. The Annual Report will be submitted after the review period has concluded and will contain

any comments received, written or verbal. A copy of the Report Narrative is attached.

FINANCIAL INFORMATION: The City's CDBG allocation for the 2014-2015 fiscal year (October 1, 2014 to September 30, 2015) was \$927,375. The attached "CDBG Project Funding" spreadsheet shows the status of projects for 2013-2014 and 2014-2015.

LEGAL INFORMATION: The information in this report is not required to be reviewed by the legal department.

STAFF RECOMMENDATION: Staff recommends approval of the report for submission to the Department of Housing and Urban Development at the conclusion of the public hearing. The report and any comments received will be submitted to HUD after the review period has concluded (December 22, 2015.)

SPECIAL CONSIDERATION: The public hearing for December 14, 2015 has been advertised.

PRESENTATION INFORMATION: No presentation will be made

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: The CDBG program covers the entire City of Port St. Lucie in its housing programs and low/moderate income areas for infrastructure.

ATTACHMENTS: CDBG Project Funding Spreadsheet and CDBG Annual Performance Report narrative

RECEIVED

DEC 04 2015

City Manager's Office

CDBG PROJECT FUNDING 2013-2014 & 2014-2015

Project	Goal	Original Allocation	Expended Amount	Encumbered Amount	Remainder
2 Pedestrian Lights - Darwin	Community Development	\$304,000	\$231,432.20	\$76,114.80	\$0.00
Repair/Rehab 2013 - 2014	Affordable Housing	\$399,740	\$399,740	\$0.00	\$0.00
ADA Improvements – 5 area parks	Improved Accessibility	\$27,000	\$27,000	\$0.00	\$0.00
Community Garden	Community Development	\$30,000	\$7,937.11	22,062.89	\$0.00
D-9 Canal Restoration	Community Development	\$300,050	\$300,050	\$0.00	\$0.00
Repair/ Rehab 2014 - 2015	Affordable Housing	\$384,900	140,349.39	\$244,550.61	\$0.00



**CITY OF PORT ST. LUCIE
ANNUAL PERFORMANCE REPORT
COVER SHEET
FISCAL YEAR 10/1/14 – 9/30/15**

This Annual Performance Report is being submitted by the City of Port St. Lucie (B14-MC-12-0038) and covers the period from October 1, 2014 through September 30, 2015.

The Port St. Lucie Community Services office prepared this report. Please contact Pat Selmer at 772-871-5283 if you have any questions or require further information regarding this report.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Projects listed in the 2014 Action Plan are either completed or currently underway. We expended a total of \$300,050 for infrastructure projects proposed in the plan, \$28,681 to complete ADA improvements in several area parks and \$7,937 to create a Community Garden adjacent to low/mod income neighborhoods. The remaining funds for the Community Garden are encumbered. We also expended an additional \$314,883 of prior year funding to install two High-Intensity Activated Crosswalk (HAWK) Signals on Tunis Ave. & Belmont St. along Darwin Blvd. Due to the specialized nature of the HAWK signals the bidding process was lengthy. This project is nearing completion and the remaining funds are encumbered. We have also expended \$19,310 to complete ADA sidewalk improvements at the Community Center. Therefore, we have made progress toward meeting our goals and objectives. NSP project funds and CDBG funding were both utilized last year to help make up for the shortfall in SHIP funding for housing normally used for repair rehab and/or home purchase.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing for Low to Moderate Households	Affordable Housing	Neighborhood Stabilization Program (NSP): \$2,133,852	Homeowner Housing Added	Household Housing Unit	5	5	100.00%	5	16	320.00%

Affordable Housing for Low to Moderate Households	Affordable Housing	CDBG: \$384,900 / State Housing Initiatives Partnership (SHIP): \$830,289	Homeowner Housing Rehabilitated	Household Housing Unit	15	17	113.00%	15	17	113.00%
Affordable Housing for Low to Moderate Households	Affordable Housing	/ Neighborhood Stabilization Program (NSP): \$2,133,852	Direct Financial Assistance to Homebuyers	Households Assisted	25	16	64%	25	16	64.00%
Community Development Facilities	Non-Housing Community Development	CDBG: \$357,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	969	11837	1221.00%	969	11837	1221%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

One of the top objectives identified in the Action Plan was to create a suitable living environment for citizens by improving accessibility to a number of community development facilities. The City places its highest priorities on the physical revitalization of its older infrastructure in low-income neighborhoods and self-investment in low/moderate income areas. These activities include physical improvements such as roads, storm drainage, water and sewer, and sidewalks; they also include public facilities such as parks, recreation areas, senior centers, community centers

and public safety facilities. The ADA sidewalks project at the Community Center will improve accessibility and the D-9 Canal Restoration project will improve sustainability with upgrades to drainage areas to mitigate flooding. Both projects were successfully completed. Ongoing projects intended to help meet our Community development goals, which are set out in the Strategic Plan and intended to meet this objective are as follows:

In 2013-2014, the City allocated \$304,000 for streetlights on Darwin Blvd. at Belmont Circle and Landale Blvd. An additional streetlight at Chartwell St and Tunis Ave was also completed with CDBG funds. These street light projects, which are currently underway, will provide greater accessibility to community development activities in low income areas of the City.

The second objective was to provide decent housing by revitalizing older housing. The city allocated a portion of the 2013-2014 and 2014-2015 CDBG funding to repair/rehab existing housing. The 2014-2015 funding received from the SHIP program, plus a small amount of program income, was used for these projects. NSP funding was utilized to purchase foreclosed homes from lenders, repair them, and sell them to low to middle income homebuyers. Direct homeowner assistance was available to pay for gap financing. The City did not complete all of the repairs and/or sales of houses purchased with NSP funding; some repairs are still underway. All projects proposed under the Annual Action Plan, however, are either completed or underway.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	6
Black or African American	4
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	0
Hispanic	3
Not Hispanic	7

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Racial and ethnic composition of families assisted with CDBG funding is as follows: White families 6; Black or African American families 4; Total 10. The Community Services Department tracks racial and ethnic status of families assisted with SHIP and NSP funding as well. We also track other information about the households assisted, including family size and disability status. This information is available in the SHIP Annual Report and in NSP's reporting system (DRGR). We do not have any areas in the City where the minority population exceeds 25% therefore our activities benefit all low to moderate income households regardless of race or ethnicity.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Entitlement Funding	1,457,208	1,074,173
Other	CDBG Disaster Funding	0	0
Other	Neighborhood Stabilization Program (NSP)	2,133,852	827,054
Other	State Housing Initiatives Partnership (SHIP)	830,289	606,581

Table 3 – Resources Made Available

Narrative

From the 2014-2015 CDBG funding, \$300,050 was expended for infrastructure projects, \$19,310 was expended for ADA sidewalk improvements, \$28,681 was expended for ADA improvements at several area parks and \$7,937 was expended for a Community Garden in a low/mod income neighborhood. The balance is encumbered for the projects specified in the Action Plan.; all projects are underway. An amount of \$140,349 was expended for Repair/Rehab and an additional \$262,960 was expended from prior year funds. Disaster funding, available through the County was utilized to complete two drainage projects last year. NSP funds from NSP1 and NSP3 have been used to purchase 5 houses from foreclosing lenders, rehab 13, and sell 16 with homebuyer assistance in the form of a deferred mortgage.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

There are sixteen census tract block groups within the City where over 45.74% of the residents (Port St. Lucie's Exception Criteria) had incomes below the region's low-income Median Family Income maximums. The City does not reserve funding for any particular area, but these census tracts/block groups are the locations where the City conducts CDBG activities on an area-wide basis when opportunities and funding are available. The following CDBG activities were planned to benefit residents in one of those areas:

CDBG Prior Year Funding: ADA sidewalk improvements at the Community Center in Census Tract

3820.07 and installation of two pedestrian signals in the vicinity of Villa Seton, a low income elderly rental community and Windmill Point, a low income housing development in CT 3821.13.

CDBG Funding: ADA improvements to park restrooms in four (4) city parks, infrastructure for a community garden adjacent to low income areas, and improvements to D9 Canal in low income CT 2005 to mitigate flooding.

Housing programs that utilize CDBG Funding, and homeless services data provided by the Treasure Coast Homeless Services Council provide benefits to low/moderate/middle income households citywide.

NSP1 and NSP 3 funding is restricted to targeted areas of the city where the need for purchase, rehab and resale of foreclosed properties to owner-occupants is the most acute. These targeted areas include the following Year-2000 census tracts: 15.03, 18.01, 18.02, 20.01, 20.02, 20.03, 20.04, 20.05, and 21.05.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Funds for Community Development projects are leveraged with the City's funds and other Federal and State grants where possible, especially if a match is required. Housing activities are leveraged, when available, with Florida Power & Light (FPL) rebates. NSP funding is leveraged with private lender first mortgage financing, bond financing when available, and required homeowner contribution.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	45	48
Number of Special-Needs households to be provided affordable housing units	0	0
Total	45	48

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	5	5
Number of households supported through Rehab of Existing Units	15	27
Number of households supported through Acquisition of Existing Units	25	16
Total	45	48

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Port St. Lucie has used a large portion of its CDBG funding for infrastructure, a top priority, for many years. The City has planned many of its CDBG projects to mitigate flooding and add sidewalks; these projects have always been located in low income areas that needed these improvements to create a suitable living environment for the local residents. CDBG disaster funding has also provided major assistance in some of these same areas.

The state SHIP funds have been reduced significantly for a number of years and we have had to expend our CDBG funding on repair/rehab if we want to accomplish our goal of providing decent affordable housing. The NSP program has been filling the gap for homeownership assistance. Of the 208 single-family foreclosed homes we purchased with NSP funding since 2010 over 183 have been repaired

and 180 have been sold. This amount includes ten energy-efficient homes that were rebuilt on vacant lots that remained after the original homes were demolished. We have, therefore, been able to accomplish portions of our goals in the areas where we needed the most assistance. Other goals have been delayed as we lost critical funding and pooled other funding sources to try to fill the gap.

Discuss how these outcomes will impact future annual action plans.

It appears that the City’s resources will continue to be meager compared to its needs for community development and housing. Disaster funds have been used to fund large projects that were needed to lessen the effects of disasters on a neighborhood, but those funds are exhausted and there will still be more projects that develop due to aging infrastructure. The NSP program has helped to fill the gap for home purchase assistance, but the City has had to utilize CDBG funding in order to fill the repair/rehab gap for existing homeowners. SHIP funds will continue to be unpredictable due to the lack of dedicated funding. Future Action Plans will involve prioritizing projects to ensure that those that are most important to low income households are funded as soon as possible.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	6	0
Moderate-income	3	0
Total	9	0

Table 7 – Number of Persons Served

Narrative Information

The City of Port St. Lucie was able to achieve its affordable housing goals in times when disaster funds were available. Since that time, the funds have been reduced greatly and additional attention has been placed on prioritizing projects that meet the needs of the most underserved populations.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Treasure Coast Homeless Services Council, Inc. (TCHSC) serves as the official Continuum of Care for the Treasure Coast (St. Lucie, Martin and Indian River counties). It is the official qualified applicant for State and Federal homeless prevention, program development and direct services funding on the Treasure Coast. It is also the lead agency for the State Office on Homelessness on behalf of the three county area. The Council operates a Homeless Resource Center for the Treasure Coast, which provides approximately \$300,000 per year in direct financial assistance to homeless and near-homeless families. It owns and operates 12 units of fair market rental housing in St. Lucie County for individuals and families who are at or below 50% of the area median income. Rents are capped at 30% of the family's income.

The Treasure Coast Homeless Services Council's Clienttrack, a Homeless Management Information System, indicates the following information for the City of Port St. Lucie for the months from October 1, 2013 through September 30, 2014: a total of 121 services were provided to 48 families with children and 8 single seniors from Port St. Lucie; they received assistance for rental and/or utility payments to prevent eviction, to restore utility services and or relocate to more suitable, affordable rental housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

Port St. Lucie residents received more than \$25,929.00 in rental and utility assistance paid directly to landlords or to utility companies. Other State and Federal funding provided professional staffing dollars through June 1, 2014 to the Homeless Family Center Emergency and Transitional Housing Programs to provide both family shelter and transitional housing to clients from St. Lucie County, including Port St. Lucie.

The Council coordinates all grant funding applications for homeless prevention and rapid rehousing through the State Office on Homelessness and HUD. TCHSC received \$1.39 million in 2014 from HUD McKinney Vento under the Homeless Continuum of Care Competitions to provide supportive housing for disabled persons in fair market housing in the community. St. Lucie County received \$348,084 in grant funding to house 53 disabled homeless adults. This includes residents from the City of Port St. Lucie. The Council also manages an extensive, secure client management database for more than 65 agencies which allows agencies to collaborate on services, avoid duplication and track clients across programs. Funding through the State Office on Homelessness is in the form of competitive applications for balance of State Federal funding, usually Emergency Solutions Grants funds which are used to prevent evictions, make utility payments and re-house homeless families with children across the entire

Treasure Coast.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

When disaster funding was available the City provided rental and/or mortgage assistance to households that had lost access to their homes due to the storms. That money is no longer available and there is no funding to replace it. The City also provided foreclosure assistance with SHIP funding in the past. But that funding is no longer available. We do, however, try to provide referrals to the housing authority or to low cost apartments in the area when necessary. We also work with the Hardest Hit program so that unemployed and underemployed can get assistance to pay mortgage payments until their income stabilizes. This keeps them from losing their homes to foreclosure and joining the ranks of the homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Office of Community Services is a member of the Treasure Coast Homeless Services Council and the Council of Social Agencies (C.O.S.A.). These agencies provide referral services for individuals and families needing assistance throughout the county, including assistance for the homeless. In addition, the Police Department serves as a member of the "One-Stop" program, which uses the above information for client referrals countywide.

St. Lucie County counts the number of unsheltered homeless persons at a given point in time each year during the last ten days of January. The results of this survey for January 2014 are shown on the table below.

Homeless Point in Time Count for St. Lucie County - One Day Street Count 01.31.14

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Port St. Lucie does not have a Housing Authority. However, the City works with the City of Fort Pierce Housing Authority clients who currently live in subsidized apartment buildings and Section 8 housing. We have been able to provide them with assistance to purchase a home if they have maintained their credit and have sufficient income to support a mortgage. When possible, we also work with the local chapter of Habitat for Humanity to help place Port St. Lucie self-sufficiency graduates in housing they can afford.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

See paragraph above

Actions taken to provide assistance to troubled PHAs

The Fort Pierce Housing Authority is not listed as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Port St. Lucie, as a recipient of State Housing Initiatives Partnership (SHIP) funding, is required every three years to form an Affordable Housing Advisory Committee (AHAC) to review and assess public policies that serve as barriers to affordable housing and to report on that assessment. The AHAC of 2015 has been meeting since October and will be preparing a report on affordable housing incentives for submission to Florida Housing Finance Corporation in December.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Housing Needs. The major obstacle to addressing housing needs in the past has been the lack of dedicated resources at the state level. This year is no different. The City's SHIP Housing Assistance Program received \$783,377 plus \$46,912 in additional funding for the state fiscal year 2014-2015. We also received \$90,004 in program income returned to the program when assisted houses were sold. Twenty percent of the funding allocations must be reserved for special needs clients, with emphasis on developmentally disabled individuals. At one time the City received over \$1.2 million for down payment assistance and repair/rehab. Because of the reduced amounts over the last few years, a portion of the CDBG funding has had to be utilized to assist with the large number of families that need this type of assistance. The City, therefore, has a waiting list of applicants who need repairs to their homes or accessibility/retrofit.

Another challenge to addressing housing needs has emerged due to results of the economic recession and foreclosure crisis. Housing prices fell for a few years making home purchases much more affordable. But there was less assistance available and tighter credit and lending standards; it was harder to get households qualified to purchase their own homes. Now housing prices have climbed back up to the point that few households can afford to purchase. A portion of the Neighborhood Stabilization Program (NSP) funding is still available, but the City cannot purchase homes that income qualified buyers can afford.

Community Development Needs. The lack of infrastructure and commercial planning from the time the City was first developed in the 1960s continues to impede our progress today. We took over the water/sewer utility from the County in the 1990s and needed to supply city-wide water/sewer service throughout the community. At one time, we had the largest water/sewer project in the nation. This helped energize our economic development as well as provide environmental benefits. Unfortunately, the economy began to fail at the same time the project was completed. We continue to pursue increased economic development opportunities, including tax relief for new businesses.

Being such a young city, we have not concentrated on historical preservation activities. We don't have a large number of homes that were built 50 or more years ago. We have only recently begun to work toward preserving historical documents, etc. The City itself has begun to work with a Historical Committee to begin the process of identifying historical documents and properties within the City.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Duplicate of above

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Our anti-poverty strategy consists of a concentrated effort to increase economic opportunities for citizens of Port St. Lucie, particularly those in low and moderate-income households. Housing and economic programs that have been helpful to this strategy include CDBG, SHIP, and NSP funding. SHIP and CDBG funding were used to provide repair assistance to 27 low/moderate income households. NSP assisted 16 low/moderate and middle income families with home purchase assistance to purchase a foreclosed and rehabilitated home. The city purchased 5 foreclosed single family homes in 2014/2015 with NSP funding, sold 11 homes built previously and built 5 new houses. We completed rehab on 15 homes this year and are in the process of reselling the last homes to eligible clients. Additionally, local funds and other grant funds are being used for some of the infrastructure improvements. Although the City has not planned and does not have funding to support economic activities, the use of funding for housing has helped to create jobs available for lower income residents. We have also been working with the Hardest Hit program which assists unemployed and underemployed with mortgage payments. Many of these residents are living on unemployment pay and are functioning at poverty level. The City provides tax abatement assistance for new businesses which is anticipated to help provide jobs for lower income families.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Port St. Lucie enrolls in training events, when available, to increase knowledge of staff members regarding funding needs and programs available to meet those needs. We have worked with the City of Ft. Pierce and St. Lucie County in order to coordinate on CDBG disaster funding administered by the County. Meetings help to coordinate our efforts on these projects as well as housing activities. Bi-monthly lending consortium meetings help to keep the groups connected and focused on affordable housing issues in the county.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City continues to coordinate with the County Community Services Department and social service agencies, such as COSA Connect (formerly Council of Social Agencies), and the Community Organizations Active in Disaster (COAD) to enhance coordination between public and private housing and social

service agencies. We are participating in the Hardest Hit program to try to prevent foreclosures

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City completed its updated Analysis of Impediments to Fair Housing Choice in March of 2014. This analysis found several issues that may restrict housing choice, among them lack of education/communication regarding housing; lack of centralized reporting and mortgage/rent issues. The City takes certain actions each year to reduce these impediments and bring fair housing into the forefront. These actions are listed as follows:

1. Continue to enforce its fair housing ordinance.
2. Proclaim one month of each year (usually April) fair housing month and display fair housing posters in all appropriate public buildings. Work with other public and private organizations to improve educational activities such as training seminars, symposiums and housing events that expand the understanding of legislation associated with Fair Housing. Information regarding housing and services for persons with disabilities will be included.
3. Continue to print and distribute (in English/Spanish) fair housing brochures in the City's facilities and distribute fair housing pamphlets to social service agencies and libraries.
4. Collaborate with community and professional organizations to promote a fair housing educational program.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

None of our CDBG activities required monitoring of subrecipients. When they do, we ask for written reports and make on-site visits to ensure compliance with CDBG requirements. Otherwise, the City ensures that it follows its Action Plan, allocating funds, and reallocating when necessary, according to its provisions. We review performance measurements as each project is completed and report progress quarterly in the IDIS system.

The City monitored its infrastructure projects as indicated above. We continued to meet our timeliness requirements for CDBG. Housing programs were monitored throughout the year to ensure compliance with income set asides, etc. The Annual report for SHIP funding was completed in September, 2015.

We compare projects completed with projects proposed under the Action Plan in order to evaluate our progress on infrastructure projects using CDBG funding. We compare the Annual Goals in Objectives with actual amounts expended and units completed. This information was included in our Action Plan for 2014 and contains numerical goals for resources used during the program year. Direct product results and actual benefits from the program are listed within each area of this narrative report.

We have helped property values and eliminated significant health and safety deficiencies for families as a result of housing rehabilitation. The NSP program has made a significant positive impact in restoring neighborhood pride and helping declining housing values in those neighborhoods.

In looking back at the programs and activities that took place last year, the City stayed on target with the goals and objectives listed in the Consolidated Plan process. In the Housing Program we utilized our funding in the areas where demand was highest. As in previous years the highest need was for homeowner repair/rehabilitation. We have rehabbed 15 NSP foreclosed properties and sold 16 during the fiscal year. During the year we purchased five homes with NSP funding.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The availability of the Annual Performance report narrative and all IDIS reports was advertised in a local newspaper and the actual report was made available for review for 16 days. Any comments received and our response will be attached to this report as Exhibit B. A public hearing was held on December 14, 2015.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has not changed its objectives, although we have changed funding sources for specific projects in order to meet timeliness objectives and/or utilize other funds available to us to complete the activities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 12/14/2015

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

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

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

Agenda Item: Resolution: Preliminary and Final Plat – St. Lucie West Basin 4E-5
Plat No. 192 (P15-062) *15-R114*

Submittal Date: 12/3/2015

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

BACKGROUND: The purpose of this subdivision plat is to create a canal construction project connecting two existing drainage basins within the St. Lucie West Services District water management system.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The resolution has been approved as to form by Attorney Keri Norbraten.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the subdivision plat application at their meeting on November 3, 2015.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: The property is located on the east side of Cashmere Boulevard, west of the Florida Turnpike, south of Westgate Elementary School, and north of the Renaissance Charter School.

ATTACHMENTS: Resolution, staff report, maps, application, and plat.

PT/TK

RECEIVED

DEC 03 2015

CITY MANAGER'S OFFICE

RESOLUTION NO. 15-R114

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR ST. LUCIE WEST PLAT NO. 192 (P15-062); 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.

WHEREAS, the City of Port St. Lucie, Florida has been requested by St. Lucie West Services District to approve and accept the preliminary and final plat titled St. Lucie West Plat No. 192, with construction plans, within the City of Port St. Lucie, Florida; 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 April 22, 2015, recommended approval of the construction drawings and preliminary and final plat (P15-062); and

WHEREAS, the Planning and Zoning Board, on November 3, 2015, recommended approval of the construction drawings and preliminary and final plat (P15-062); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary and final plat titled St. Lucie West Plat No. 192, within the City of Port St. Lucie, Florida, said plat being offered by St. Lucie West Services District as owners and title holders of said property and as prepared by Arcadis U.S. 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 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.

RESOLUTION NO. 15-R114

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida,
this 14th day of December, 2015.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

Pam E. Booker, City Attorney



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

TO: PLANNING AND ZONING BOARD - MEETING OF NOVEMBER 3, 2015

FROM: KATHERINE H. HUNTRESS, PLANNER *KH*

RE: ST. LUCIE WEST BASIN 4E-5 PLAT NO. 192
PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P15-062

DATE: OCTOBER 21, 2015

APPLICANT: Robert W. Lawson, PE, with Arcadis is acting as the agent for the owner.

OWNER: The owner is St. Lucie West Services District.

LOCATION: The subject property is located on the east side of Cashmere Boulevard, west of the Florida Turnpike, south of Westgate Elementary School, and north of the Renaissance Charter School.

LEGAL DESCRIPTION: The property is legally described as Upland Tract 4, Upland Tract 5, Wetland Tract 115, Buffer Zone Tract 115, SLW Plat 81.

SIZE: Approximately 14.5 acres

FUTURE LAND USE: OSC (Open Space Conservation) and OSP (Open Space Preservation)

ZONING: GU (General Use)

EXISTING USE: Vacant land between two water management tracts

SURROUNDING USES: North = GU (General Use) zoning, existing water management tract. South = GU (General Use) zoning, existing water management tracts. East = the Florida Turnpike and then RS-2 (Single Family Residential) zoning, existing turnpike and then single family residences. West = Cashmere Boulevard and then PUD (Planned Unite Development) zoning, existing roadway and then single family residences and townhomes.

PROPOSED PROJECT: The purpose of this subdivision plat is to create a canal construction project connecting two existing drainage basins within the St. Lucie West Services District water management system.

Environmental Impacts: The project is subject to the St. Lucie West DRI (Development of Regional Impact) and Chapter 157 Natural Resource Protection of the City of Port St. Lucie Land Development Regulations for the preservation of uplands and wetlands.

- There will be impacts to approximately 5.36 acres of the existing Upland Tract No. 4 and Wetland Tract No. 5, which will need to be mitigated for in accordance with city code.
- There will also be impacts to approximately .301 acres of the existing Wetland No.115, which will be mitigated for offsite at the Bluefield Ranch Mitigation Bank.

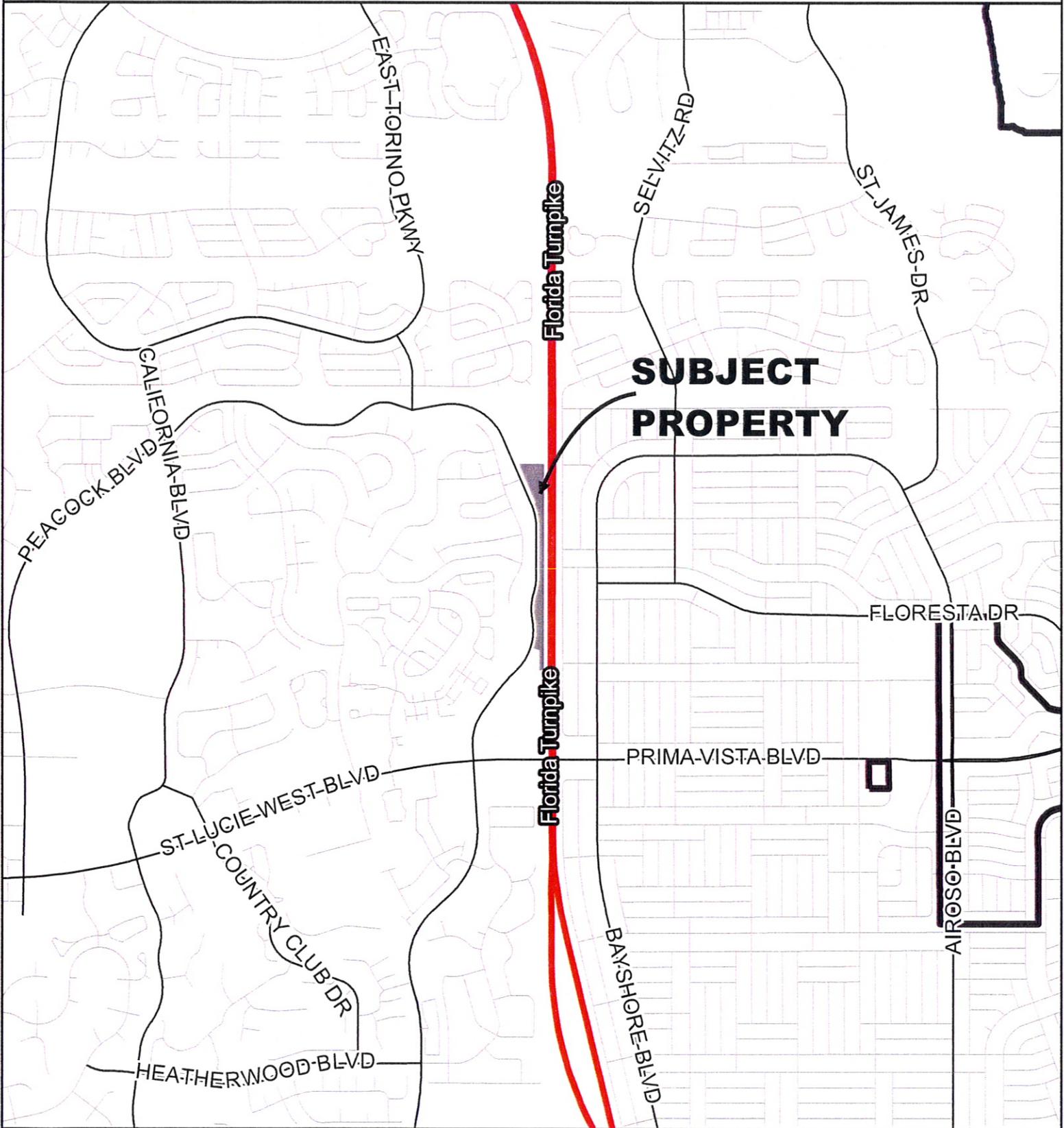
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, and City Subdivision Code. The Site Plan Review Committee reviewed the request on April 22, 2015 and unanimously recommended approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend approval with conditions
- Motion to recommend denial

Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION

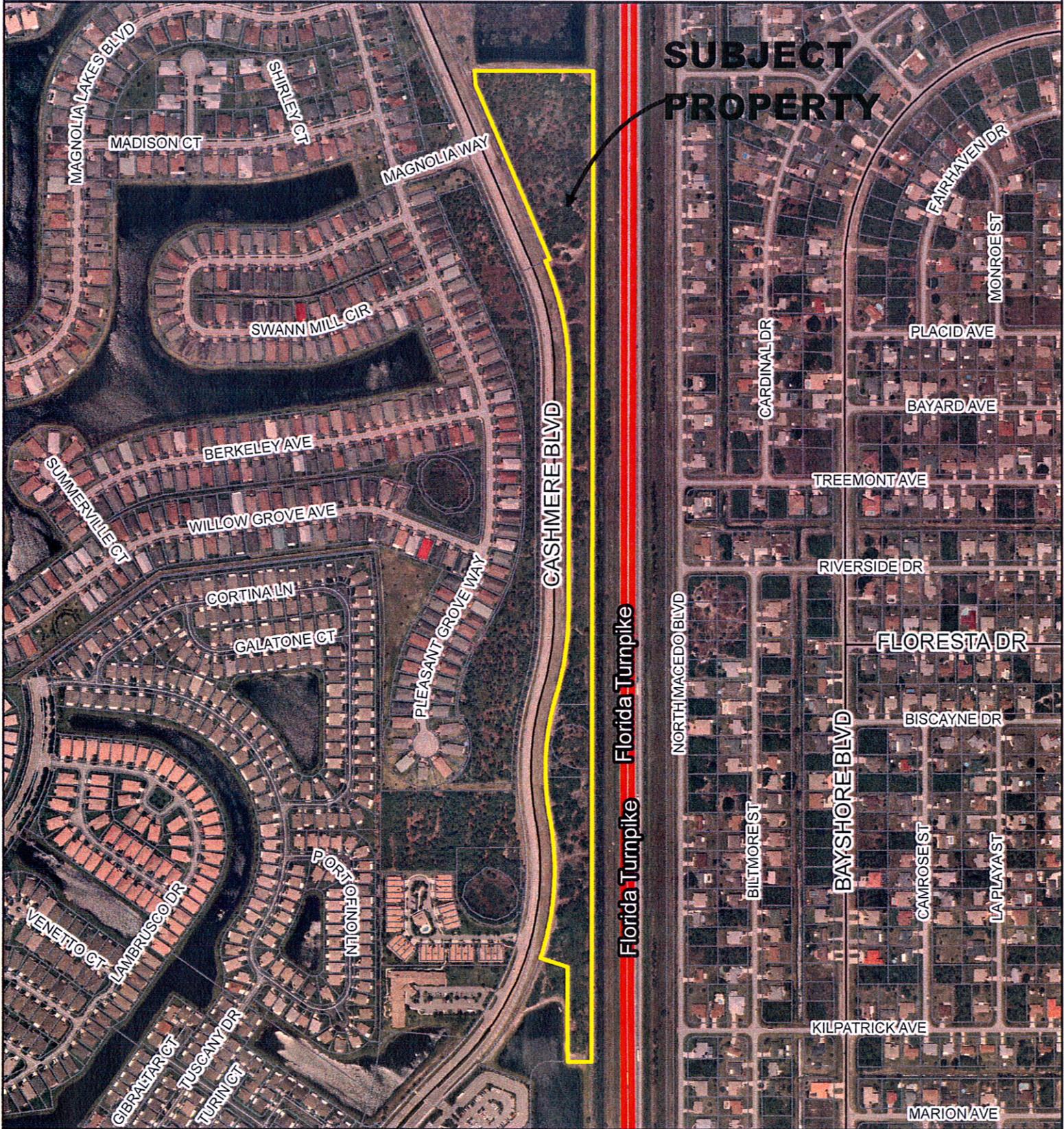


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
BASIN 4E-5 CANAL INTERCONNECT @ SLW
SLW PLAT NO. 81

DATE:	4/13/2015
APPLICATION NUMBER:	P15-062
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
BASIN 4E-5 CANAL INTERCONNECT @ SLW

SLW PLAT NO. 81
AERIAL DATE 4/2012

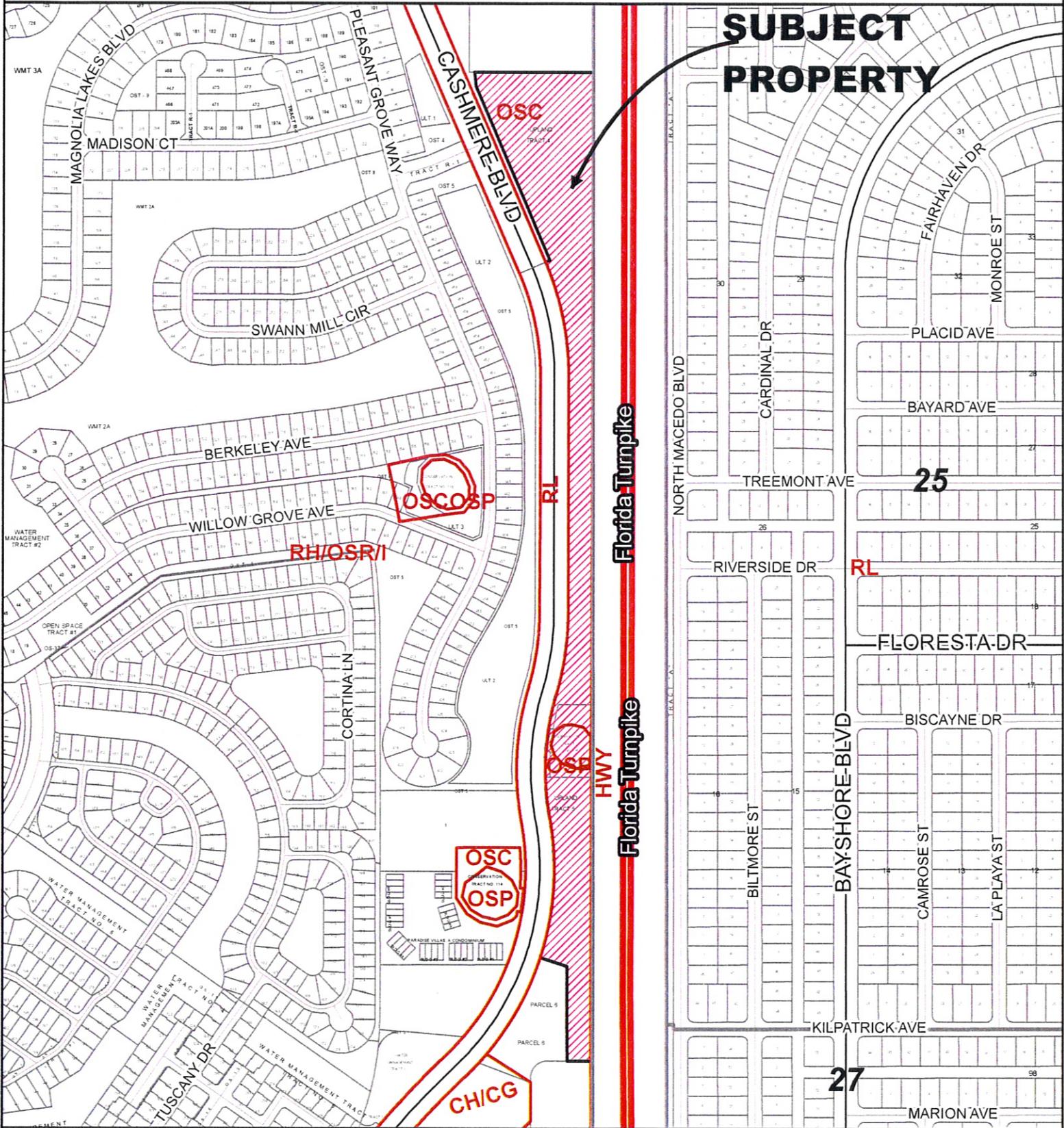
DATE: 4/13/2015

APPLICATION NUMBER:
P15-062

USER: patricias

SCALE: 1 in = 550 ft

FUTURE LAND USE

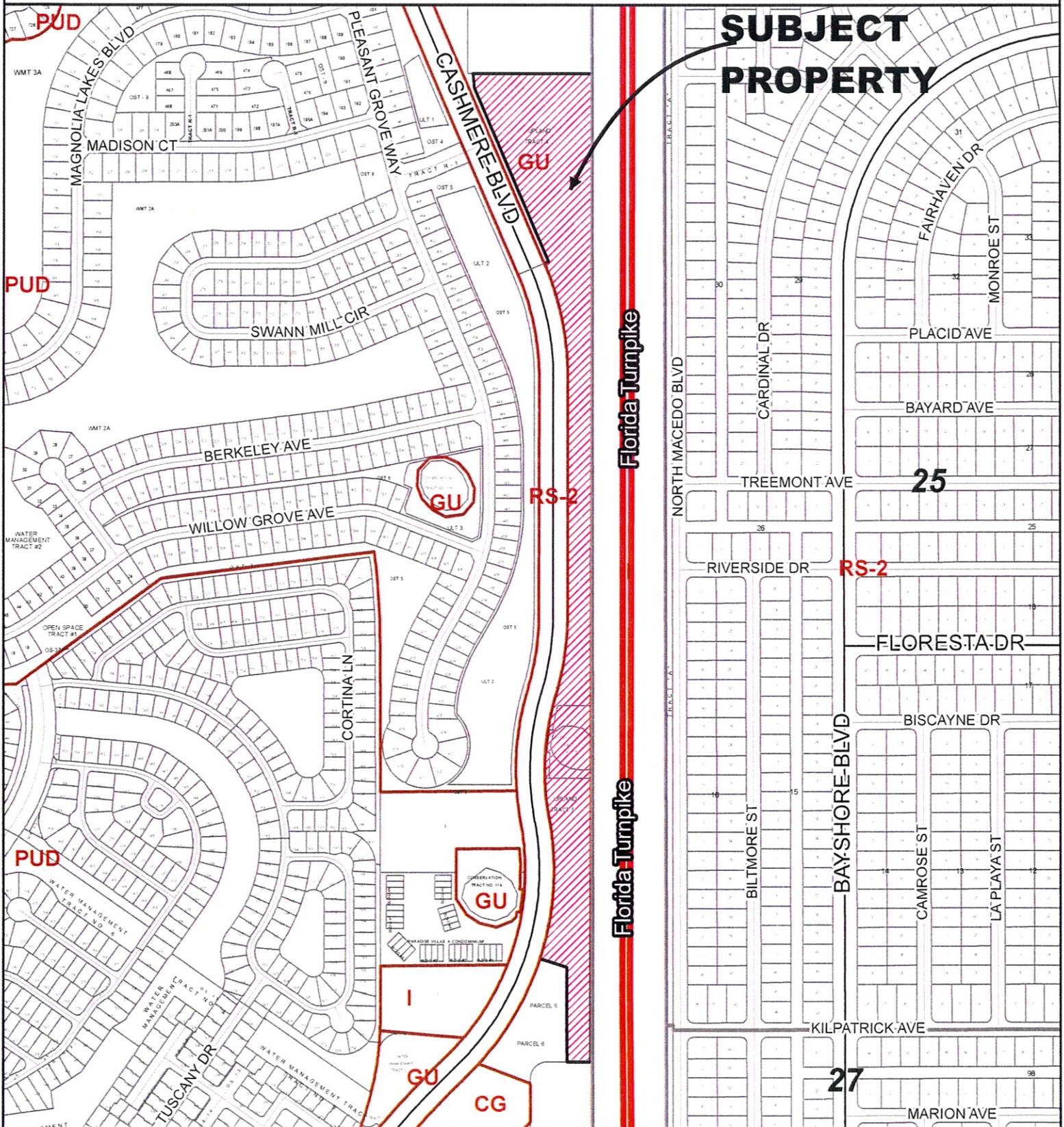


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
BASIN 4E-5 CANAL INTERCONNECT @ SLW
SLW PLAT NO. 81

DATE:	4/13/2015
APPLICATION NUMBER:	P15-062
USER:	patricias
SCALE:	1 in = 550 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
BASIN 4E-5 CANAL INTERCONNECT @ SLW
SLW PLAT NO. 81

DATE: 4/13/2015
APPLICATION NUMBER: P15-062
USER: patricias
SCALE: 1 in = 550 ft



City of Port St Lucie
Planning & Zoning Department
121 SW Port St. Lucie Blvd.
Building B
Port St. Lucie, FL 34984-5099

Attention; Ms. Anne Cox – Assistant Director

Subject:
St Lucie West – Basin 4E-5 Canal Interconnect

Dear Ms. Cox,

The attached construction plans and record plat are being submitted in support of a canal construction project connecting two existing drainage basins within the St Lucie West Services District water management system. The origination of this project dates back to field observations made on August 28, 2012 following Tropical Storm Isaac. St Lucie West and other parts of Port St Lucie experienced a two day rainfall event totaling approximately 16 inches between Isaac itself and the trailing feeder band event that occurred on Monday the 27th.

Field observations made on the afternoon of the 28th indicated a water level in the Basin 5 discharge lake, located south of Westgate School, that was approximately 1.5 feet above control, while water level in the Basin 4E discharge lake, located directly north of the Lowes Home Improvement site, was 2.5 feet above control. The perimeter berm adjacent to the Basin 4E control structure had breached and even with water bypassing the control structure, levels in the two basins were significantly different. Basins 4E and 5 share the same 18.50 NGVD control elevation and are hydraulically connected by a piping system between the Kings Isle and Magnolia Lakes subdivisions. The field observations indicated that the existing hydraulic connection was not adequate to accommodate the storm conditions presented during this rainfall event.

The Basin 4E-5 Canal Interconnect project is the last of the projects identified as a result of T. S. Isaac and will provide benefit to the northeast quadrant of the system. Benefits to be received from this project include additional stormwater storage area and a better hydraulic connection between basins allowing the system to operate in a more efficient manner. The canal itself will create 3.2 acres of additional surface area at control thus increasing stormwater storage. The enhanced hydraulic connectivity provided by the

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MAR 31 2015
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE FL

ARCADIS
2081 Vista Parkway
West Palm Beach
Florida 33411
Tel 561.697.7000
Fax 561.697.7751
www.arcadis-us.com

INFRASTRUCTURE

Date:
March 31, 2015

Contact:
Bob Lawson

Phone:
561-697-7002 Direct

Email:
rlawson@arcadis-us.com

Our ref:
WF003601.0017

Florida License Numbers

Engineering
EB00007917

Geology
GB564

Landscape Architecture
LC26000269

Surveying
LB7062

Imagine the result

canal will facilitate better equalization between basins allowing better utilization of both control structures.

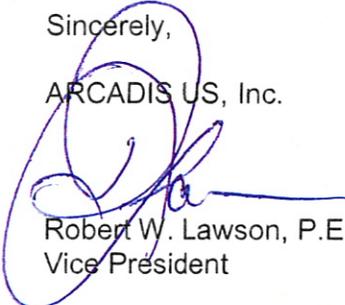
The proposed record plat identifies an 80 foot wide water management easement transversing Upland Tracts 4 and 5, as well as Wetland No. 115 and Buffer Zone Tract No. 115 shown on St Lucie West Plat No. 81, recorded in Plat Book 36, Page 25 of the public records of St Lucie County. It is our understanding that this drainage enhancement project can be classified as an "essential service" and would therefore be acceptable within the underlying OSC and OSP zoning.

This project will impact existing uplands within the water management easement as well as Wetland No. 115. Dennis Pickle, District Manager of the St Lucie West Services District, has scheduled a meeting with the City Manager on April 7th to discuss acceptable mitigation alternatives. SFWMD environmental staff has visited the site and is supportive of the project provided mitigation for the impacted wetland and buffer zone tract can be worked out.

We would respectfully request that the City accept this letter and application package, including a check in the amount of \$3,191.50 as St Lucie West Services District's formal request for construction plan and final plat approval of the Basin 4E-5 Canal Interconnect project.

Sincerely,

ARCADIS US, Inc.



Robert W. Lawson, P.E.
Vice President

CC: Dennis Pickle – SLWSD
Bill Hayden - SLWSD

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P15-062
Fee (Nonrefundable)\$ 945.00
Receipt # 41233

PRIMARY CONTACT EMAIL ADDRESS: rlawson@arcadis-us.com

PROJECT NAME: Basin 4E-5 Canal Interconnect

LEGAL DESCRIPTION: ULT Tract 4, ULT Tract 5, Wetland Tract 115, BZT Tract 115 SLW Plat 81, PB36, Pg 25

LOCATION OF PROJECT SITE: Eastern Property Line of St Lucie West, North of St Lucie West Blvd.

PROPERTY TAX I.D. NUMBER: 3323-903-0008-000-5, 3323-903-0007-000-2, & 3323-903-0026-000-1

CIRCLE ONE: PRELIMINARY FINAL PRELIMINARY & FINAL *3/24/15*

PROPOSED USE: Addition of WME to accommodate construction of Drainage Canal Interconnect

GROSS SQ. FT. OF STRUCTURE(S): N/A

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

RECEIVED

UTILITIES & SUPPLIER: St Lucie West Services District but no facilities needed

MAR 31 2015

GROSS ACREAGE & SQ. FT. OF SITE: 16.4958 Acres

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE

FUTURE LAND USE DESIGNATION: OSC & OSP ZONING DISTRICT: GU

OWNER(S) OF PROPERTY: St Lucie West Services District
NAME, ADDRESS, TELEPHONE & FAX NO. 450 S.W. Utility Drive
Port St Lucie, FL 34986

APPLICANT OR AGENT OF OWNER: Robert W. Lawson, P.E. - District Engineer
NAME, ADDRESS, TELEPHONE & FAX NO. 2081 Vista Parkway, Suite 305, WPB, FL 33411
T: 561-695-7902 F: 561-396-7751

PROJECT ARCHITECT/ENGINEER: Arcadis U.S., Inc.
(FIRM, ENGINEER OF RECORD)

FLORIDA REGISTRATION NO., CONTACT PERSON, ADDRESS, PHONE & FAX No.) FL Reg No. 7917 Robert W. Lawson, P.E. FL Reg #26540
2081 Vista Parkway, Suite 305, West Palm Beach, FL 33411

- 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.

[Signature]
OWNER'S SIGNATURE Dennis Pickle District Manager 3/24/2015
HAND PRINT NAME TITLE DATE

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1976820 OR BOOK 1455 PAGE 2498
Recorded: 11/15/01 12:26

Return to: [enclosed self-addressed stamped envelope]

QUIT-CLAIM DEED

Name:

Mr. David Page

Address:

1850 Fountainview Boulevard
Suite 201
St. Lucie West, FL 34986

This Instrument Prepared by:

Ernest R. Dike, PE, PLS

Address:

597 SW Romora Bay
St. Lucie West, FL 34986-3423

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

COPY

This Quit-Claim Deed, executed this 15th day of November A.D., 2001 by ST. LUCIE WEST DEVELOPMENT CORP., a Delaware Corporation, authorized to do business in Florida, first party, to ST. LUCIE WEST SERVICES DISTRICT, a local unit of special purpose government of the State of Florida, created pursuant to Chapter 190, Florida Statutes, whose post office address is 450 SW Utility Drive, St. Lucie West, FL 34986, second party:

[Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.]

Witnesseth: That the said first party, for and in consideration of the sum of \$10.00 and other good and valuable considerations, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A" [TWO SHEETS] & EXHIBIT "A-1" [TWO SHEETS]

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

COPY

OR BOOK 1455 PAGE 2499

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

ST. LUCIE WEST DEVELOPMENT CORP.

Shirley E. Smith
Witness Signature

By: [Signature]
David C. Page, P.P.

Shirley E. Smith
Printed Name

1850 SW Fountainview Blvd., St. Lucie West, FL

Jean E. Sakowski
Witness Signature

Attest: [Signature]

Jean E. Sakowski
Printed Name

STATE OF FLORIDA

SS:

COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by David C. Page, the Vice President of ST. LUCIE WEST DEVELOPMENT CORP., freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of November, 2001

Shirley E. Smith
Notary Public State of Florida at Large

Shirley E. Smith
Typed, printed or stamped name of Notary Public

My Commission expires:



COPY

PLAT BOOK 1455 PAGE 2500

Lawson, Noble & Webb, Inc. LB #6674

ENGINEERS • PLANNERS • SURVEYORS
590 NW Peacock Boulevard, Suite 9, Port St. Lucie, Florida 34986 -
(561) 878-1700 • fax: (561) 878-1802 • email: lnw-pslelw-inc.com
West Palm Beach • Port St. Lucie

EXHIBIT "A" DESCRIPTION TO ACCOMPANY SKETCH

DESCRIPTION:

TWO PARCELS OF LAND LYING IN PARCEL 27A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 91 AS RECORDED IN PLAT BOOK 36, PAGES 22 AND 22A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHEAST CORNER OF BUFFER ZONE TRACT NO. 48 AS SHOWN ON SAID PLAT NO. 91; THENCE NORTH 81°21'18" EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BUFFER ZONE TRACT NO. 48, A DISTANCE OF 32.32 FEET; THENCE SOUTH 39°47'39" EAST, A DISTANCE OF 83.49 FEET; THENCE SOUTH 02°41'57" WEST, A DISTANCE OF 170.26 FEET; THENCE SOUTH 36°07'07" WEST, A DISTANCE OF 163.95 FEET; THENCE SOUTH 76°43'25" WEST, A DISTANCE OF 91.41 FEET TO THE EASTERLY LINE OF SAID BUFFER ZONE TRACT NO. 48; THENCE TRAVERSING THE EASTERLY LINE OF SAID BUFFER ZONE TRACT NO. 48 BY THE FOLLOWING THREE COURSES: 1.) NORTH 41°12'22" EAST, A DISTANCE OF 237.89 FEET; 2.) NORTH 00°01'56" EAST, A DISTANCE OF 99.99 FEET; 3.) NORTH 25°03'15" WEST, A DISTANCE OF 114.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.414 ACRES, MORE OR LESS

PARCEL 2:

COMMENCE AT THE NORTHEAST CORNER OF BUFFER ZONE TRACT NO. 48 AS SHOWN ON SAID PLAT NO. 91; THENCE SOUTH 81°21'18" WEST, ALONG THE NORTHERLY LINE OF SAID BUFFER ZONE TRACT NO. 48, A DISTANCE OF 201.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY LINE OF BUFFER ZONE TRACT NO. 48, NORTH 40°13'15" WEST, A DISTANCE OF 69.17 FEET; THENCE SOUTH 38°40'01" WEST, A DISTANCE OF 86.92 FEET TO THE SAID NORTHERLY LINE OF BUFFER ZONE TRACT NO. 48; THENCE NORTH 81°21'18" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.068 ACRES, MORE OR LESS.

TOTAL PARCELS 1 AND 2 CONTAINING 0.482 ACRES, MORE OR LESS

COPY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

[Signature]
GARY R. BLUFORD, PSM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REG. No. 4981

10-24-01

I:\Data\1200-299\B216\CAD\B2165451.dwg 10/24/2001 10:54:02 AM EDT

REVISIONS - UPDATES	DATE	BY	QTY	NOTE
				NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property or monuments set in connection with the preparation of the information shown hereon.
				NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.

SEE SHEET 1 OF 2 FOR DESCRIPTION

SHEET 1 OF 2

JOB No. B216	BY: GRB	CHECKED: WCF	F.B. N/A PG. N/A	DATE: 10-23-01
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OR BOOK 1455 PAGE 2501

C O D Y L N W

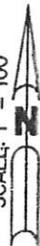
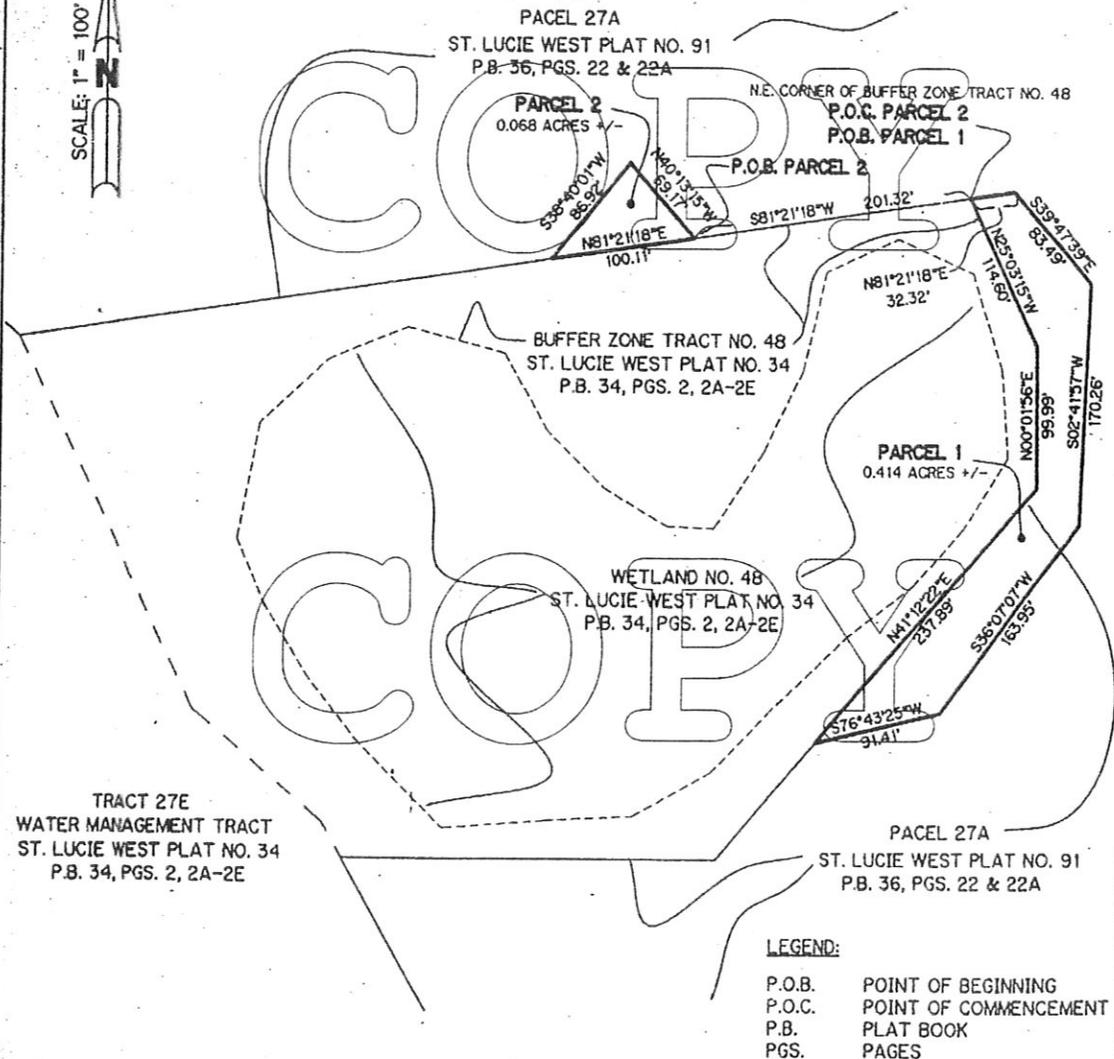
Lawson, Noble & Webb, Inc. LB #6674
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West Palm Beach • Port St. Lucie

EXHIBIT "A" SKETCH TO ACCOMPANY DESCRIPTION

SCALE: 1" = 100'

LEGEND:
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.B. PLAT BOOK
PGS. PAGES

SEE SHEET 1 OF 2 FOR DESCRIPTION 1:\B\147200-299\B216\CAD\B2161x31.dwg 10/24/2001 10:51:02 AM EDT SHEET 2 OF 2

JOB No. B216	BY: GRB	CHECKED: WCF	F.B. N/A PG. N/A DATE: 10-23-01
--------------	---------	--------------	---------------------------------

COPY
OR BOOK 1455 PAGE 2502
EXHIBIT "A-1"

LEGAL DESCRIPTIONS

PARCEL NO. 1

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 24, RECORDED IN PLAT BOOK 29, PAGES 8 AND 8A THROUGH 8C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF TRACT "K", CONTAINING 0.16 OF AN ACRE.

TRACT NO. 2: ALL OF TRACT "J", CONTAINING 1.087 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 24, RECORDED IN PLAT 29, PAGES 8 AND 8A THROUGH 8C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 2

FOUR TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 81, RECORDED IN PLAT BOOK 36, PAGES 25 AND 25A THROUGH 25F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 24, TOWNSHIP 36 SOUTH, RANGE 39 EAST, AND IN SECTIONS 19 AND 30, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 7.902 ACRES.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 4, CONTAINING 11.244 ACRES.

TRACT NO. 3: ALL OF UPLAND TRACT NO. 5, CONTAINING 4.074 ACRES.

TRACT NO. 4: ALL OF OPEN SPACE TRACT NO. 1, CONTAINING 0.586 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 81, RECORDED IN PLAT BOOK 36, PAGES 25 AND 25A THROUGH 25F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 3

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 97, RECORDED IN PLAT BOOK 37, PAGES 5 AND 5A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 25, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF OPEN SPACE TRACT NO. 1, CONTAINING 0.825 OF AN ACRE.

TRACT NO. 2: ALL OF OPEN SPACE TRACT NO. 2, CONTAINING 0.298 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 97, RECORDED IN PLAT BOOK 37, PAGES 5 AND 5A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 4

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 112, RECORDED IN PLAT BOOK 37, PAGES 21 AND 21A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 19, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 2A, CONTAINING 2.366 ACRES.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 3A, CONTAINING 1.445 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 112, RECORDED IN PLAT BOOK 37, PAGES 21 AND 21A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

COPY

OF BOOK 1455 PAGE 2503

PARCEL NO. 5

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 117, RECORDED IN PLAT BOOK 38, PAGES 22 AND 22A THROUGH 22F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 30, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 0.678 OF AN ACRE.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 2, CONTAINING 0.351 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 117, RECORDED IN PLAT BOOK 38, PAGES 22 AND 22A THROUGH 22F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 6

THREE TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 129, RECORDED IN PLAT BOOK 39, PAGES 5 AND 5A THROUGH 5C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTIONS 30 AND 31, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 3, CONTAINING 0.685 OF AN ACRE.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 4, CONTAINING 0.675 OF AN ACRE.

TRACT NO. 3: ALL OF UPLAND TRACT NO. 5, CONTAINING 1.002 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 129, RECORDED IN PLAT BOOK 39, PAGES 5 AND 5A THROUGH 5C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 7

THREE TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 130, RECORDED IN PLAT BOOK 39, PAGES 19 AND 19A THROUGH 19F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 0.943 OF AN ACRE.

TRACT NO. 2: ALL OF UPLAND TRACT NO. 2, CONTAINING 0.704 OF AN ACRE.

TRACT NO. 3: ALL OF UPLAND TRACT NO. 3, CONTAINING 0.420 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 130, RECORDED IN PLAT BOOK 39, PAGES 19 AND 19A THROUGH 19F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 8

A TRACT OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 139, RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A THROUGH 39C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 6, CONTAINING 7.835 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 139, RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A THROUGH 39C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

This instrument prepared by:
T. Joseph McNabb, Esquire
Ruden, McClosky, Smith, Schuster
& Russell, P.A.
401 E. Jackson Street, Suite 2700
Tampa, Florida 33602

Property Appraiser's Parcel ID (Folio)
Number: 3430-601-0007-000-4

COPY

THIS QUIT-CLAIM DEED executed this 9th day of July, 2009 by AMERICAN FEDERATED TITLE CORP., a Florida corporation as Trustee under Land Trust 012459 with full power and authority as set forth in Special Warranty Deed as recorded in Official Records Book 1507, Page 1146, hereinafter called the "Grantor," to ST. LUCIE WEST SERVICES DISTRICT, a public body created pursuant to Chapter 190, Florida Statutes organized as a Community Development District within the boundaries of the City of Port St. Lucie, whose address is 450 S.W. Utility Drive, Port St. Lucie, Florida 34986, hereinafter called the "Grantee."

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

WITNESSETH: That the said Grantor, for and in consideration of the sum of \$1.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

Parcel 6 of LOWE'S OF ST. LUCIE WEST, according to the Plat thereof, as recorded in Plat Book 55, Pages 36-38, Public Records of St. Lucie County, Florida

The purpose of this conveyance is to provide land for public purposes.

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

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Property Identification

Site Address: TBD
 Sec/Town/Range: 24/36S/39E
 Map ID: 33/24N
 Zoning:

Parcel ID: 3323-903-0026-000-1
 Account #: 140857
 Use Type: 9600
 Jurisdiction: Port Saint Lucie

Ownership

St Lucie West Services Dist
 450 SW Utility Dr
 Port St Lucie, FL 34986-0000

Legal Description

ST LUCIE WEST PLAT #81 WETLAND #115 (1.185 AC) (AS PER PLAT DEDICATION DATED 11-25-97)

Current Values

Just/Market Value: \$100
 Assessed Value: \$100
 Exemptions: \$100
 Taxable Value: \$0
 Taxes for this parcel: SLC Tax Collector's Office

Total Areas

Land Size (acres): 1.19
 Land Size (SF): 51,836

Land Information

Total Area: 51,836 SF / 1.19 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	1 Acres	0

Special Features and Yard Items

Type	Qty	Units	Year Blt
------	-----	-------	----------

Permits

Number	Date	Description	Amount	Fee
--------	------	-------------	--------	-----

Notice: This does not necessarily represent all the permits for this property. Click the following link to check for additional permit data in Port Saint Lucie

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 5, 1975	0246 / 1265				\$1

Current Year Values

Current Values Breakdown

Building: \$0
 Land: \$100
 Just/Market: \$100

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2014		8010	Community Development District	\$100

Differential:
 Assessed: \$100
 Exemption(s): \$100
 Taxable: \$0

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
This does not necessarily represent the total Special Assesements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.				

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2014	\$100	\$100	\$100	\$0
2013	\$100	\$100	\$100	\$0
2012	\$100	\$100	\$100	\$0

This information is believed to be correct at this time but it is subject to change and is not warranted.

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ST. LUCIE WEST SERVICES DISTRICT

450 SW Utility Drive Port St. Lucie, FL 34986

March 30, 2015

Planning & Zoning Department
City of Port St Lucie
121 SW Port St Lucie Boulevard
Building B
Port St Lucie, FL 34984

Attention: Anne Cox, Assistant Director

Re: Subdivision Plat and Construction Plan Approval Process
SLWSD 4E-5 Canal Interconnect Project

Dear Ms. Cox;

Please allow this letter to serve as the St Lucie West Services District's authorization for Robert W. Lawson, P.E., District Engineer, to act as the District's agent in the Subdivision Plat and Construction Plan approval process in the City of Port St Lucie.

Sincerely,

Dennis Pickle

Dennis Pickle
District Manager



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 12/14/2015

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

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

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

Agenda Item: Resolution: Preliminary and Final Plat – Cumberland Farms @ Darwin and Port St. Lucie Boulevards (P15-157)

Submittal Date: 12/3/2015

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

BACKGROUND: Michael Troxell of Thomas Engineering Group, LLC acting as the agent for James J. McGlone Jr., is requesting approval of a subdivision plat to create three (3) properties including a right-of-way. Tract A and B will be reserved for commercial development and Tract C will be dedicated to the City of Port St. Lucie for right-of-way for the extension of Darwin Boulevard per the request from the City's Engineering Department to improve roadway circulation in the vicinity of the project site. Cumberland Farms convenience store and 16 fuel pumps are proposed on Tract A.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The resolution has been approved as to form by Attorney Keri Norbraten on October 9, 2015.

STAFF RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the replat at their meeting on November 3, 2015.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: The property is generally located along the west side of Port St Lucie Boulevard between SW Bianca Avenue and SW Alexandria Avenue.

ATTACHMENTS: staff report, maps, and conceptual site plan.

PT/TK

RECEIVED

DEC 03 2015

CITY MANAGER'S OFFICE

RESOLUTION NO. 15-R115

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR CUMBERLAND FARMS AT DARWIN AND PORT ST. LUCIE (P15-157) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF JAMES J. MCGLONE JR.; 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, James J. McGlone Jr., to approve and accept the preliminary and final plat titled Cumberland Farms at Darwin and Port St. Lucie with construction plans, within the City of Port St. Lucie, Florida; and

WHEREAS, there is right-of-way for the extension of Darwin Boulevard, drainage, or utility facilities to be constructed within the platted area; and

WHEREAS, a performance guarantee covering the cost of the improvements has been submitted to the City; 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 October 14, 2015, recommended approval of the construction drawings and preliminary and final plat (P15-157); and

WHEREAS, the Planning and Zoning Board, on November 3, 2015, recommended approval of the construction drawings and preliminary and final plat (P15-157); 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 drawings and preliminary and final plat titled Cumberland Farms at Darwin and Port St. Lucie (P15-157), within

RESOLUTION NO.15-R115

the City of Port St. Lucie, Florida, said plat being offered by James J. McGlone Jr., as the owner and title holder of said property and as prepared by Bloomster Professional Land Surveyors, 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.

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 14th day of December, 2015.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Pam E. Booker, City Attorney



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

TO: PLANNING AND ZONING BOARD - MEETING OF NOVEMBER 3, 2015

FROM: THRESIAMMA KURUVILLA, PLANNER *SK*

RE: CUMBERLAND FARMS @ DARWIN AND PORT ST. LUCIE
PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P15-157

DATE: OCTOBER 14, 2015

APPLICANT: Michael Troxell of Thomas Engineering Group, LLC. The authorization letter is attached to the staff report.

OWNER: James J. McGlone, Jr. Proof of ownership is in the file.

LOCATION: The property is generally located along the west side of Port St Lucie Boulevard between SW Bianca Avenue and SW Alexandria Avenue.

LEGAL DESCRIPTION: Lots 1-8, part of Lots 9 and 10, Block 1482, Port St. Lucie Section 16 and Lots 65-67, Block 1440, Port St. Lucie Section 15.

SIZE: 2.2 acres

EXISTING ZONING: CG (General Commercial)

FUTURE LAND USE: CG (General Commercial)

EXISTING USE: Vacant land.

SURROUNDING USES: North – vacant lots; East –gas station, fast food with drive through and bank drive through; South – vacant lot and single family residences; West – single family residences.

PROPOSED PROJECT: This subdivision application is creating three (3) separate properties including a right-of-way. Tract A and B will be reserved for commercial development, and Tract C will be dedicated to the City of Port St. Lucie for the

extension of Darwin Boulevard right of way as requested by the City's Engineering department to improve roadway circulation in the vicinity of the project site. The applicant intends to construct a 4,966 square foot convenience store with gas service on Tract A.

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utilities Department is required prior to issuance of building permits.

Transportation: The staff review indicates that this project will generate approximately 1,422 daily, 69 AM peak hour (34 in, 35 out), and 86 PM peak hour (43 in, 43 out) per the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition". The applicant will provide a traffic analysis in conjunction with the site plan application.

Parks/Open Space: This will be addressed in the site plan.

Storm Water: A paving and drainage plan that is in compliance with the adopted level of service standard is required prior to issuance of a building permit.

Solid Waste: Solid waste impacts are to be measured and planned based on population projections on an annual basis.

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

Environmental: The applicant will provide an environmental assessment report with the site plan application. The applicant will obtain a tree removal permit prior to development of the property.

Public School Concurrency Analysis: This is not applicable as they are commercial lots.

Other: The City's surveyor, Legal, Public Works (Engineering), Finance, and MIS departments have reviewed and approved this replat.

Related Projects:

1. (P15-156). The applicant has requested a variance to the required spacing between driveways and intersections.
2. (P15-171). The applicant has applied for a special exception use for a convenience store with gas service that is under review process.

STAFF RECOMMENDATION:

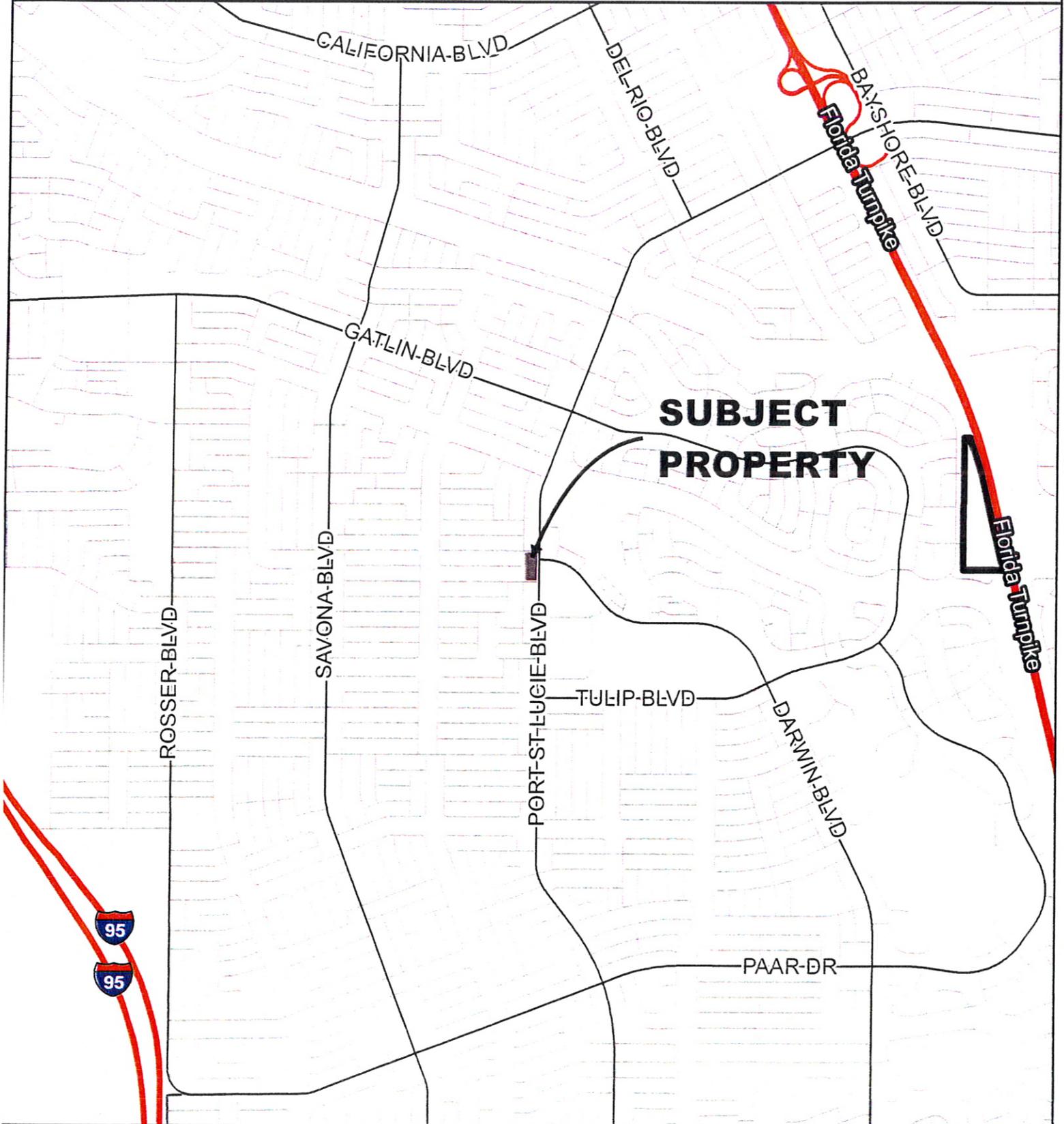
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, and City Subdivision Code. The Site Plan Review Committee reviewed the request on October 14, 2015 and recommended approval.

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
PLANNING & ZONING DEPT.

SUBDIVISION PLAT

CUMBERLAND FARMS @ DARWIN

S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67

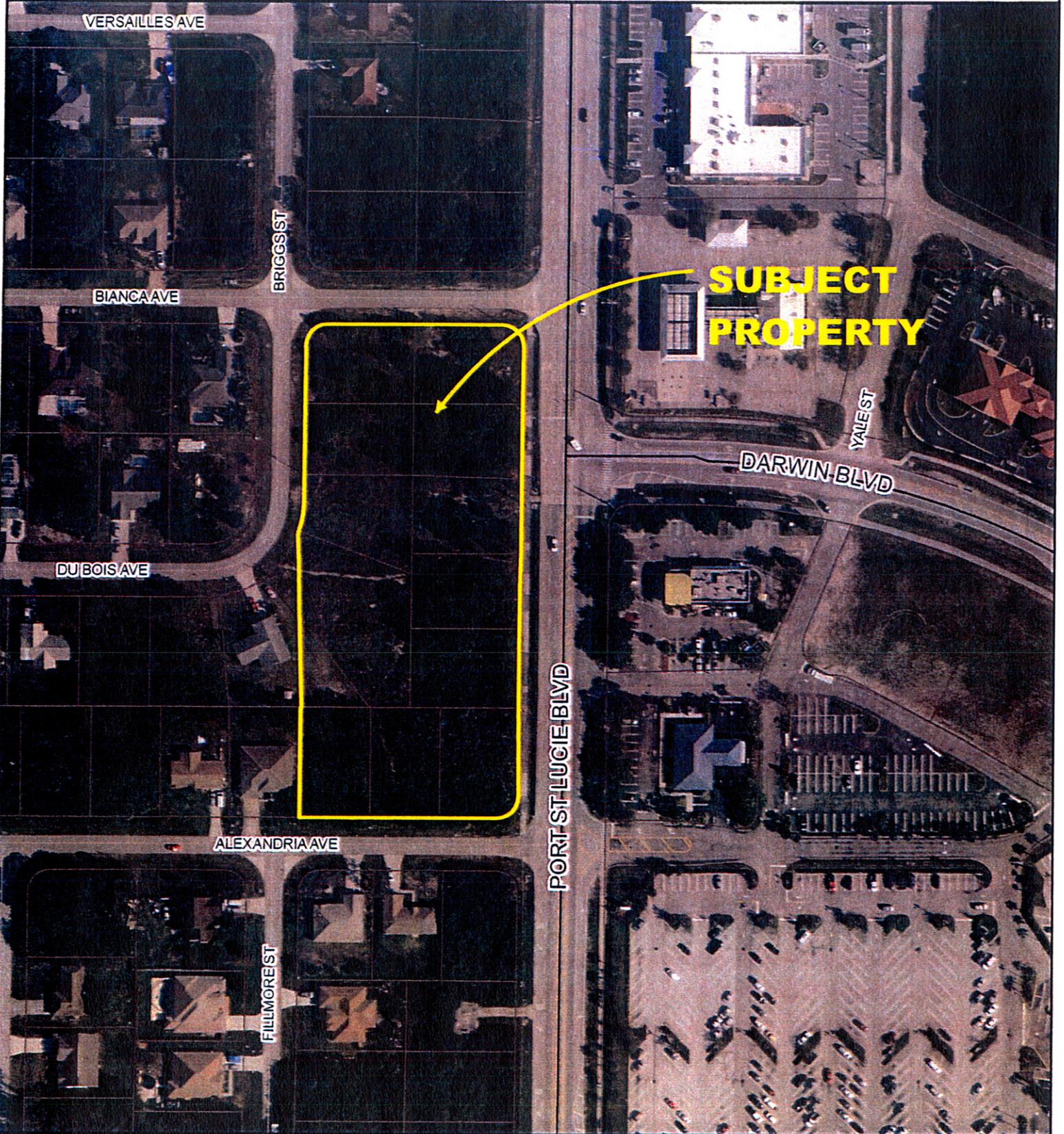
DATE: 11/12/2015

APPLICATION NUMBER:
P15-157

USER:
patricias

SCALE: 1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT

CUMBERLAND FARMS @ DARWIN

S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67
AERIAL DATE 2014

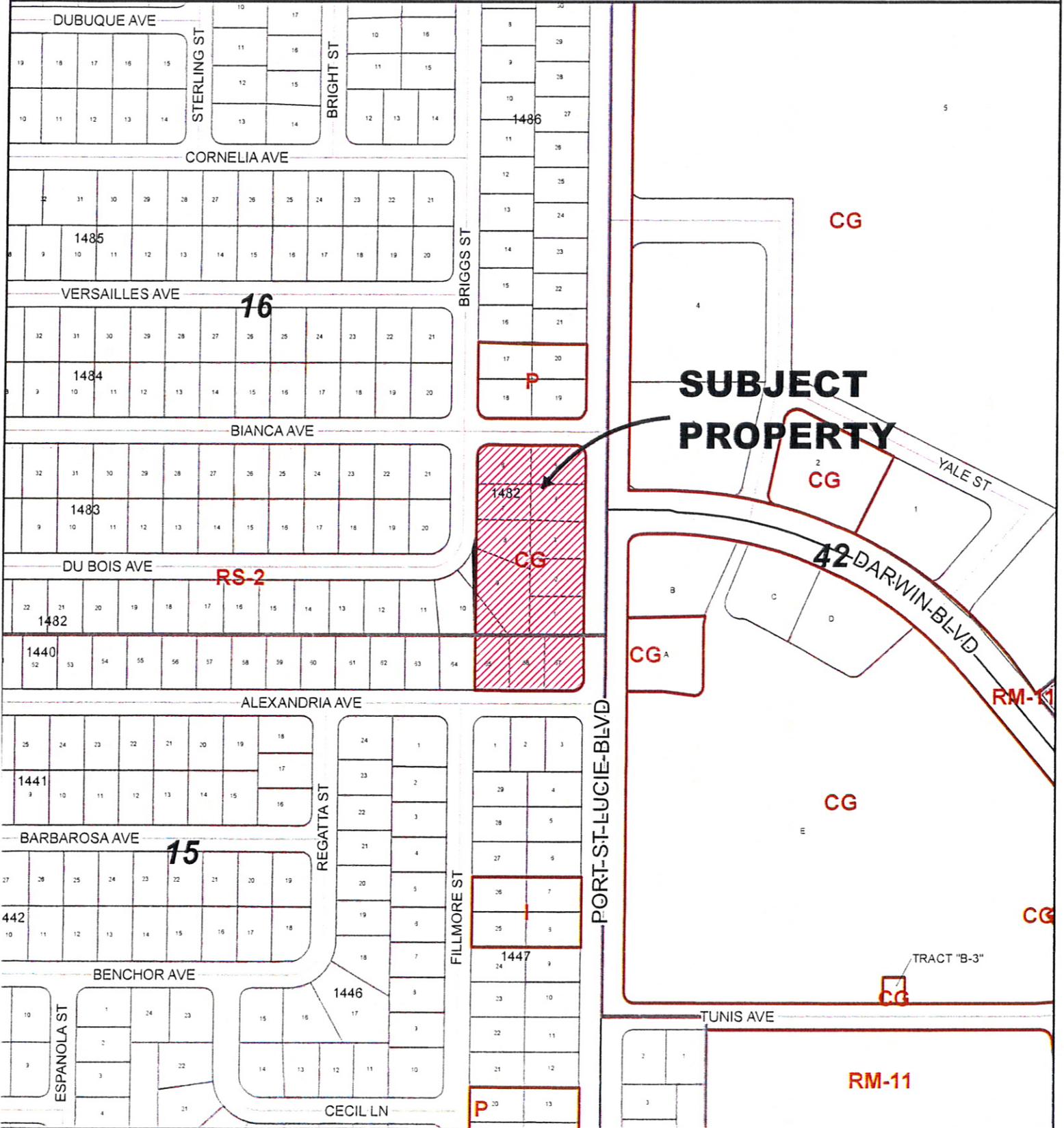
DATE: 11/12/2015

APPLICATION NUMBER:
P15-157

USER:
patricias

SCALE: 1 in = 150 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

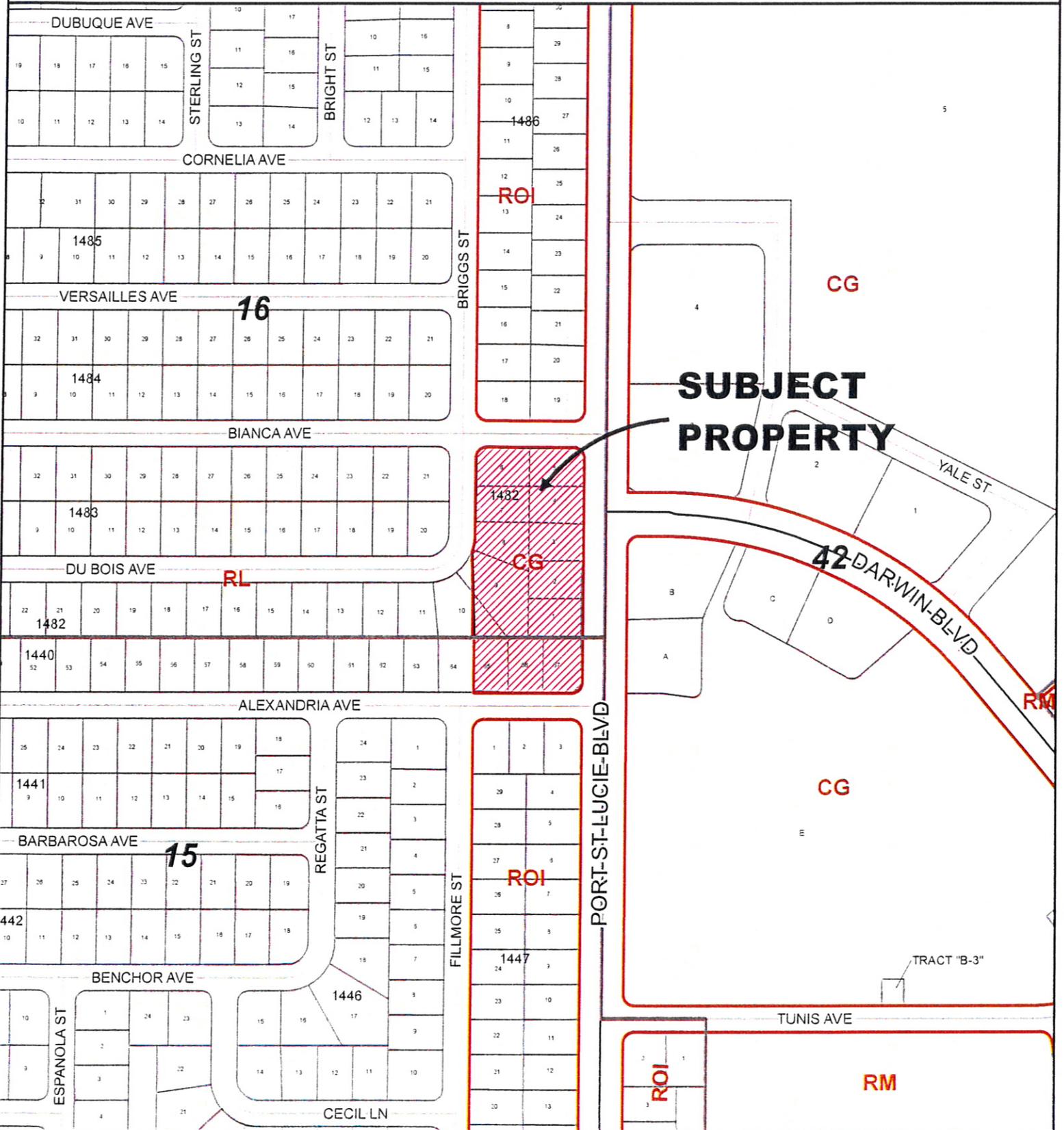
SUBDIVISION PLAT

CUMBERLAND FARMS @ DARWIN

S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67

DATE:	11/12/2015
APPLICATION NUMBER:	P15-157
USER:	patricias
SCALE:	1 in = 300 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT

CUMBERLAND FARMS @ DARWIN

S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67

DATE:	11/12/2015
APPLICATION NUMBER:	P15-157
USER:	patricias
SCALE:	1 in = 300 ft

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P15-157
Fee (Nonrefundable)\$ 945.00
Receipt # 66858

PRIMARY CONTACT EMAIL ADDRESS: mtroxell@thomaseg.com

PROJECT NAME: Cumberland Farms - Port St. Lucie Boulevard and Darwin Boulevard

LEGAL DESCRIPTION: See attachment with legal description

LOCATION OF PROJECT SITE: See attachment with addresses

PROPERTY TAX I.D. NUMBER: See attachment with parcel numbers

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Convenience Store with fuel pumps

GROSS SQ. FT. OF STRUCTURE(S): 4,947

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

UTILITIES & SUPPLIER: Port St. Lucie Utility Systems Department

GROSS ACREAGE & SQ. FT. OF SITE: 3.22 AC / 140,301 SF

FUTURE LAND USE DESIGNATION: Commercial ZONING DISTRICT: CG-PSL

OWNER(S) OF PROPERTY: James J McGlone Jr
NAME, ADDRESS, TELEPHONE & FAX NO. 2582 SW Hinchman St, Port St Lucie, FL, 34984
Phone: 772-398-1212

APPLICANT OR AGENT OF OWNER: Michael Troxell / Thomas Engineering Group LLC
NAME, ADDRESS, TELEPHONE & FAX NO. 1000 Corporate Drive, Suite 250, Ft Lauderdale, FL, 33334
Phone: 954-202-7000 / Fax: 954-202-7070

PROJECT ARCHITECT/ENGINEER: Thomas Engineering Group LLC / Michael Troxell
(FIRM, ENGINEER OF RECORD)

FLORIDA REGISTRATION NO., CONTACT License No. 50572 / Business Cert. No. 27528 / Michael Troxell
PERSON, ADDRESS, PHONE & FAX No.) 1000 Corporate Drive, Suite 250, Ft Lauderdale, FL, 33334

RECEIVED
SEP 16 2015
PLANNING DEPARTMENT
CITY OF PORT ST LUCIE FL

- 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.

James J McGlone Jr
OWNER'S SIGNATURE James J McGlone Jr TITLE August 14, 2015 DATE

Designation of Authorized Agent

Consent for: Cumberland Farms – Port St. Lucie Boulevard & Darwin Boulevard
Port St. Lucie Boulevard & Darwin Boulevard, Port St. Lucie, FL 34953
Lots 1 through 10, Block 1482 Section 16 / Lots 65, 66 & 67 Block 1440 Section 15

This form shall serve as consent for Michael Troxell and Ryan Thomas, Thomas Engineering Group LLC to act as agent/applicant to prepare, submit, and sign (as applicant) all applications and documentation required for procurement of site plan approval and construction permits, inclusive of all necessary concurrency determinations; variances; City of Port St. Lucie building permits; City of Port St. Lucie Subdivision Platting; City of Port St. Lucie Engineering Permit; South Florida Water Management District Environmental Resource, Water Use, and Dewatering Permits; Florida Department of Environmental Protection permits; North St. Lucie River Water Control District permit, and any other necessary permits or approvals required for the construction of the proposed Cumberland Farms Convenience Store with gas pumps located along Port St. Lucie Boulevard between Bianca Avenue and Alexandria Avenue in Port St. Lucie, Florida.

I do hereby give consent for Michael Troxell and Ryan Thomas, Thomas Engineering Group LLC to act on our behalf to sign and submit applications, required material and documents, and attend and represent us at all meetings and public hearings pertaining to this project.

Property Owner: James McGlone
2582 SW Hinchman Street
Port St. Lucie, FL 34984

By: [Handwritten Signature]
(signature)
James J McGlone, Jr
(printed name, title)

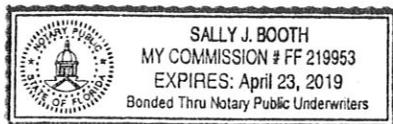
State of Florida
County of St. Lucie

This foregoing instrument was acknowledged before me this 14 day of August, 2015.
by James McGlone. He/she is personally known to me or has produced
_____ as identification and did/did not take an oath.

Notary Public Information :
[Handwritten Signature]
(Signature of Notary)
Sally J. Booth
(Name – Must be typed, printed or stamped)

Agent Information:
Michael Troxell, Thomas Engineering Group LLC
Ryan Thomas, Thomas Engineering Group LLC
1000 Corporate Drive, Suite 250
Fort Lauderdale, FL 33334

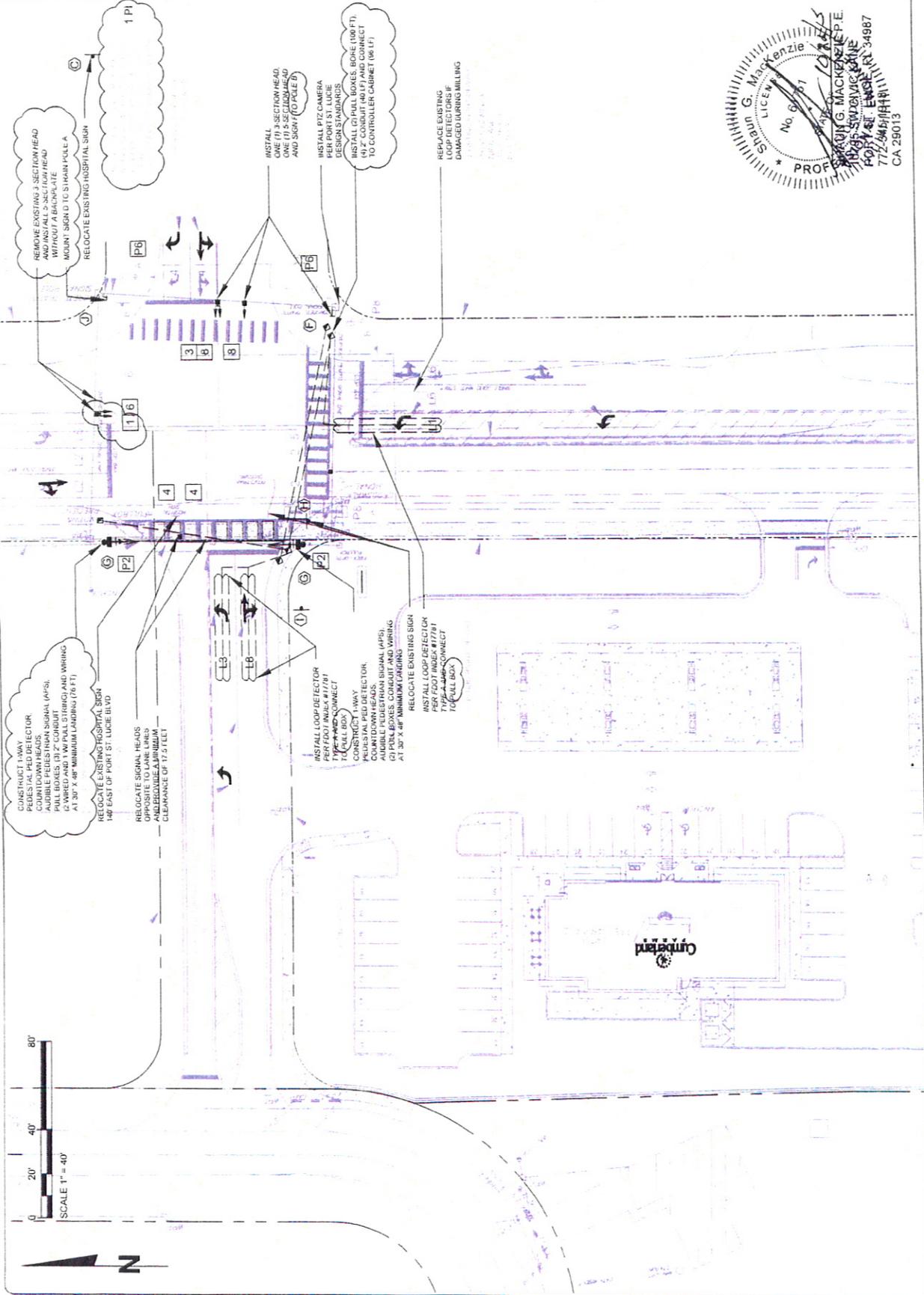
My Commission Expires:



NO.	REVISION	BY	DATE
1	PSI - 5 SECTION	KT	

SIGNALIZATION PLAN
 PORT ST. LUCIE BLVD &
 DARWIN BLVD

SHEET 3
OF 5
MEP PROJECT NO.
060012
COA NO.
29013

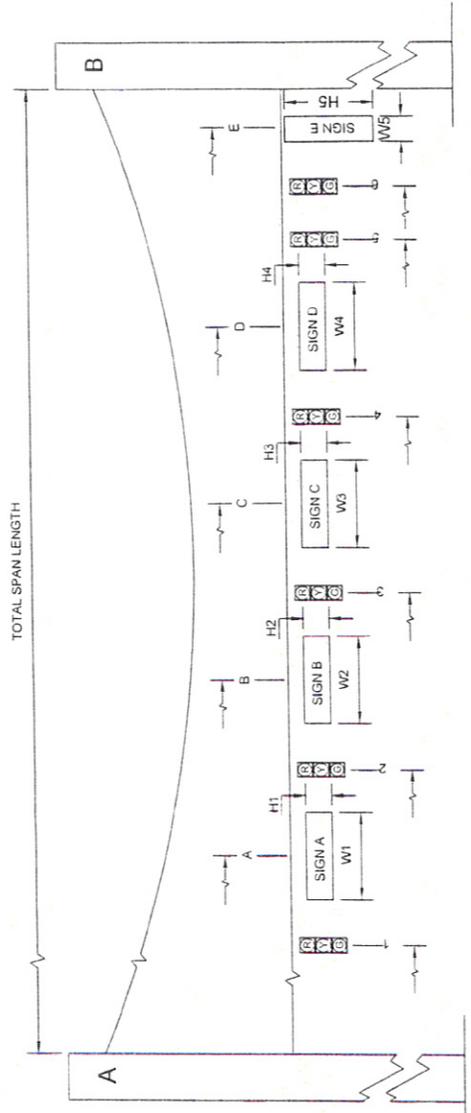


NO.	REVISION	BY	DATE
1	PS, 5 SECTION	KT	

SCALE: AS SHOWN
 DRAWING: KT
 CHECKED: SM
 DATE: 10/21/15
 FIELD BOOK NO.

SPAN WIRE TABULATION
 PORT ST. LUCIE BLVD &
 DARWIN BLVD

SHEET 5
 OF 5
 PREP PROJECT NO.
 060012
 COA NO.
 29013



POLE TABULATION

POLE TO	UPPER TIE TO TOP OF POLE	LOWER TIE TO TOP OF POLE	SPAN LENGTH	POLE LENGTH	UPPER TIE TO GROUND LEVEL	LOWER TIE TO GROUND LEVEL	CLASS	TYPE	NUMBER OF CHAINS TO GROUND LEVEL	DEPTH BELOW GROUND
A	**	**	114	**	**	**	CONC.	**	**	**
B	**	**	102	**	**	**	CONC.	**	**	**
C	**	**	106	**	**	**	CONC.	**	**	**
D	**	**	109	**	**	**	CONC.	**	**	**

SIGNAL DATA

ID NO.	SHEET NO.	SIGNAL V/H	DISTANCE FROM POLE						SPAN LENGTH
			A	B	C	D	E	W	
A-B	4	V	53.6	5	65.6	3			107'
B-C	4	V	**	5	**	3			106'
C-D	4	V	**	3	**	3			109'
D-A	4	V	57	5	**	3			112'

SIGN DATA

DISTANCE FROM POLE / HEIGHT AND WIDTH OF SIGN														
A	HI	WI	B	HI	WI	C	HI	WI	D	HI	WI	E	HI	WI
												...	1.5	8.0



* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBLY
 ** DENOTES EXISTING SIGNAL HEADS/SIGNS TO REMAIN. CONTRACTOR TO VERIFY THE DISTANCES OF THE SIGNAL HEADS/SIGNS THAT WILL BE PLACED ON THE EXISTING SPAN WIRE. SIGNAL HEADS/SIGNS SHALL BE PLACED EITHER ON THE LANE LINE(S) OR ON THE MIDDLE OF THE LANE(S), AS SHOWN ON THE SIGNAL PLAN.
 *** MOUNT SIGN TO STRAIN POLE



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11c

Meeting Date: 12/14/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

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

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

Agenda Item: Resolution: Public Hearing: A Resolution authorizing an automobile fuel service and retail convenience store for Cumberland Farms Special Exception Use (P15-171)

Submittal Date: 12/3/2015 *15-R111*

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

BACKGROUND: The requested special exception is to allow an automobile fuel service station and a retail convenience store per Section 158.124(C)(11) and (12) of the Zoning Code.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This resolution has been approved as to form by Attorney Brennan Keeler.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning & Zoning Board reviewed the request on December 1, 2015 and unanimously recommended approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: The property is located along the west side of Port St. Lucie Boulevard between SW Bianca Avenue and SW Alexandria Avenue.

ATTACHMENTS: Resolution, concept plan, staff report, application, and building elevations.

4

RECEIVED

DEC 03 2015

CITY MANAGER'S OFFICE

RESOLUTION NO. 15-111

COUNCIL ITEM 11C
DATE 12/14/15

A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(11) and (12) TO ALLOW AN AUTOMOBILE FUEL SERVICE AND RETAIL CONVENIENCE STORE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR CUMBERLAND FARMS (JAMES J. McGLONE, JR.), LEGALLY DESCRIBED AS LOTS 1 - 8, A PORTION OF LOTS 9 & 10, BLOCK 1482, SECTION 16 AND LOTS 65 - 67, BLOCK 1440, SECTION 15, P15-171; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has been requested by James J. McGlone, Jr. to grant a special exception use of an automobile gasoline service and a retail convenience store on property presently zoned CG (General Commercial); and legally described as Lots 1 - 8, a portion of Lots 9 & 10, Block 1482, Section 16 and Lots 65 - 67, Block 1440, Section 15; and

WHEREAS, the City Council determines that the granting of this special exception use is authorized by Section 158.255, et seq., and Section 158.124(C)(11) and (12), Code of Ordinances, City of Port St. Lucie, and further that the granting of this special exception use will not adversely affect the public interest; and

WHEREAS, the subject application has been reviewed in accordance with Section 158.260, and meets the special exception use requirements as stipulated; and

WHEREAS, the Planning and Zoning Board, on December 1, 2015 reviewed the applicant and recommended approval (P15-171); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

RESOLUTION NO. 15-111

Section 1. That the City of Port St. Lucie hereby grants a special exception use to James J. McGlone, Jr., P15-171, to allow an automobile gasoline service and a retail convenience store, pursuant to Section 158.255, et seq., and Section 158.124(C)(11) and (12) Code of Ordinances, City of Port St. Lucie, said special exception use is depicted on the conceptual plan which is hereby formally adopted and attached as Exhibit "A", to be located along the west side of Port St. Lucie Boulevard between SW Bianca Avenue and SW Alexandria Avenue, and legally described as Lots 1 - 8, a portion of Lots 9 & 10, Block 1482, Section 16 and Lots 65 - 67, Block 1440, Section 15.

Section 2. 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 14th day of December, 2015.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

Pam E. Booker, City Attorney



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

TO: PLANNING AND ZONING BOARD - MEETING OF DECEMBER 1, 2015

FROM: KATHERINE H. HUNTRESS, PLANNER *KHH*

RE: CUMBERLAND FARMS
SPECIAL EXCEPTION APPLICATION
AUTOMOBILE FUEL SERVICES & CONVENIENCE STORE
PROJECT NO. P15-171

DATE: NOVEMBER 17, 2015

APPLICANT: Thomas Engineering Group

OWNER: James J. McGlone, Jr.

LOCATION: The property is located along the west side of Port St. Lucie Boulevard between SW Bianca Avenue and SW Alexandria Avenue.

LEGAL DESCRIPTION: The property is legally described Lots 1 - 8, a portion of Lots 9 & 10, Block 1482, Section 16 and Lots 65 - 67, Block 1440, Section 15.

SIZE: 2.17 acres

EXISTING ZONING: CG (General Commercial)

EXISTING USE: Vacant land

PROPOSED USE: The proposed use is an automobile fuel service station with a 4,996 square foot one story retail convenience store.

REQUESTED SPECIAL EXCEPTION: The requested special exception is to allow an automobile fuel service station and a retail convenience store per Section 158.124(C)(11) and (12) of the Zoning Code.

SURROUNDING USES: North = P (Professional) zoning, existing vacant land. South = ROI (Residential/Office/Institutional) Future Land Use and RS-2 (Single Family Residential) zoning, existing single family residences and vacant land. East = CG (General Commercial) zoning, existing commercial developments. West = RS-2 (Single Family Residential) zoning, existing single family residences.

IMPACTS AND FINDINGS:

Evaluation of Special Exception Criteria (Section 158.260)

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

Applicant response: "Vehicular access to the site will be provided via three driveway connections. Pedestrian access to and within the site will be provided via sidewalk connections and crosswalks."

Staff evaluation: The applicant has adequately addressed the criteria. The applicant has provided a conceptual site plan that indicates three driveways, one on SW Alexandria Avenue, one on SW Port St. Lucie Boulevard, and one on the newly created road on the north side of the site.

(B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

Applicant response: "The number of parking spaces exceeds the code requirement and the spaces are located away from adjacent residential areas and a buffer wall and landscape buffer zone will be provided."

Staff evaluation: The applicant has adequately addressed the criteria. Adequate off-street parking and loading areas are provided without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties. The total number of parking spaces required for a 4,996 square foot convenience store is 25. The conceptual plan shows a total of 45 parking spaces, which is more than adequate.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

Applicant response: "Connections to the water and sewer system will be made along SW Briggs Street at the northwest corner of the site. Electricity will be provided via relocated overhead lines, and telephone and cable will be provided from underground lines along SW Port St. Lucie Boulevard."

Staff evaluation: The City of Port St. Lucie Utilities provides water and sewer service to the site. No additional capacity will be required for the proposed special exception use.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

Applicant response: "A six (6) foot high wall will be constructed along the west property line adjacent to the residential area."

Staff evaluation: The applicant has adequately addressed the criteria. The applicant has provided a conceptual site plan that indicates a landscape buffer strip and buffer wall on the west side of the property adjacent to residential zoning and existing single family residences. Additionally, there is a landscape buffer on the south side of the

property which is across the street from residential zoning and existing single family residences. The applicant will be required to submit a landscape plan that meets all of the requirements of the city landscape code at time of site plan construction plans review.

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

Applicant response: "Stop signs will be provided to control the flow of traffic. The proposed lighting will conform to the dark sky lighting standards."

Staff evaluation: All sign applications will need to be processed according to the regulations outlined in the sign code (Chapter 155).

(F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Applicant response: "Landscape buffers have been provided along each side of the property. A large landscape buffer and 6 foot wall along the west property line and the storm-water detention area along the south property line provide ample separation between the on-site activity and adjoining properties."

Staff evaluation: The applicant has adequately addressed the criteria. The existing site has adequate yard and open space to properly serve the proposed development and ensure compatibility with adjoining properties.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

Applicant response: "The design requirements for the CG (General Commercial) zoning have been met by the proposed site plan. Required setbacks, buffers, lot and building size, parking requirements and building height meet the standards for the zoning designation."

Staff evaluation: The proposed use is in conformance with Section 158.124(C)(11) and (12) of the Zoning Code.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

Applicant response: "The site has been designed so that the commercial activities occur along the east side of the building/property which provides the maximum buffering to the adjacent residential uses. Additionally, a 6 foot buffer wall and landscape buffer are being provided and access is mainly expected to occur on Port St. Lucie Boulevard. The development will be beneficial to local residents due to the proximity and ease of access to the use."

Staff evaluation: The applicant has adequately addressed the criteria. This report finds that by conforming to city codes, the health, safety, welfare, and convenience of the residents and workers in the city should not be impaired by this use.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

Applicant response: "The activity occurs on the east side of the property, which the building, landscape area, and wall serve as buffers from the noise, fumes, and vehicular movement."

Staff evaluation: By conforming to city codes, a retail convenience store and automobile fuel service station at this location should not constitute a nuisance or hazard for anyone using this facility.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access location, light, and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

Applicant response: "The site is situated along Port St. Lucie Boulevard and is compatible with similar commercial uses located directly around the proposed project site. Site improvements and lighting have been designed to direct noise and light away from adjacent residential properties. The lighting will comply with the Dark Sky Standards. The fueling islands are located between the right of way and the building to reduce noise into the adjacent neighborhood."

Staff evaluation: The applicant has provided a conceptual site plan that indicates landscape buffers adjacent to residential uses. The buffer on the west side includes a 6' masonry wall, and the buffer on the south side includes a 6' wooden fence. These buffers should minimize any light and noise generated from the development from impacting the adjacent properties.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive, or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

Applicant response: The applicant has noted this.

Staff evaluation: The applicant has acknowledged this.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

Applicant response: The applicant has noted this.

Staff evaluation: The applicant has acknowledged this.

Compatibility with special exception criteria: As noted above, the proposed use is compatible with all of the special exception criteria.

Notice to Property Owners: Notice was sent to all neighbors within a 750 foot radius.

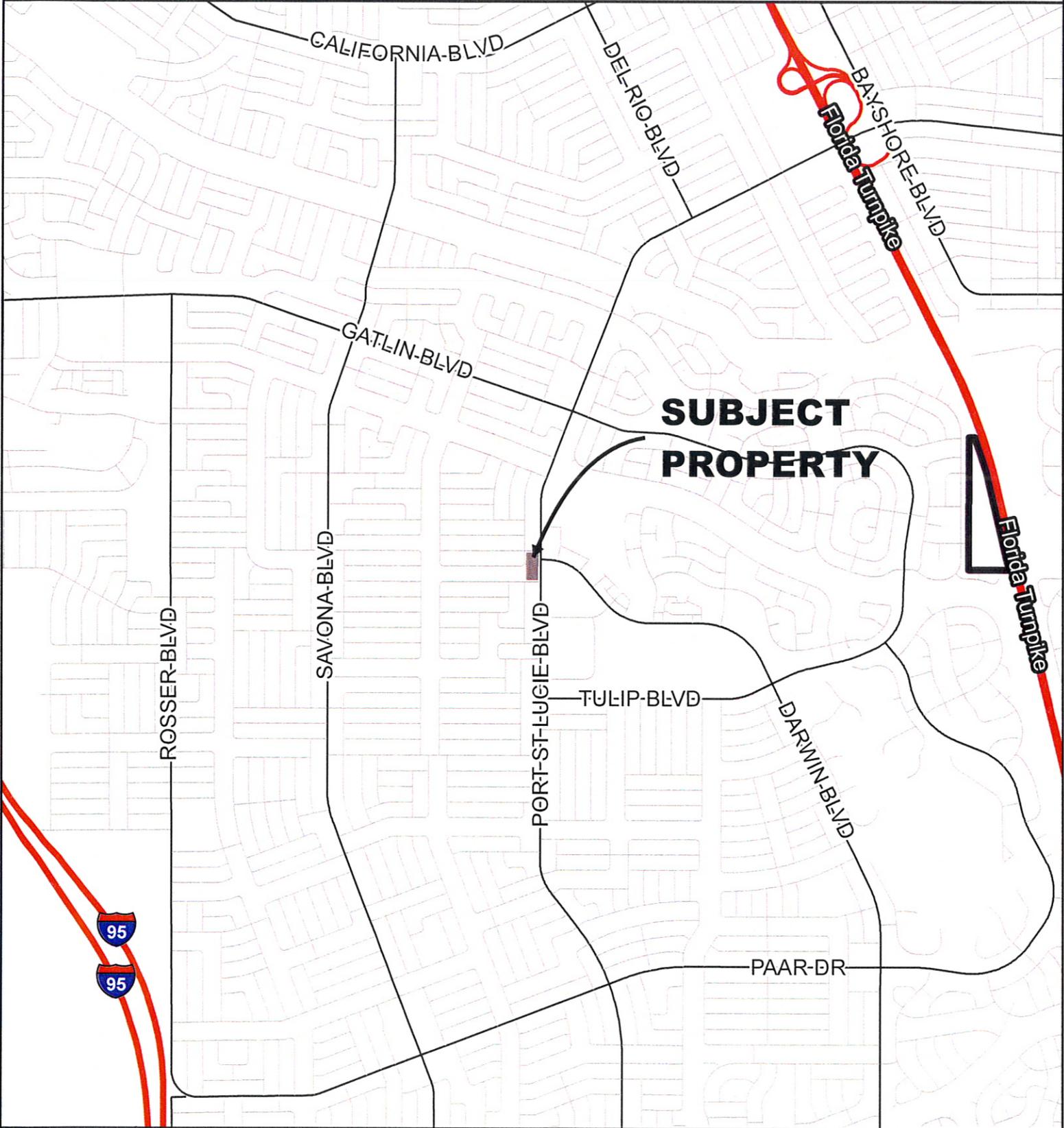
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the request to be consistent with special exception criteria, as stipulated in Section 158.260 of the Zoning Code. The Site Plan Review Committee reviewed the request on October 28, 2015 and unanimously recommended approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend approval with conditions
- Motion to recommend denial

Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SPECIAL EXCEPTION USE

CUMBERLAND FARMS

S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67

DATE: 11/12/2015

APPLICATION NUMBER:
P15-171

USER: patricias

SCALE: 1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SPECIAL EXCEPTION USE

CUMBERLAND FARMS

S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67
AERIAL DATE 2014

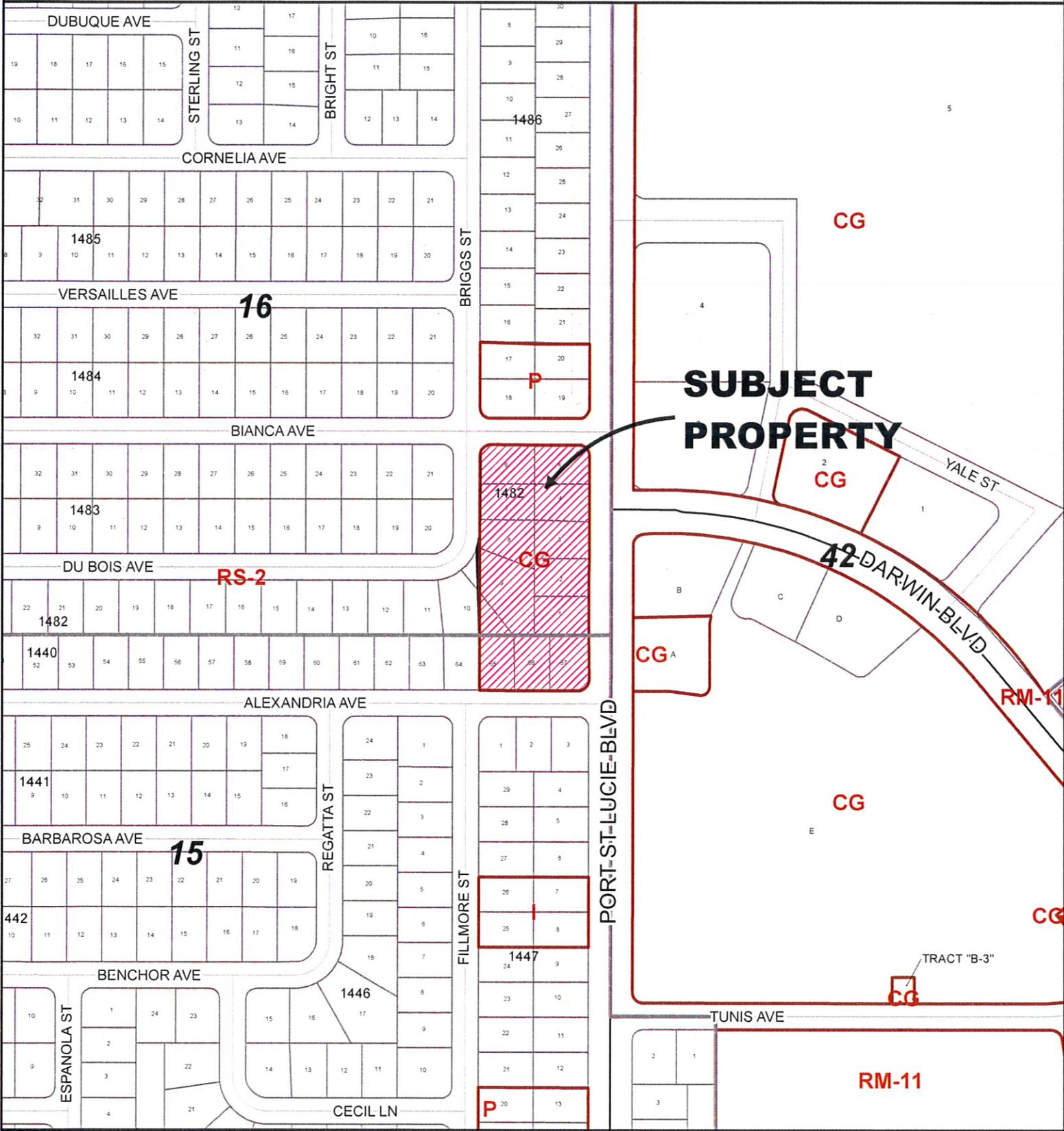
DATE: 11/12/2015

APPLICATION NUMBER:
P15-171

USER: patricias

SCALE: 1 in = 150 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
 PLANNING & ZONING DEPT.

SPECIAL EXCEPTION USE
 CUMBERLAND FARMS
 S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67

DATE:	11/12/2015
APPLICATION NUMBER:	P15-171
USER:	patricias
SCALE:	1 in = 300 ft

APPLICATION FOR SPECIAL EXCEPTION USE

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
(772)871-5212 FAX: (772)871-5124

FOR OFFICE USE ONLY

Planning Dept. P15-171
Fee (Nonrefundable) \$ 2,115.00
Receipt # 70494

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to being scheduled for the Site Plan Review Committee meeting or advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g., warranty deed, affidavit), lease agreement (where applicable), approved Concept Plan or Approved Site Plan, and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: mtroxell@thomaseg.com

PROPERTY OWNER:

Name: James J McGlone
Address: 2582 SW Hinchman St, Port St Lucie, FL, 34984
Telephone No.: 772-398-1212 Fax No.: _____

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Michael Troxell
Address: 1000 Corporate Drive, Suite 250, Fort Lauderdale, FL33334
Telephone No.: 954-202-7000 Fax No.: 954-202-7070

RECEIVED
OCT 07 2015

SUBJECT PROPERTY:

Legal Description: Refer to attachment
Parcel I.D Number: Refer to attachment
Address: Refer to attachment Bays: _____
Development Name: Cumberland Farms - Port St. Lucie Blvd & Darwin Blvd (Attach Sketch and/or Survey)
Gross Leasable Area (sq. ft.): 4,996 Assembly Area (sq. ft.): N/A
Current Zoning Classification: CG-PSL SEU Requested: Retail convenience/fuel service

**PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL**

Please state, as detailed as possible, reasons for requesting proposed SEU (continue on separate sheet, if necessary):

Allow for the construction of a 4,996 square foot convenience store with 16 fueling positions on property zoned as
General Commercial (CG)


Signature of Applicant

Michael troxell
Hand Print Name

10/6/15
Date

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.

SPECIAL EXCEPTION USES

The Planning and Zoning Board, and Zoning Administrator, may authorize the special exception use from the provisions of § 158.260. In order to authorize any special exception use from the terms of this chapter, the Planning and Zoning Board, or Zoning Administrator, will consider the special exception criteria in § 158.260 and consider your responses to the following when making a determination.

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

Please refer to attached responses.

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

Please refer to attached responses.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

Please refer to attached responses.

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

Please refer to attached responses.

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

Please refer to attached responses.

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Please refer to attached responses.

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

Please refer to attached responses

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

Please refer to attached responses

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

Please refer to attached responses

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

Please refer to attached responses



Signature of Applicant

Michael Troxell

Hand Print Name

10/6/15

Date

PLEASE NOTE:

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

Vehicular access to the site will be provided via three driveway connections. Pedestrian access to and within the will be provided via sidewalk connections and crosswalks.

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

The number of parking spaces exceeds the code requirement and the spaces are located away from adjacent residential areas. A buffer wall and landscape buffer zone will be provided.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

Connections to the water and sewer system will be made along SW Briggs Street at the northwest corner of the site. Electricity will be provided via relocated overhead lines, and telephone and cable will be provided from underground lines along SW Port St. Lucie Blvd.

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

A six (6) foot high wall will be constructed along the west property line adjacent to the residential area.

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

Stop signs will be provided to control the flow of traffic. The proposed lighting will conform with the dark sky lighting standards.

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Landscape buffers have been provided along each side of the property. A large landscape buffer and 6 foot wall along the west property line and the stormwater detention area along the south property line provide ample separation between the on-site activity and adjoining properties.

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

The design requirements for the General Commercial (CG) zoning have been met by the proposed site plan. Required setbacks, buffers, lot and building size, parking requirements, and building height meet the standards for the zoning designation.

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

The site has been designed so that the commercial activities occur along the east side of the building/property which provides the maximum buffering to the adjacent residential uses. Additionally, a 6' buffer wall and landscape buffer are being provided and access is mainly expected to occur on Port St. Lucie Blvd. The development will be beneficial to local residents due to the proximity and ease of access to the use.

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

The activity occurs on the east side of the property, which the building, landscape area, and wall serve as buffers from the noise, fumes, and vehicular movement.

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

The site is situated along Port St. Lucie Boulevard and is compatible with similar commercial uses located directly around the proposed project site. Site improvements and lighting have been designed to direct noise and light away from adjacent residential properties. The lighting will comply with the Dark Sky Standards. The fueling islands are located between the right of way and the building to reduce noise into the adjacent neighborhood.

LEGAL DESCRIPTION

BEING ALL OF LOTS 1 THRU 10, BLOCK 1482, ACCORDING TO THE PLAT OF PORT ST. LUCIE SECTION SIXTEEN, AS RECORDED IN PLAT BOOK 13, PAGE 7, AND BEING ALL OF LOTS 65 THRU 67, BLOCK 1440, ACCORDING TO THE PLAT OF PORT ST. LUCIE SECTION FIFTEEN, AS RECORDED IN PLAT BOOK 13, PAGE 6, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF DU BOIS AVENUE (A 60 FOOT RIGHT OF WAY) AND THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 01°49'37" EAST A DISTANCE OF 198.34 FEET TO THE NORTHEAST CORNER OF LOT 64, BLOCK 1440, ACCORDING TO THE PLAT OF PORT ST. LUCIE SECTION FIFTEEN, AS RECORDED IN PLAT BOOK 13, PAGE 6, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 81.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 06°48'59" WEST, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 126.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 10 AND THE SOUTH RIGHT OF WAY LINE OF DU BOIS STREET, BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 110.00 FEET, THE CHORD OF WHICH BEARS NORTH 51°21'10" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 122.22 FEET THROUGH A CENTRAL ANGLE OF 63°39'42" TO THE POINT OF BEGINNING.

ADDRESSES: 3174 SW PORT ST LUCIE BLVD

915 SW Alexandria AVE

900 SW Du Bois AVE

901 SW Alexandria AVE

929 SW Alexandria AVE

PROPERTY TAX ID: 3420-575-0076-000-9 / 3420-570-0070-000-2 / 3420-575-0085-000-5

3420-570-0071-000-9 / 3420-570-0069-000-2

This instrument prepared by:
The John Galt Title Company
9576 South Federal Highway
Port St. Lucie, Florida 34952
Courthouse Box Number 12 PSL

Return To:
JOHN GALT TITLE COMPANY
Court House Box 12 P.S.L.

WARRANTY DEED

This Indenture, made this 25th day of April 1999, between David Lussier whose post office address is 158 Scantic Rd., Hampden, MA 01036 grantor, and James J. McGlone, Jr. whose post office is: 2582 SW Hinchman St. Port St. Lucie, FL 34984 grantee*.

0.00
17.50
0.00
* Doc Assump: \$
* Doc Tax : \$
* Int Tax : \$

Witnesseth: That said grantor, for and in consideration of the sum of TEN AND 00/100 ~~(\$10.00)~~ and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

Lot 1, Block 1482, Port St. Lucie Section Sixteen, a subdivision according to the plat or map thereof, as described in Plat Book 13, at Page 7, of the Public Records of St. Lucie County, Florida.

PARCEL IDENTIFICATION # 3420-575-0076-000/9

The grantor hereby warrants the title to said land to be free and clear of all grants, charges, taxes, judgments, mortgages, liens, restrictions, covenants, and other lawful claims of all persons whomsoever.

Subject to Easements, Restrictions and Reservations of record, if any, and taxes for 1999 and subsequent years. **Grantor** and **grantee** are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence.

WITNESSES:
Lorna Hogerty
Witness Name: LORNA HOGERTY

David Lussier
David Lussier

Barbara Askey
Witness Name: Barbara Ann Askey

STATE OF Massachusetts
COUNTY OF Hampden

I Hereby Certify that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared David Lussier, who is known to me or who has produced identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness: my hand and seal in the County and State aforesaid this 25th day of <month>, April 1999.

Linnaya L. Humel
Notary Public

COPY

LINNAYA L. HUMEL
Notary Public
Comm. Expires Feb. 14, 2003



Return in envelope self addressed stamped envelope (L1)

Name: Atlantic Coastal Title Corporation
Address: 2400 SE Midport Rd. #211
Port St. Lucie, FL 34952

This Instrument Prepared by: Sylvia R. Miller
Name: Atlantic Coastal Title Corporation
Address: 2400 SE Midport Rd. #211
Port St. Lucie, FL 34952

Property Appraiser's Parcel Identification
Parcel Number(s): 3420-575-0077-000/6

Grantee(s) \$ \$ \$
* DOC Assump: \$ 0.00
* DOC Tax : \$ 70.00
* Int Tax : \$ 0.00

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1791984 DR BOOK 1286 PAGE 523
Recorded: 03/16/00 10:18

SPACE ABOVE THIS LINE FOR PROCESSING DATA
This Warranty Deed, Made the 10th day of March, 2000, by
MUBADDA SUIDAN
hereinafter called the Grantor, to James J. McGlone, Jr., married
whose post-office address is 2582-SW Hinchman St., Port St. Lucie, FL 34984
hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, 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, State of Florida, viz:

Lot 2, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

The grantor hereby warrants that the land described herein and conveyed hereby is not the residence of grantor nor any member of grantor's family dependent upon grantor for support; and that grantor's residence is elsewhere, and not contiguous to the lands conveyed hereby.
Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever.

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 99.
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:

Judy B. Skinner
Witness Signature (as to first Grantor)
Printed Name: Judy B. Skinner

William F. C. Skinner, Jr.
Witness Signature (as to first Grantor)
Printed Name: WILLIAM F. C. SKINNER, JR.

Witness Signature (as to Co-Grantor, if any)
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

Printed Name
STATE OF Georgia
COUNTY OF FULTON

Mubadda Suidan

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, 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:



Mubadda Suidan
Grantor Signature
Printed Name: Mubadda Suidan

95 Blackland Rd., NW
Post Office Address: Atlanta, GA 30342

Co-Grantor Signature, (if any)
Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

Witness my hand and official seal in the County and State last aforesaid this 11th day of JANUARY, 2000
William F. C. Skinner, Jr.
Notary Signature
Printed Name: WILLIAM F. C. SKINNER, JR.
Notary Public, DeKalb County, Georgia
My Commission Expires May 16, 2000

COPY

* Doc Assump: \$ 0.00
* Doc Tax : \$ 280.00
* Int. Tax : \$ 0.00

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

LEI

Sylvia R. Miller
Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952

ACTC File Number: 99037248
Parcel ID Number: 3420-575-0078-000/3

COPY
GENERAL WARRANTY DEED
This deed, made as of this 10th day of March, 2000, by Robert K. Luyendyk and Linda A. Luyendyk, his wife (as Grantor), and James J. McGlone, Jr., whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, Florida 34984-4913 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lots 3, 4 and 5, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

ATLANTIC COASTAL TITLE CORPORATION
A Full Service, Florida Title Insurance Agency

JOHANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1791985 OR BOOK 1286 PAGE 524
Recorded: 03/16/00 10:18

COPY

OR BOOK 1286 PAGE 525

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

(witness 1)

[Signature]

Robert K. Luyendyk

[Signature]

(witness 2)

[Signature]

Linda A. Luyendyk

COPY

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me the date hereinafter given, by Robert K. Luyendyk and Linda A. Luyendyk; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 10th day of March, 2000.

COPY

[Signature]

Notary Public

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other



COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1779701 OR BOOK 1275 PAGE 2684
Recorded: 01/27/00 11:28

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

PSL C.H. Box 10

Sylvia R. Miller

Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 201
Port St. Lucie, Florida 34952

Doc ASSUMP: \$	0.00
Doc Tax : \$	52.50
Int Tax : \$	0.00

ACTC File Number: 99036116
Parcel ID Number: 3420-575-0081-000/7

COPY

GENERAL WARRANTY DEED

This deed, made as of this 21st day of January, 2000, by Ambrose E. Berton and Eileen M. Berton, his wife (as Grantor); to James J. McGlone, Sr., whose postoffice address is: 3305 Villanova Court, Beverly Hills, FL 34465 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 6, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

COPY

OR BOOK 1275 PAGE 2685

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:

Dorcias E. Yonker
Dorcias E. Yonker

Ambrose E. Berton
Ambrose E. Berton
1870 Wandle Drive
Coshocton, OH 43812-2943

B. Ann Baker
B. Ann Baker

Eileen M. Berton
Eileen M. Berton
1870 Wandle Drive
Coshocton, OH 43812-2943

COPY

State of OHIO
County of Coshocton

The foregoing instrument was acknowledged before me the date hereinafter given, by **Ambrose E. Berton and Eileen M. Berton**; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 2ND day of DECEMBER, 1999.

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other

Dorcias E. Yonker
Dorcias E. Yonker Notary Public



DORCAS E. YONKER
Notary Public, State of Ohio
My Commission Expires
August 3, 2004

This Instrument Prepared by and Return to:

Monica L. Helmer

Community Land Title Corporation
2400 S.E. Midport Road, Suite 214
Port St. Lucie, FL 34952
0306556C

* DOC ASSUMP: \$ 0.00
* DOC Tax : \$ 210.00
* Int Tax : \$ 0.00

Property Appraisers Parcel Identification (Folio) Numbers:
3420-575-0082-000/4

Return to Courthouse Box # 15
Community Land Title Corporation **Warranty Deed**

BAW 6.00 210.00

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made and executed the 21st day of March, 2003 by Grazebrook Thomas, whose post office address is: 5331 S. Wabash Avenue, Chicago, IL 60615, herein called the grantor, to James J. McGlone, Jr., a married man whose post office address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in St. Lucie County, State of Florida, viz:

Lot 7, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7, 7A through 7C, of the Public Records of St. Lucie County, Florida.

Subject to easement, restrictions, and reservations of record and to taxes for the year 2003 and thereafter.

The land described herein is not the homestead property of the grantor(s), nor is it contiguous thereto; it is in fact vacant, unimproved land.

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 grantors are lawfully seized of said land in fee simple; that the grantors have good and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all parties whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

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:

Sharon Bennett
Witness #1 Signature

SHARON BENNETT
Printed Witness #1

Christopher W. Paschal
Witness #2 Signature

Christopher W. Paschal
Printed Witness #2

STATE OF ILLINOIS
COUNTY OF COOK

By: Grazebrook Thomas
Grazebrook Thomas
5331 S. Wabash Avenue, Chicago, IL 60615

COPY

The foregoing instrument was acknowledged before me this 10 day of March, 2003, by Grazebrook Thomas, who is personally known to me or who has produced DRIVERS LICENSE as identification and who did not take an oath.

SEAL

OFFICIAL SEAL
MARIA TRAVIS
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES: 02/24/04

Maria Travis
Notary Signature
MARIA TRAVIS
Printed Notary Name
2/24/04
My Commission Expires:

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2176962 OR BOOK 1680 PAGE 2348
Recorded: 03/26/03 09:15

JOHANN HOLLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2313246 OR BOOK 1852 PAGE 2645
Recorded: 12/01/03 11:21

Port St. Lucie Courthouse Box # 15

Community Land Title Corporation
This Instrument Prepared by and Return to:
Charlene E. Schwartz
Community Land Title Corporation
2400 S.E. Midport Road, Suite 214
Port St. Lucie, FL 34952
0306604C
Property Appraisers Parcel Identification (Folio) Numbers:
3420-575-0083-000/1

Warranty Deed

86.00, 2980.30 SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made and executed the 25 day of November, 2003 by **Daniel E. Gedke and Betty A. Gedke, his wife**, whose post office address is: **3191 SW Briggs Street, Port St. Lucie, FL 34953**, herein called the grantor, to **James J. McGlone, Jr.**, whose post office address is **2582 SW Hinchman Street, Port St. Lucie, FL 34984-4913**, hereinafter called the Grantee: *** a married man** (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument) and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in St. Lucie County, State of Florida, viz:

Lots 8, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7, 7A through 7C, of the Public Records of St. Lucie County, Florida.

Subject to easement, restrictions, and reservations of record and to taxes for the year 2003 and thereafter.

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

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

AND, the grantor hereby covenants with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all parties whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

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:

Charlene E. Schwartz
Witness #1 Signature
Charlene E. Schwartz
Printed Witness #1

By: [Signature]
Daniel E. Gedke
3191 SW Briggs Street, Port St. Lucie, FL 34953

Patricia F. Carnivale
Witness #2 Signature
PATRICIA F. CARNIVALE
Printed Witness #2

By: [Signature]
Betty A. Gedke
3191 SW Briggs Street, Port St. Lucie, FL 34953

STATE OF FLORIDA
COUNTY OF ST. LUCIE

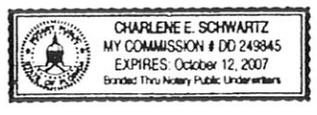
The foregoing instrument was acknowledged before me this 25 day of November, 2003, by **Daniel E. Gedke and Betty A. Gedke, his wife**, who has produced a drivers license as identification and who did not take an oath.

SEAL

Charlene E. Schwartz
Notary Signature

Printed Notary Name

My Commission Expires:



0.00
960.00
0.00
Doc. Tax : \$
Int. Tax : \$

COPY

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1751631 DR BOOK 1251 PAGE 0200
Recorded: 09-22-99 10:45 A.M.

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:
PSL COURTHOUSE Box #10
Agnes A. Hillgardner
Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952

[L:\ACTC\REPORT\99036134.WD1]
ACTC File Number: 99036134
Parcel ID Number: 3420-575-0084-000/8

0.00
24.50
0.00

COPY

GENERAL WARRANTY DEED

* Doc Assump: \$
* Doc Tax : \$
* Int Tax : \$

This deed, made as of this 2nd day of September, 1999, by Andres G. Guevara and Martha L. DeGuevara, a/k/a Martha V. Lara, his wife (as Grantor); and James J. McGlone, Jr., whose postoffice address is: 2582 S.W. Hinchman Street, Port St. Lucie, FL 34984 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 9, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

COPY

OR BOOK 1251 PAGE 0201

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:

Elizabeth A. Maddux
Elizabeth A. Maddux

Andres G. Guevara

Andres G. Guevara
2466 Quiet Waters Loop
Ocoee, FL 34761

Alice M. Wouda
Alice M. Wouda

Martha L. DeGuevara

Martha L. DeGuevara
2466 Quiet Waters Loop
Ocoee, FL 34761

State of Florida
County of Orange

The foregoing instrument was acknowledged before me the date hereinafter given, by **Andres G. Guevara and Martha L. DeGuevara**; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 7 day of **September, 1999**.



Samuel Mojica
My Commission CC570035
Expires Sep. 08, 2000

Samuel Mojica

Notary Public
State of Florida at Large

Type of identification provided (Check One):

- Driver's License G-160-015-61-430-0 / G-160-558-59-745-0
- Passport
- Government (State or Federal) ID Card
- Resident Alien ID Card
- Other

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1878388 OR BOOK 1359 PAGE 2121
Recorded: 01/30/01 14:08

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

Leonard L. Spangler, Jr.
Atlantic Coastal Title Corporation
3850 20th Street, Suite 6
Vero Beach, Florida 32960

ACTC File Number: 20038981
Parcel ID Number: 3420-575-0085-000/5

Doc Assump: \$ 0.00
Doc Tax : \$ 28.00
Int Tax : \$ 0.00

COPY
GENERAL WARRANTY DEED

This deed, made as of this 21st day of October, 2000, by Michael Allen Fisher, Victoria Jane Fisher, Lindsay Jon Fisher, Kristen Ruth Fisher (as Grantor); and James J. McGlone, Jr., whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984-4913 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 10, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

The grantor's herein expressly warrant this is not homestead property nor is it contiguous to their homestead property and is, in fact, vacant unimproved land.

ATLANTIC COASTAL TITLE CORPORATION
A Full Service, Florida Title Insurance Agency

COPY

OR BOOK 1359, PAGE 2122

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written

Signed, sealed and delivered in the presence of

[Signature]
[Signature]

[Signature]
Lindsay Jon Fisher
13141 Laguna Street
Santa Barbara, CA 93101

COPY

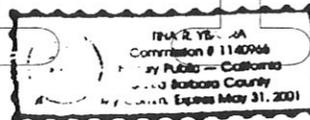
State of California
County of Santa Barbara

The foregoing instrument was acknowledged before me the date hereinafter given, by Lindsay Jon Fisher; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 5 day of January, 2000. 2001

Type of identification provided (Check One):
 Driver's License
 Passport
 Government (State or Federal) ID Card
 Resident Alien ID Card
 Other

[Signature]
Notary Public



COPY

OR BOOK 1359 PAGE 2123

reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

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:

Jish Cushman
Witness

Ruby [Signature]
Witness

Victoria Jane Fisher
Victoria Jane Fisher

Address: 1414 E AVE K-6
P.O. BOX 1000, CA
97755

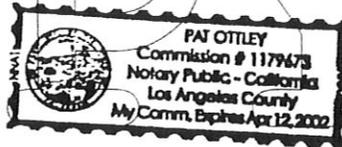
State of CALIFORNIA
County of LOS ANGELES

The foregoing instrument was acknowledged before me the date hereinafter given, by Victoria Jane Fisher; who was ~~either personally known to me, or~~ produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who ~~did not~~ take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 21 day of OCTOBER, 2000.

Pat Otley
Notary Public

- Type of Identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other



COPY

OR BOOK 1389 PAGE 2124

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:

Kathleen A. Brauchkamp

Kristen Ruth Fisher

Kristen Ruth Fisher
411 Coral Reef Drive
Huntington Beach, CA 92648

Alexandra Adams

COPY

State of California
County of Orange

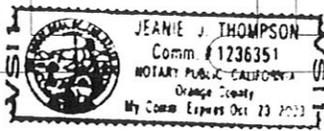
The foregoing instrument was acknowledged before me the date hereinafter given, by **Kristen Ruth Fisher**; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 18th day of December, 2000.

COPY

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other

Jeanie J. Thompson
Notary Public



COPY

OR BOOK 1359 PAGE 2125

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:

B. J. Fisher

Michael Allen Fisher

Michael Allen Fisher
270 N. Canon Drive, #1404
Beverly Hills, CA 90210

Philip Smith

COPY

State of CALIFORNIA
County of LOS ANGELES

The foregoing instrument was acknowledged before me the date hereinafter given, by **Michael Allen Fisher**; who was ~~were~~ either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

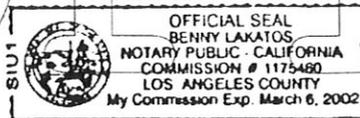
Witness my hand and official seal in the County and State last aforesaid, this 27 day of OCT. 2000.

COPY

Benny Lakatos
Notary Public

Type of identification provided (Check One):

- Driver's License
- Passport
- Government (State or Federal) ID Card
- Resident Alien ID Card
- Other



COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1832082 OR BOOK 1320 PAGE 2450
Recorded: 08/14/00 13:58

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

Sylvia R. Miller
Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952 *mail*

ACTC File Number: 99036114
Parcel ID Number: 3420-570-0069-000/2

* Doc ASSUMP: \$ 0.00
* Doc Tax : \$ 28.00
* Int Tax : \$ 0.00

COPY
GENERAL WARRANTY DEED

This deed, made as of this 31st day of July, 2000, by Rodney H. Leonard, a single person (as Grantor); to James J. McGlone, Jr., whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 65, Block 1440, PORT ST. LUCIE SECTION FIFTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 6 and 6A through 6E, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).



COPY

OR BOOK 1320 PAGE 2451

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:

Paul L. Mask
PAUL L. MASK
SGT./U.S. ARMY

Rodney H. Leonard
Rodney H. Leonard
AREIT STR 4 A-5700
Zellum See, Austria

Darren A. Cunningham
DARREN A. CUNNINGHAM
SGT./U.S. ARMY

State of
County of

The foregoing instrument was acknowledged before me the date hereinafter given, by Rodney H. Leonard; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 16th day of May, 2000.

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other

Paul L. Mask
Notary Public
PAUL L. MASK
SGT / U.S. Army
LEGAL NCO



COPY

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1745777 OR BOOK 1245 PAGE 2415
Recorded: 08-25-99 09:23 A.M.

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

PSA Court House Box #0
Agnes A. Hillgardner
Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952

* DOC ASSUMP: \$ 0.00
* DOC Tax : \$ 48.30
* Int Tax : \$ 0.00
[L:\ACTCREPORT\99035483 WD1]
ACTC File Number: 99035483
Parcel ID Number: 3420-570-0070-000/2

COPY

GENERAL WARRANTY DEED

This deed made as of this 12th day of August, 1999, by Marie D. Cerbo, a single person (as Grantor); and James J. McGlone, Jr., a married person, whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 66, Block 1440, PORT ST. LUCIE SECTION FIFTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 6 and 6A through 6E, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any, insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

COPY

OR BOOK 1245 PAGE 2416

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:

Maryann Medeiros
Maryann Medeiros

Marie D. Cerbo

Marie D. Cerbo
704 Main Street
Newington, CT 06111

Lisa Holtz
Lisa Holtz
State of CONNECTICUT
County of HARTFORD

COPY

The foregoing instrument was acknowledged before me the date hereinafter given, by **Marie D. Cerbo**, who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 14th day of August, 1999.

Alice S. McCarthy
Notary Public
ALICE S. MCCARTHY
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2000

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other

COPY

COPY

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1774314 OR BOOK 1270 PAGE 2876
Recorded: 12-28-99 02:17 P.M.

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

PSV CH Bot 10
Sylvia R. Miller

Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952

Doc ASSURP: \$ 0.00
* DOC Tax : \$ 140.00
* Int Tax : \$ 0.00

[L:ACTCREPORT99036115.WD1]

ACTC File Number: 89036115

Parcel ID Number: 3420-570-0071-000/9

COPY

GENERAL WARRANTY DEED

This deed, made as of this 17th day of December, 1999, by William T. Morrissey and Mildred F. Morrissey, his wife (as Grantor); to James J. McGlone, Jr., whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984-4913 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 67, Block 1440, PORT ST. LUCIE SECTION FIFTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 6 and 6A through 6E, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

COPY

OR BOOK 1270 PAGE 2877

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:

Patrick K. Henry
Patrick K. Henry

Anna E. Beatrice
Anna E. Beatrice

William T. Morrissey

William T. Morrissey
571 Jewett Avenue
Bridgeport, CT 06606-2829

Mildred F. Morrissey
Mildred F. Morrissey
571 Jewett Avenue
Bridgeport, CT 06606-2829

COPY

State of Connecticut
County of Fairfield

ss: Bridgeport

The foregoing instrument was acknowledged before me the date hereinafter given, by **William T. Morrissey and Mildred F. Morrissey**; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 12 day of November, 1999.

(Seal)
COPY

Patrick K. Henry
Patrick K. Henry Notary Public
State of Connecticut
My Commission Expires: 10/31/2004

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other

Designation of Authorized Agent

Consent for: Cumberland Farms – Port St. Lucie Boulevard & Darwin Boulevard
Port St. Lucie Boulevard & Darwin Boulevard, Port St. Lucie, FL 34953
Lots 1 through 10, Block 1482 Section 16 / Lots 65, 66 & 67 Block 1440 Section 15

This form shall serve as consent for Michael Troxell and Ryan Thomas, Thomas Engineering Group LLC to act as agent/applicant to prepare, submit, and sign (as applicant) all applications and documentation required for procurement of site plan approval and construction permits, inclusive of all necessary concurrency determinations: variances; City of Port St. Lucie building permits; City of Port St. Lucie Subdivision Platting; City of Port St. Lucie Engineering Permit; South Florida Water Management District Environmental Resource, Water Use, and Dewatering Permits; Florida Department of Environmental Protection permits; North St. Lucie River Water Control District permit, and any other necessary permits or approvals required for the construction of the proposed Cumberland Farms Convenience Store with gas pumps located along Port St. Lucie Boulevard between Bianca Avenue and Alexandria Avenue in Port St. Lucie, Florida.

I do hereby give consent for Michael Troxell and Ryan Thomas, Thomas Engineering Group LLC to act on our behalf to sign and submit applications, required material and documents, and attend and represent us at all meetings and public hearings pertaining to this project.

Property Owner: James McGlone
2582 SW Hinchman Street
Port St. Lucie, FL 34984

By: James McGlone
(signature)

James J. McGlone, Jr.
(printed name, title)

State of Florida
County of St. Lucie

This foregoing instrument was acknowledged before me this 14 day of August, 2015.
by James McGlone. He/she is personally known to me or has produced
_____ as identification and did/did not take an oath.

Notary Public Information :

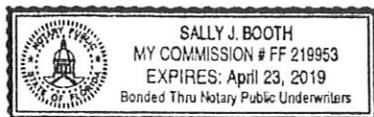
Sally J. Booth
(Signature of Notary)

Sally J. Booth
(Name – Must be typed, printed or stamped)

Agent Information:

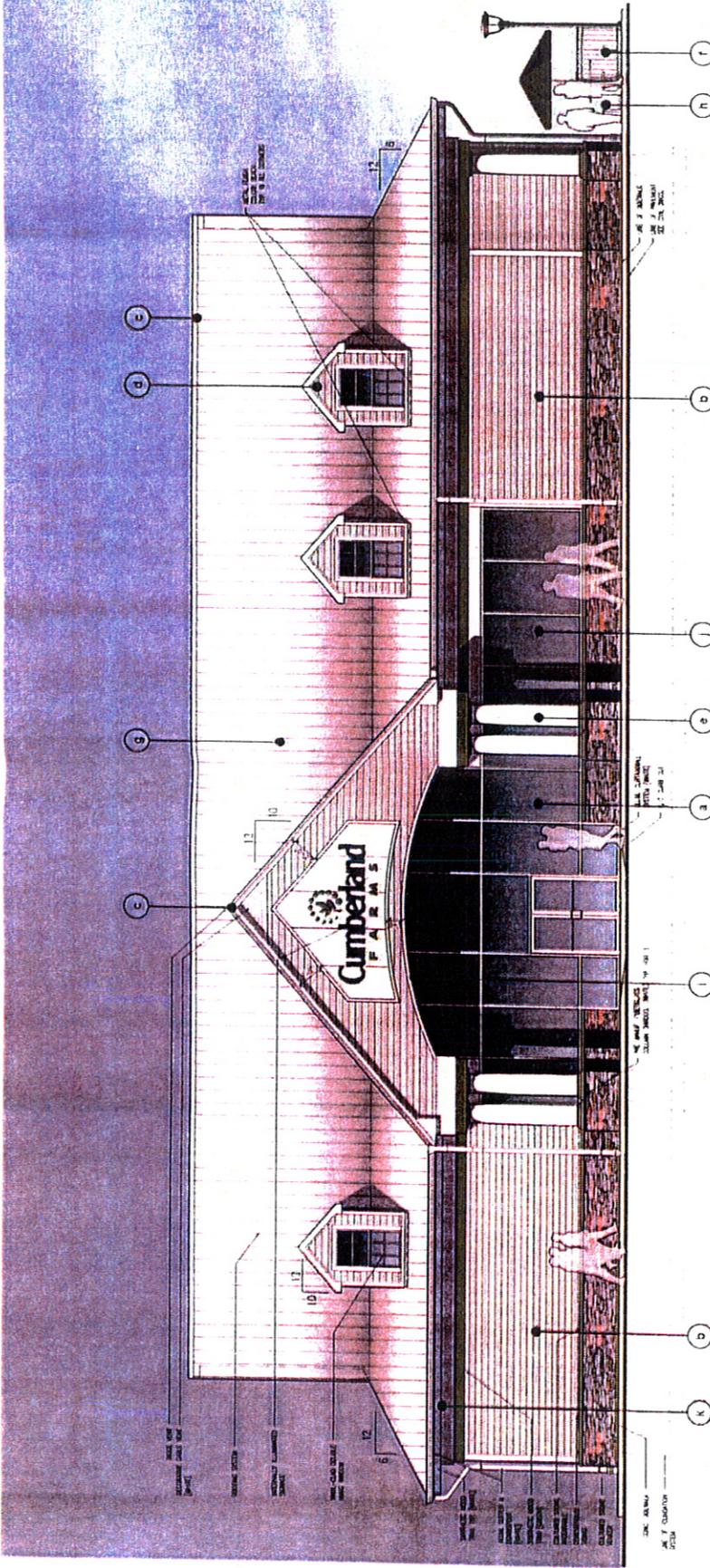
Michael Troxell, Thomas Engineering Group LLC
Ryan Thomas, Thomas Engineering Group LLC
1000 Corporate Drive, Suite 250
Fort Lauderdale, FL 33334

My Commission Expires:



HOMAS
 1100 S. W. 10TH AVENUE, SUITE 100
 MIAMI, FL 33135
 TEL: 305.575.0000
 FAX: 305.575.0001
 WWW.HOMAS.COM

NO.	DATE	DESCRIPTION
1	08/15/18	ISSUED FOR PERMITS
2	09/10/18	REVISIONS
3	10/15/18	REVISIONS
4	11/15/18	REVISIONS
5	12/15/18	REVISIONS
6	01/15/19	REVISIONS
7	02/15/19	REVISIONS
8	03/15/19	REVISIONS
9	04/15/19	REVISIONS
10	05/15/19	REVISIONS
11	06/15/19	REVISIONS
12	07/15/19	REVISIONS
13	08/15/19	REVISIONS
14	09/15/19	REVISIONS
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173	12/15/32	REVISIONS
174	01/15/33	REVISIONS
175	02/15/33	REVISIONS
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314	09/15/44	



- Architectural Elements**
- a. Predominantly vertical, rectangular, windows
 - b. Lightly stained / painted siding in a horizontal pattern
 - c. Gable roof
 - d. Gable dormer
 - e. Round columns with square base

- Architectural Elements (cont.)**
- f. Porch with picket railing
 - g. Standing seam metal roof
 - h. Patio courtyard (377 sq ft.)
 - i. Arches
 - j. Display windows
 - k. Eaves

- Additional Features**
- Multiple roof planes
 - Eaves
 - Change in roof height
 - Dormers

- Finish Schedule**
- Synthetic wood trim & fascia
 - Synthetic wood trim
 - Fiberglass column shroud
 - Cementitious siding
 - Cultured stone
 - Standing seam metal roof
 - Aluminum gutter system
 - * Approved Port St. Lucie Color

- Sherwin Williams
- Sherwin Williams
- Pacific Columns
- HardiePlank
- Boral Stone Products
- TBD
- Hickman
- White
- White
- White

ARCHITECTURAL ELEMENTS
CUMBERLAND FARMS - PORT ST. LUCIE



Cambridge, MA - A street view of the Cambridge, MA area, showing a road with double yellow lines, a utility pole, and a building with a sign that says "Cambridge".



Circle K Gas Station and Convenience Store, Port St Lucie Blvd, Port St Lucie, FL



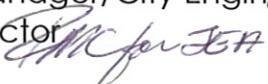
CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11D

Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
Patricia Roebing, P.E., Assistant City Manager/City Engineer 
James Angstadt, P.E., Public Works Director 

FROM: Clyde Cuffy, Project Coordinator

Agenda Item: Resolution: US 1 Transit Corridor Bus Shelter – Public
Transportation Supplemental Joint Participation Agreement

Submittal Date: 12/4/2015

Res 15-R116

STRATEGIC PLAN LINK: Port St. Lucie Vision 2028, Principle 10, Easy Mobility, "Public transit connecting community destinations with ridership by choice"

BACKGROUND: The City has requested funding from Florida Department of Transportation (FDOT) for the construction of fifteen (15) bus stop locations along US 1 Transit Corridor. The Treasure Coast Regional Transit Organization (RTO) technical advisory subcommittee identified the bus stop locations along US 1 Transit Corridor which could benefit by the addition of a bus shelter. The shelters will be located through Martin and St. Lucie Counties and will be used by the general public through the Treasure Coast Connector bus system. The City of Port St. Lucie serves as the lead agency to manage the design, permitting and construction of the transit infrastructure.

FDOT and the City of Port St. Lucie entered into a Joint Participation Agreement (JPA) dated February 29, 2012 for the design, permitting and construction of the transit infrastructure along US 1 Transit Corridor.

ANALYSIS: The Resolution authorizes the City Manager to accept the Supplemental Joint Participation Agreement (SJPA) and for City staff to take actions necessary to implement the terms and conditions of the Agreement.

FINANCIAL INFORMATION: This SJPA provides additional funding in the amount of \$180,000.00 amending the Joint Participation Agreement to a new total of \$680,000.00.

LEGAL INFORMATION: A Resolution has been drafted by Assistant City Attorney Stefanie Beskovoyne and is approved as to form.

STAFF RECOMMENDATION: Approval to enter into the SJPA for construction of the US 1 Transit Corridor Bus Shelters.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: US 1 through Martin and St. Lucie Counties.

ATTACHMENTS: Resolution, Supplemental Agreement, and location map.

RECEIVED

DEC 04 2015

City Manager's Office

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND INSTALLATION OF TRANSIT SHELTERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) and the City of Port St. Lucie (CITY) entered into a Joint Participation Agreement (JPA) on February 29, 2012, approved by the City Council as Resolution 12-R60 for infrastructure improvements such as bus shelters and bus benches; and

WHEREAS, FDOT desires to amend and supplement the JPA to provide the City with additional capital funding for transit infrastructure improvements along US1 corridor.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY RESOLVES:

Section 1. The Supplemental Agreement, being substantially in the form attached as Exhibit "A" hereto shall be executed by the City Manager or his designee.

Section 2. The City Clerk is hereby directed to send copies of this resolution to St. Lucie County and all other persons as directed by the City Council.

Section 3. 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 14th day of December, 2015.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

Karen A. Phillips, City Clerk

By: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM

By: _____
Pam Booker, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 2

Financial Project No.: <u>430243-1-94-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>AQL41</u>	Function: <u>215</u>	FLAIR Obj.: <u>751000</u>
CFDA Number: <u>N/A</u>	Federal No.: <u>N/A</u>	Org. Code: <u>55042010429</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>F596141662001</u>
	CSFA Number: <u>55.014</u>	

THIS AGREEMENT, made and entered into this _____ day of _____
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Port St. Lucie
121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 29th day of February, 2012
entered into a Joint Participation Agreement; and
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 680,000.00
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended

To provide the City of Port St. Lucie additional capital funding for transit infrastructure improvements along US1
corridor in Martin and St. Lucie counties. Infrastructure improvements include, but are not limited to: bus shelters, bus
benches, and other capital improvements as approved by the Department.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased decreased by \$ 180,000.00
bringing the revised total cost of the project to \$ 680,000.00

Paragraph 4.00 of said Agreement is increased decreased by \$ 180,000.00
bringing the Department's revised total cost of the project to \$ 680,000.00

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement 2/28/2017.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 430243-1-94-01

Contract No. AQL41

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 2/29/2012
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

City of Port St. Lucie

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Stacy L. Miller, P.E.

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

Financial Project No. 430243-1-94-01

Contract No. AQL41

Agreement Date _____

ATTACHMENT "A" SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Port St. Lucie
121 SW Port St. Lucie Blvd. , Port St. Lucie, Florida 34984

dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To provide the City of Port St. Lucie additional capital funding for transit infrastructure improvements along US1 corridor in Martin and St. Lucie counties. Infrastructure improvements include, but are not limited to: bus shelters, bus benches, and other capital improvements as approved by the Department.

		As Approved	As Amended	Net Change
I.	Project Cost	\$500,000.00	\$680,00.00	\$ 180,00.00
		As Approved	As Amended	Net
II.	Fund	DPTO	DPTO	DPTO
	Department:	\$500,00.00	\$680,00.00	\$ 180,00.00
	Agency:	\$	\$	\$
	Federal:	\$	\$	\$
<hr/>				
	Total Project Cost	\$500,00.00	\$680,000.00	\$ 180,000.00

Comments:

Please submit an invoice on the project every three (3) months, please include three (3) hard copies of the back-up and (three) 3 original Invoice Summary Sheets. Please refer to your JPA, Sections 6.0 and 7.0, for correct payment provisions through the Department of Transportation. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. All invoices must be accompanied by appropriate back-up, and check and/or check numbers that paid the invoice. Please contact your Florida Department of Transportation Project Manager for any additional questions before invoicing.

Deliverables:

- 1.) Quarterly reports in TransCIP
- 2.) Invoices associated with allowable expenses on project.
- 3.) Any plans or designs for bus benches or bus shelters funded by the intermodal grant.
- 4.) Copies of any third party agreement with contractors and/or vendors.
- 5.) Copies of any interlocal agreement with Martin and/or St. Lucie Counties, if applicable.
- 6.) Quarterly reports should include the ridership data on the US1 corridor and emphasize any changes to the ridership data before and after US1 Infrastructure improvements.

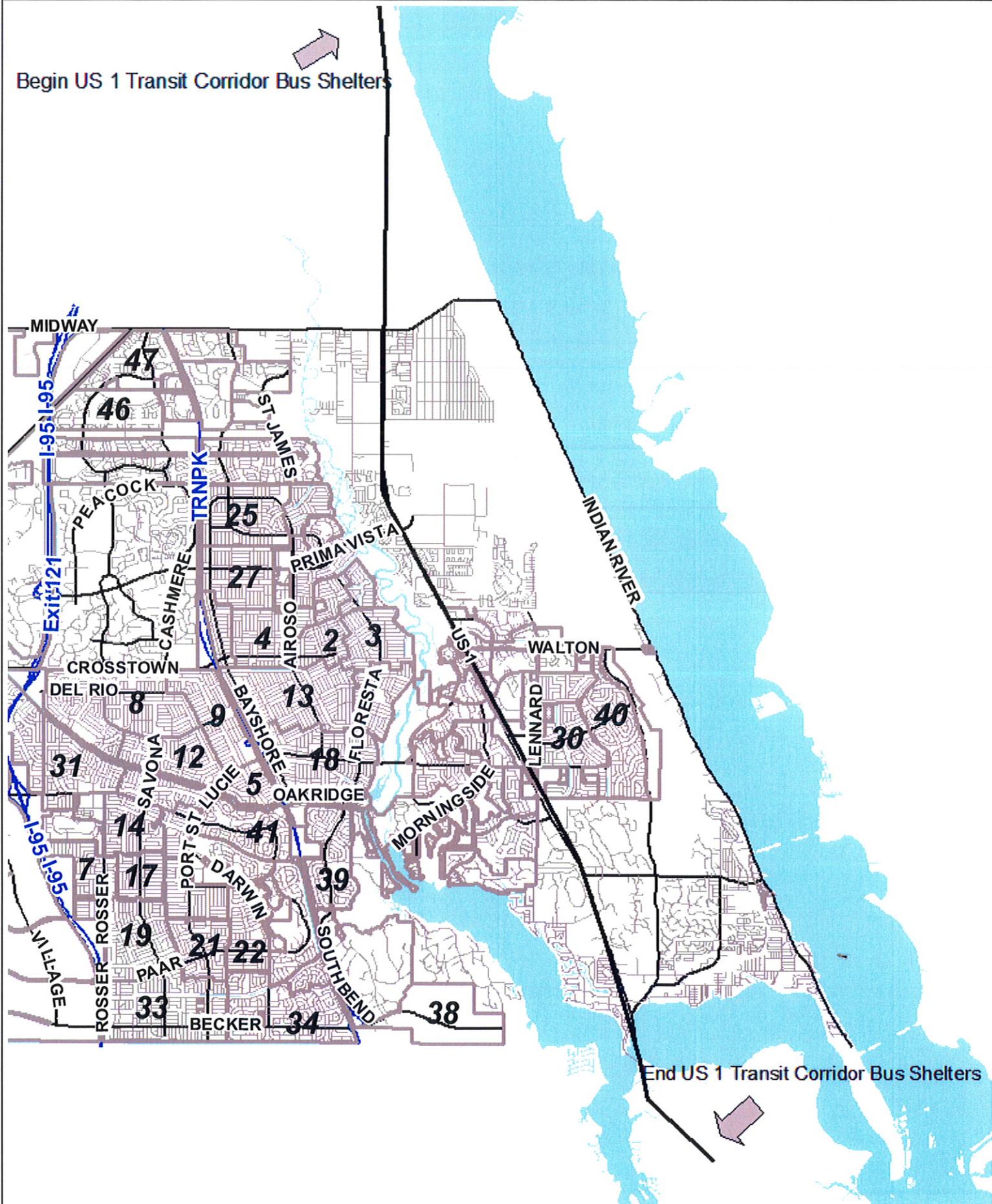
ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
	\$ N/A

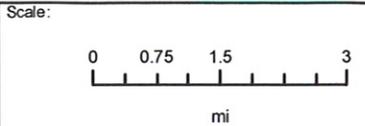
Begin US 1 Transit Corridor Bus Shelters



End US 1 Transit Corridor Bus Shelters



US 1 Transit Corridor Bus Shelters



Map produced by the City of Port St. Lucie City Council Map Generator Website on: 12/2/2015



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 12A
Meeting Date: 12-14-15

TO: Mayor and City Council
THRU: Jeff Bremer, City Manager *JB*
FROM: Patricia J. Selmer, Community Services *PJS*
Agenda Item: Motion: Submission and Approval of Affordable Housing
Advisory Committee Report

Submittal Date: ~~11/20/2015~~ 12/8/2015

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's Vision 2028 which offers stable neighborhoods with quality housing choices

BACKGROUND: This Agenda Item was brought to the City Council at the December 7, 2015 meeting and tabled for further information. Items or text that has been added to this Memorandum and Exhibits, and to the Report attached, are underlined. Items or text removed has been crossed out.

An Affordable Housing Advisory Committee (AHAC) is required to be appointed by the governing board of each local jurisdiction receiving State Housing Initiatives Partnership (SHIP) funding pursuant to Section 420.9076. The purpose of the AHAC is to provide recommendations for strategies to reduce regulatory barriers to developing affordable housing in the community. The statute requires that the recommendations be presented to the local governing body, which must amend the Local Housing Assistance Plan (LHAP) to incorporate Local Housing Incentive Strategies. These strategies must be adopted within one year of adopting the LHAP. Every three years, the jurisdiction's AHAC must review the housing incentive strategies in the Local Housing Assistance Plan to ensure that those strategies are being implemented and to recommend, if necessary, any additional incentives that may prove to be beneficial to affordable housing.

The City's AHAC was created by Ordinance 08-42 and the original committee members were appointed in Resolution 08-45. The Committee reviewed all incentives, made recommendations at its meeting on February 23, 2009, and was

subsequently disbanded. The committee was reestablished by Resolution 11-R66, reviewed the incentives that had been recommended in 2008, without change, and disbanded. The current committee was reestablished in Resolution 15-R80, copy attached.

ANALYSIS: The 2015 AHAC's meetings have been convened twice monthly since October 1, 2015. The committee has been discussing ~~the~~ eleven **required** affordable housing initiatives listed in the attached report and ranging from expedited permitting to development of affordable housing near major transportation corridors. They also included discussion of affordable land use components in future land use amendments as part of the review of affordable housing incentives listed in the City's Comprehensive Plan. **Two of the incentives, "expedited permitting" for affordable housing projects, and an "ongoing process for review" of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption, are required to be implemented by all governments receiving funding from the State Housing Initiatives Partnership (SHIP) Program.** A copy of the Affordable Housing Advisory Report is attached. The AHAC recommended no change to incentives listed on the report as numbers 3 through 8 and 10 through 12. Recommendations for changes to incentive strategies listed as numbers 1, 2 and 9 and the reasons for those changes are provided separately on Exhibit A attached.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Motion to accept the recommendations in the 2015 Affordable Housing Advisory Committee Report

SPECIAL CONSIDERATION: This report is required to be submitted for review by City Council before the end of the calendar year.

PRESENTATION INFORMATION: None

REQUESTED MEETING DATE: ~~12/7/2015~~ 12/14/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Exhibit A, Affordable Housing Advisory Committee Report and Resolution 15-R80.

RECEIVED

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City Manager's Office

EXHIBIT A

Incentive 1: Processing of approvals of development orders or permits, as defined in s. 163.3164, for affordable housing projects is expedited to a greater degree than other projects. (Per SHIP Rule 67-37.019 F.A.C. building permits, zoning permits, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land must be expedited to a greater degree than other projects by SHIP funding recipients.)

Discussion:

- The current policy allows for affordable housing applications to be given priority only when they experience a delay beyond three weeks. This requires the builder to follow-up with the permitting authority and have the application moved to a priority position. **The expedited permitting incentive is based on a “time is money” concept that acknowledges that affordable housing projects produce less profit for contractors and developers. It also recognizes that there are deadlines attached to federal, state and local funding for affordable housing.** Allowing affordable housing to be processed in the same manner as other projects does not provide an incentive to work with those types of projects.
- Community Services has, in the past, furnished a stamp for building permits, indicating that the application should be expedited. With online permitting, this stamp is no longer used. There is no way to determine whether or not an application involves affordable housing.

Recommendation: *The 2015 Committee recommended:*

- *The various departments that deal with development or permitting of affordable housing should consider providing a check box on the application that identifies the project as affordable housing (defined as involving federal, state or local affordable housing funds.) If the box is checked, then the project should have top priority through the entire permitting/approval process.*

Incentive 2: The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Discussion:

- In 2008 the City Council supported deferring impact fees for eligible homeowner applicants under the City’s affordable housing guidelines (for SHIP) on single family owner occupied residential housing, but this incentive could not be implemented based on issues with the legal department and local lenders.
- Community Services indicated that they had implemented a strategy for paying some of the construction costs or impact fees as a grant under the SHIP program. This program

could not be continued based on an insufficient amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.

- Although it is apparent that the impact fee update completed for Port St. Lucie in April of 2013 involved stakeholder meetings and input from staff from several departments, and that impact fees may have been reduced based on methodology and/or economic issues, the report itself does not make reference to affordable housing as a specific area of study or an ultimate cause of concern. There are no specific methodologies discussed that might be geared toward lessening the effect of impact fees on affordable housing.

Recommendation: The 2015 Committee recommended:

- *The City should continue to research alternative methods of impact fee reductions, waivers or other support for affordable housing.*
- *Council Members might consider amending the impact fee ordinances to require that the annual impact fee updates contain discussions of affordable housing and how any increase in the impact fee might affect housing affordability. Requirements for the quadrennial report could be amended to specifically address affordable housing methodologies and/or the potential of alternative methods of setting fees, such as:*
 - ✓ *Tiered impact fees based on square footage for residential impact fees;*
 - ✓ *Reduction of impact fees for in-fill housing or housing in different areas of the city, such as CRA, etc.*

Incentive 9: The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing. (Per SHIP Rule 67-37.019 F.A.C. funding recipients must have an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.)

Discussion:

- An update to the Comprehensive Plan was proposed by the 2008 AHAC as follows:

Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees. **In addition, policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments and presented to the Treasure Coast Builders Association.**

It is noted that the information included in bold above was not written into the Comprehensive Plan and there does not appear to be any written evidence indicating that these policies or any portion thereof are being implemented. It is also noted that increases in building fees are not the only issues that affect affordable housing and that TCBA may not be the only stakeholder interested or concerned with the impact of policies, ordinances, regulations, and plan provisions that increase the cost of housing.

Recommendation: The Committee recommended:

- ~~The information shown in bold above should be added to the Comprehensive Plan to complete the directive made by City Council as a follow-up to the 2008 AHAC Report and to ensure that policies are reviewed in a uniform way before they are implemented. Policy 3.1.10.2 of the Comprehensive Plan should be amended as follows:~~

Policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments or Department Heads and presented to the stakeholders, such as Treasure Coast Builders Association, the Chamber of Commerce, and concerned citizens before they are adopted.

- The City Council might consider ~~requesting~~ requiring that all departments, as they adopt additional fees or revisions to policies that increase fees, indicate in their reports and/or backup information that the potential increases were discussed with staff from the Community Development Departments and/or Department Heads and ~~TCBA~~ all concerned stakeholders and include information concerning those meetings and any comments or remarks about how the implementation or increases might affect affordable housing.



City of Port St. Lucie

AFFORDABLE HOUSING ADVISORY COMMITTEE REPORT

Date: November 15, 2015

**Prepared for:
The Florida Housing Finance Corporation**

**Prepared by:
City of Port St. Lucie
121 SW Port St. Lucie
Port St. Lucie, FL 34984**

INTRODUCTION

The legislation that created the Affordable Housing Advisory Committee (AHAC) in 1990, was designed to develop the Local Housing Incentive Plans for local governments. This legislation was passed as a result of the concerns raised by Florida homebuilders that the SHIP funds were being provided to local governments to support the accessibility and affordability of housing, yet local governments were also some of the largest contributors to rising housing costs due to developmental and administrative fees. The AHAC was initially instituted as a one-time committee, with the intent of addressing these concerns and developing incentives to maintain the accessibility and affordability of housing.

In 2007, the Florida Legislature passed HB 1375, mandating that the Florida Housing Finance Corporation (FHFC) require each local municipality and county receiving State Housing Initiatives Partnership (SHIP) funds to reestablish an Affordable Housing Advisory Committee (AHAC). The AHAC is required by Florida State Statute 420.9072(2)(b)4 and the FHFC is the State Agency responsible for the SHIP Program. The City of Port St. Lucie, as a recipient of SHIP funds, is required to comply with this requirement for the reestablishment of the AHAC. An original AHAC was established in 1993 but later dissolved.

The SHIP Program was created as a result of the William E. Sadowski Affordable Housing Act passed by the Florida Legislature in 1992. This legislation authorized the allocation of tax revenues under Chapter 201, Florida Statutes, and allocates such funds to counties and eligible municipalities for use in affordable housing programs.

The duties and makeup of this Affordable Housing Advisory Committee are outlined in Section 420.9076(2) of the Florida Statutes and requires the City to appoint persons to serve from the following disciplines:

- Resident who is actively engaged in the residential homebuilding industry in connection with affordable housing
- Resident who is actively engaged in the banking or mortgage banking industry in connection with affordable housing
- Resident who is a representative of those areas of labor engaged in home building in connection with affordable housing
- Resident who is designated as an advocate for low income persons in connection with affordable housing
- Resident who is actively engaged as a for profit provider of affordable housing
- Resident who is actively engaged as a real estate professional in connection with affordable housing
- Resident who is actively engaged as a not-for-profit provider of affordable housing
- Representative who actively serves on the Local Planning Agency
- Resident that is a concerned citizen for affordable housing
- Resident who represents employers in the City of Port St. Lucie
- Resident who represents essential services personnel as defined in the housing assistance plan.

The charge to the Committee is to review established policies and procedures, ordinances, land development regulations and the adopted comprehensive plan of the City of Port St. Lucie and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The AHAC is required to review the incentive strategies and evaluate the implementation of affordable incentives triennially thereafter.

The City of Port St. Lucie created the Affordable Housing Advisory Committee (AHAC) by Ordinance 08-42 and appointed its Committee Members on June 9, 2008 by Resolution 08-45. The Committee reviewed all incentives and made recommendations at its meeting on February 23, 2009 and was subsequently disbanded. The Committee was reestablished by Resolution 11-R66 and reviewed the incentives that had been recommended in 2008. No further recommendations were made.

2015 Affordable Housing Incentive Committee

Background Information:

The City of Port St. Lucie's Affordable Housing Advisory Committee was adopted by Ordinance 15-R80 on September 14, 2015. Appointees to this Committee were made by Resolution No. 08-129 on June 17, 2008. The current Committee members include:

- David Cotton, For-profit provider of affordable housing
- John Groza, Residential home building industry in connection with affordable housing
- Eny Donnelly, Real estate professional in connection with affordable housing
- Jason Scott Crush, one additional member
- Melanie Barker, Resides within the City of Port St. Lucie
- Carlos Nanni, Represents employers in Port St. Lucie
- Verna Jackson, Banking or mortgage industry in connection with affordable housing
- Schonna Green, Not-for-profit provider of affordable housing
- Christopher McDonnell, Representative of those areas of labor actively engaged in home building in connection with affordable housing
- Louise Hubbard, Advocate for low-income persons in connection with affordable housing

The following positions were continually advertised but could not be filled:

- Actively serves on the local planning agency pursuant to s. 163.3174.
- Represents essential services personnel, which are further defined in the local housing assistance plan.

The Committee's meetings have been convened twice monthly since October 1, 2015. The meetings take place at the City Hall, City Port St. Lucie, located at 121 SW Port St. Lucie, FL 34984.

The Committee has been discussing the eleven required affordable housing issues ranging from expedited permitting to development of affordable housing near major transportation corridors and included affordable land use components in future land use amendments. The AHAC also discussed the housing element of the City's Comprehensive Plan and how it furthers affordable housing issues.

The Committee expressed concern about the increasing cost of purchasing and building homes within the City of Port St. Lucie and the limited dollars available to assist with affordable housing.

Public Hearing:

List the Public Hearing information; the date and time of the public hearing and a synopsis of public input. Include the names of those who spoke during the public hearing, if any.

The Public Meeting held before the Affordable Housing Advisory Committee was convened on November 15, 2015 at 9:00am at City Hall in Room 366.

The Report was presented to the City Council of the City of Port St. Lucie on T.B.D. at T.B.D. at a regular City Council meeting. The following is a summary of the Public comments received:

Name of Commenter

Comments

**DISCUSSION AND RECOMMENDATIONS
OF
AFFORDABLE HOUSING ADVISORY COMMITTEE
November 19, 2015**

The City of Port St. Lucie, as a recipient of SHIP funds, originally adopted an Affordable Housing Incentive Plan that set forth Affordable Housing Initiatives in 2008. The initiatives were reviewed again in 2012 in order to evaluate implementation of those incentives:

-
- 1) **Processing of approvals of development orders or permits, as defined in s. 163.3164, for affordable housing projects is expedited to a greater degree than other projects. (Per SHIP Rule 67-37.019 F.A.C., building permits, zoning permits, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land must be expedited to a greater degree than other projects by SHIP funding recipients.)**

- a) Provide a description of the procedures used to implement this strategy:

The City of Port St. Lucie has streamlined permitting processes in place for all projects. Developments of less than 50 dwelling units are required to be reviewed only by the Site Plan Review Committee and the City Council. A major development over 50 dwelling units is required to be reviewed by the Site Plan Review Committee and approved by the Planning and Zoning Board and the City Council. The Building Department has online forms and inspection procedures that make the process much faster and easier to track.

The City also follows a special expedited permitting process for affordable housing which was approved by Council and set out in the Comprehensive Plan as follows:

Any affordable housing project that experiences a delay of over three weeks in any phase of the permitting and/or planning process will be processed ahead of other projects waiting to be considered. Affordable housing projects are identified as those projects assisted with state or federal funds.

Both Planning and Zoning and Building staff were made aware by written and verbal communication with Department Heads and at the staff level of the importance of these procedures.

An Expedited Review Policy for Affordable Housing was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.1: The City shall continue to provide expedited permitting procedures for affordable housing projects developed with state and federal funds.

- b) The 2015 Committee discussed the current policy and made the following comments:

- The current policy allows for affordable housing applications to be given priority only when they experience a delay beyond three weeks. This requires the builder to follow-up with the permitting authority and have the application moved to a priority position. The expedited permitting incentive is based on a “time is money” concept that acknowledges that affordable housing projects produce less profit for contractors and developers. It also recognizes that there are deadlines attached to federal, state and local funding for affordable housing. Allowing affordable housing to be processed in the same manner as other projects does not provide an incentive to work with those types of projects.
- Community Services has, in the past, furnished a stamp for building permits, indicating that the application should be expedited. With online permitting, this stamp is no longer used. There is no way to determine whether or not an application involves affordable housing.

Recommendation: *The 2015 Committee recommended:*

- *The various departments that deal with development or permitting of affordable housing should consider providing a check box on the application that identifies the project as affordable housing (defined as involving federal, state or local affordable housing funds.) If the box is checked, then the project should have top priority through the entire permitting/approval process.*

2) **The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.**

- a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the Council modify impact-fee requirements, including the reduction or waiver of impact fees and alternative methods of fee payment for affordable housing. The Council approved deferring impact fees for eligible homeowner applicants under the City’s affordable housing guidelines (for SHIP) on single family owner occupied residential housing at their February 23, 2009 Council Meeting and requested staff to implement the program with an acceptable strategy, probably using a note and mortgage to secure the funds.

Staff worked with the Legal Department and various mortgage lenders and was not able to implement a program that would work for all parties. Community Services operated a Non-profit, For-profit Community Based Organization (CBO) program that assisted in paying some of the construction costs or impact fees as a grant. This program could not be continued based on the amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.

A Modification of Impact fee Requirements Policy was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.3: The City shall reduce, waive or support alternative methods of impact fee

payment for affordable housing.

b) The 2015 Committee discussed the current policy and made the following comments:

- In 2008 the City Council supported deferring impact fees for eligible homeowner applicants under the City's affordable housing guidelines (for SHIP) on single family owner occupied residential housing, but this incentive could not be implemented based on issues with the legal department and local lenders.
- Community Services indicated that they had implemented a strategy for paying some of the construction costs or impact fees as a grant under the SHIP program. This program could not be continued based on an insufficient amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.
- Although it is apparent that the impact fee update completed for Port St. Lucie in April of 2013 involved stakeholder meetings and input from staff from several departments, and that impact fees may have been reduced based on methodology and/or economic issues, the report itself does not make reference to affordable housing as a specific area of study or an ultimate cause of concern. There are no specific methodologies discussed that might be geared toward lessening the effect of impact fees on affordable housing.

Recommendation: The 2015 Committee recommended:

- *The City should continue to research alternative methods of impact fee reductions, waivers or other support for affordable housing.*
- *Council Members might consider amending the impact fee ordinances to require that the annual impact fee updates contain discussions of affordable housing and how any increase in the impact fee might affect housing affordability. Requirements for the quadrennial report could be amended to specifically address affordable housing methodologies and/or the potential of alternative methods of setting fees, such as:*
 - ✓ *Tiered impact fees based on square footage for residential impact fees;*
 - ✓ *Reduction of impact fees for in-fill housing or housing in different areas of the city, such as CRA, etc.*

3) **The allowance of flexibility in densities for affordable housing.**

a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the Council amend the Comprehensive Plan to add RM 8 and RM11 as compatible zoning districts to the RM (Medium Density Residential) land use category. The Council changed the recommendation from RM-8 and RM-11 to PUD. The motion does not require any action. The RM (Medium Density Residential) presently allows a residential Planned Unit Development (PUD) between 5 to 11 units per acre. The existing policy is as follows:

Densities are established by the property's future land use designation.

No additional action was recommended by the 2012 or 2015 AHAC.

4) **The reservation of infrastructure capacity for housing for very low income persons, low income persons and moderate income persons.**

- a) Provide a description of the procedures used to implement this strategy:

This strategy is covered under the existing Zoning Code. The Concurrency Management system establishes the procedures and regulatory framework for evaluating development orders to ensure that adequate public facilities and services needed to support development are available concurrent with the impacts of such development.

No action was recommended by the 2008, 2012 or 2015 AHAC.

5) **The allowance of affordable housing accessory residential units in residential zoning districts.**

- a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow accessory units.

No action was recommended by the 2008, 2012 or 2015 AHAC.

6) **The reduction of parking and setback requirements for affordable housing.**

- a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended a policy for reduction of parking and setback requirements for affordable housing. It was adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.4: The City shall establish guidelines that allow parking and setback reductions for affordable housing projects where it can be shown that such reduction will be compatible with the surrounding neighborhood and will not cause an adverse impact.

No additional action was recommended by the 2012 or 2015 AHAC.

7) **The allowance of flexible lot configuration, including zero-lot line configurations for affordable housing.**

- a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow for flexibility in lot configurations and setback requirements.)

No action was recommended by the 2008, 2012 or 2015 AHAC

8) **The modification of street requirements for affordable housing.**

- a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow for modifications to the street requirements provided the City Council finds the modification acceptable.)

No action was recommended by the 2008, 2012 or 2015 AHAC

9) **The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing. (Per SHIP Rule 67-37.019 F.A.C. funding recipients must have an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.)**

- a) Provide a description of the procedures used to implement this strategy:

The City has implemented an ongoing review of local policies, ordinances, regulations and plan provisions that increase the cost of housing. This review takes place prior to adoption of those policies, etc. and involves the following:

All regulations and policies being considered by the various departments within the city that may impact the cost of housing are forwarded to the Community Services Department and discussed with staff members at the Department Head level. Any proposed increase in building fees is also brought to the Treasure Coast Builders Association (TCBA) for review.

This Ongoing Review Process for Affordable Housing was discussed and accepted without change by the 2008 AHAC. The 9/10/12 update to the Comprehensive Plan was accepted by the 2012 AHAC as follows:

Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees.

- b) The 2015 Committee discussed the current policy and made the following comments:

- An update to the Comprehensive Plan was proposed by the 2008 AHAC as follows:

Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees. **In addition, policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments and presented to the Treasure Coast Builders Association.**

It is noted that the information included in **bold** above was not written into the Comprehensive Plan and there does not appear to be any written evidence indicating that these policies or any portion thereof are being implemented. It is also noted that increases in building fees are not the only issues that affect affordable housing and that TCBA may not be the only stakeholder interested or concerned with the impact of policies, ordinances, regulations, and plan provisions that increase the cost of housing.

Recommendation: The Committee recommended:

- ~~The information shown in bold above should be added to the Comprehensive Plan to complete the directive made by City Council as a follow up to the 2008 AHAC Report and to ensure that policies are reviewed in a uniform way before they are implemented~~ Policy 3.1.10.2. of the Comprehensive Plan should be amended to read as follows:
 - Policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments or Department Heads and presented to the stakeholders, such as Treasure Coast Builders Association, the Chamber of Commerce, and concerned citizens before they are adopted.
- The City Council might consider ~~requesting~~ requiring that all departments, as they adopt additional fees or revisions that increase fees, indicate in their reports and/or backup information that the potential increases were discussed with staff from the Community Development Departments and/or Department Heads and ~~TCBA~~ all concerned stakeholders and include information concerning those meetings and any comments or remarks about how the implementation or increases might affect affordable housing.

10) **The preparation of a printed inventory of locally owned public lands suitable for affordable housing.**

- a) Provide a description of the procedures used to implement this strategy:

Legislation passed in 2006 requires the city to inventory locally owned public lands and provides a process.) The City completed its initial review in June 2007 and reviews on a triennial basis. Two surplus lots were sold at a city auction on 8/1/12, and the proceeds were transferred to the SHIP Housing Trust Fund. An inventory for 2016 will be completed and submitted to City Council for review by July, 2016.

No action was recommended by the 2008, 2012 or 2015 AHAC

11) **The support of development near transportation hubs and major employment centers and mixed use developments**

- a) Provide a description of the procedures used to implement this strategy:

A policy to support development near transportation hubs and major employment centers and mixed use developments was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.5: The City shall encourage development of affordable housing and/or workforce housing near (within ½ mile of) a transportation hub, major employment center and/or mixed use development.

No additional action was recommended by the 2012 or 2015 AHAC.

12) **Affordable housing components in Comprehensive Plan.**

Requires affordable housing component in future land use amendments, etc.

- a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the City's Comprehensive Plan be amended to require all residential future land use amendments and Developments of Regional Impact include an affordable housing component. The Committee also recommended that the Comprehensive Plan be amended to include support for affordable housing by means of local condition.

Two separate policies were recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.6: The City may require future residential land use amendments to include an affordable housing component.

Policy 3.1.10.7: The City may establish a requirement that new residential or mixed use development provide either affordable housing or contribution to Affordable Housing Trust Fund.

No additional action was recommended by the 2012 or 2015 AHAC.

Resolution 15 –R80

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPOINTING AN AFFORDABLE HOUSING ADVISORY COMMITTEE FOR THE STATE HOUSING INITIATIVES PROGRAM ("SHIP"); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, allocating a portion of new and existing documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, sections 420.907-420.9079, Florida Statutes (2009), and Rule 67-37.005, Florida Administrative Code, requires local governments to develop a Local Housing Assistance Plan, effective for up to three years, which outlines how funds will be used to implement housing strategies, incentives, and activities to be undertaken pursuant to the Local Housing Assistance Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE FLORIDA:

Section 1: The following individuals be appointed as members of the Affordable Housing Committee for the State Housing Initiatives Program (SHIP):

John Groza
Residential Home Builder
Verna Jackson
Mortgage Banker
Christopher McDonnell
Representative of Labor Involved in Home Building
Louise Hubbard
Advocate for Low-Income Persons
David Cotton
For-profit Affordable Housing Provider
Schonna Green
Non-profit Affordable Housing Provider

Resolution 15 -R80

Eny Donnelly
Real Estate Professional
Daniel Kurek
Local Planning Agency Member
Melanie Barker
Local Citizen
Carlos Nanni
Representative of Employers
Diania Breakenridge
Representative of Essential Service Personnel

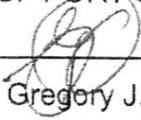
Section 2: The term of office shall be one (1) year. The term may be extended by an additional one (1) year term by a vote of the majority of the committee.

Section 3: This Resolution shall become effective immediately upon its adoption.

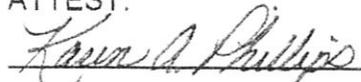
PASSED AND APPROVED BY THE City Council of the City of Port St. Lucie, Florida, this 14th day of September, 2015.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____


Gregory J. Oravec, Mayor

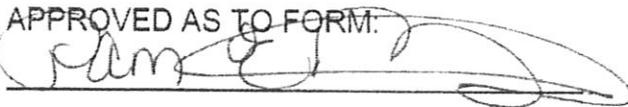
ATTEST:



Karen A. Phillips, City Clerk



APPROVED AS TO FORM: _____



Pam E. Booker, City Attorney

EXHIBIT A

The following individuals have applied for and are qualified to serve in the positions listed as follows:

AFFORDABLE HOUSING ADVISORY COMMITTEE		
APPLICANT	POSITION: One citizen who is	POSITION/EXPERTISE
John Groza*	actively engaged in the residential home building industry in connection with affordable housing	General Contractor building homes in PSL – Groza Builders, Inc
Verna Jackson	actively engaged in the bank or mortgage banking industry in connection with affordable housing	Community Lending Officer for Seacoast Bank
Christopher McDonnell	representative of those areas of labor actively engaged in home building in connection with affordable housing	General Contractor – Works with PSL on NSP, SHIP and CDBG Repair/rehab
Louise Hubbard*	actively engaged as an advocate for low-income persons in connection with affordable housing	Executive Dir. Treasure Coast Homeless Services Council
David Cotton	actively engaged as a for-profit provider of affordable housing	General Contractor – Works with PSL on NSP, SHIP and CDBG Repair/rehab
Schonna Green*	actively engaged as a not-for-profit provider of affordable housing	Executive Dir. of M.I.S.S. – facilitated construction of Sammy's Landing in PSL
Eny Donnelly	actively engaged as a real estate professional in connection with affordable housing	Licensed Real Estate Agent in PSL
Daniel Kurek	actively serves on the local planning agency pursuant to s. 163.3174.	Actively serves on the Planning and Zoning Board
Melanie Barker*	resides within the jurisdiction of the local governing body making the appointments	Lives in PSL and works as Attorney with Florida Rural Legal Services
Carlos Nanni	represents employers within the jurisdiction	Employs 19 real estate agents at Florida Sun & Surf Realty Group, LLC
Diania Breakenridge	represents essential services personnel, which are further defined in the local housing assistance plan	Member of essential services personnel – works for SL County School District – alternate P & Z Board Member

*indicates applicants who served on the prior Affordable Housing Advisory Committee and have indicated that their previous applications are unchanged.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B 12A
Meeting Date: 12/7/15 12/14/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

FROM: Patricia J. Selmer, Community Services *PJS*

Agenda Item: Motion: Submission and Approval of Affordable Housing Advisory Committee Report

Submittal Date: 11/20/2015

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's Vision 2028 which offers stable neighborhoods with quality housing choices

BACKGROUND: An Affordable Housing Advisory Committee (AHAC) is required to be appointed by the governing board of each local jurisdiction receiving State Housing Initiatives Partnership (SHIP) funding pursuant to Section 420.9076. The purpose of the AHAC is to provide recommendations for strategies to reduce regulatory barriers to developing affordable housing in the community. The statute requires that the recommendations be presented to the local governing body, which must amend the Local Housing Assistance Plan (LHAP) to incorporate Local Housing Incentive Strategies. These strategies must be adopted within one year of adopting the LHAP. Every three years, the jurisdiction's AHAC must review the housing incentive strategies in the Local Housing Assistance Plan to ensure that those strategies are being implemented and to recommend, if necessary, any additional incentives that may prove to be beneficial to affordable housing.

The City's AHAC was created by Ordinance 08-42 and the original committee members were appointed in Resolution 08-45. The Committee reviewed all incentives, made recommendations at its meeting on February 23, 2009, and was subsequently disbanded. The committee was reestablished by Resolution 11-R66, reviewed the incentives that had been recommended in 2008, without change, and disbanded. The current committee was reestablished in Resolution 15-R80, copy attached.

ANALYSIS: The 2015 AHAC's meetings have been convened twice monthly since October 1, 2015. The committee has been discussing the eleven required affordable housing initiatives listed in the attached report and ranging from expedited permitting to development of affordable housing near major transportation corridors. They also included discussion of affordable land use components in future land use amendments as part of the review of affordable housing incentives listed in the City's Comprehensive Plan. A copy of the Affordable Housing Advisory Report is attached. The AHAC recommended no change to incentives listed on the report as numbers 3 through 8 and 10 through 12. Recommendations for changes to incentive strategies listed as numbers 1, 2 and 9 and the reasons for those changes are provided separately on Exhibit A attached.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Motion to accept the recommendations in the 2015 Affordable Housing Advisory Committee Report

SPECIAL CONSIDERATION: This report is required to be submitted for review by City Council before the end of the calendar year.

PRESENTATION INFORMATION: None

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Exhibit A, Affordable Housing Advisory Committee Report and Resolution 15-R80.

RECEIVED

NOV 23 2015

City Manager's Office

EXHIBIT A

Incentive 1: Processing of approvals of development orders or permits, as defined in s. 163.3164, for affordable housing projects is expedited to a greater degree than other projects.

Discussion:

- The current policy allows for affordable housing applications to be given priority only when they experience a delay beyond three weeks. This requires the builder to follow-up with the permitting authority and have the application moved to a priority position. The expedited permitting incentive is based on a “time is money” concept that acknowledges that affordable housing projects produce less profit for contractors and developers. It also recognizes that there are deadlines attached to federal, state and local funding for affordable housing. Allowing affordable housing to be processed in the same manner as other projects does not provide an incentive to work with those types of projects.
- Community Services has, in the past, furnished a stamp for building permits, indicating that the application should be expedited. With online permitting, this stamp is no longer used. There is no way to determine whether or not an application involves affordable housing.

Recommendation: The 2015 Committee recommended:

- The various departments that deal with development or permitting of affordable housing should consider providing a check box on the application that identifies the project as affordable housing (defined as involving federal, state or local affordable housing funds.) If the box is checked, then the project should have top priority through the entire permitting/approval process.

Incentive 2: The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Discussion:

- In 2008 the City Council supported deferring impact fees for eligible homeowner applicants under the City’s affordable housing guidelines (for SHIP) on single family owner occupied residential housing, but this incentive could not be implemented based on issues with the legal department and local lenders.
- Community Services indicated that they had implemented a strategy for paying some of the construction costs or impact fees as a grant under the SHIP program. This program could not be continued based on an insufficient amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.
- Although it is apparent that the impact fee update completed for Port St. Lucie in April of 2013 involved stakeholder meetings and input from staff from several departments, and that impact fees may have been reduced based on methodology and/or economic issues, the report itself does not make reference to affordable housing as a specific area

of study or an ultimate cause of concern. There are no specific methodologies discussed that might be geared toward lessening the effect of impact fees on affordable housing.

Recommendation: The 2015 Committee recommended:

- The City should continue to research alternative methods of impact fee reductions, waivers or other support for affordable housing.
- Council Members might consider amending the impact fee ordinances to require that the annual impact fee updates contain discussions of affordable housing and how any increase in the impact fee might affect housing affordability. Requirements for the quadrennial report could be amended to specifically address affordable housing methodologies and/or the potential of alternative methods of setting fees, such as:
 - ✓ Tiered impact fees based on square footage for residential impact fees;
 - ✓ Reduction of impact fees for in-fill housing or housing in different areas of the city, such as CRA, etc.

Incentive 9: The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Discussion:

- An update to the Comprehensive Plan was proposed by the 2008 AHAC as follows:

Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees. **In addition, policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments and presented to the Treasure Coast Builders Association.**

It is noted that the information included in bold above was not written into the Comprehensive Plan and there does not appear to be any written evidence indicating that these policies or any portion thereof are being implemented.

Recommendation: The Committee recommended:

- The information shown in **bold** above should be added to the Comprehensive Plan to complete the directive made by City Council as a follow-up to the 2008 AHAC Report and to ensure that policies are reviewed in a uniform way before they are implemented.
- The City Council might consider requesting that all departments, as they adopt additional fees or revisions that increase fees, indicate in their reports and/or backup information that the potential increases were discussed with staff from the Community Development Departments and/or Department Heads and TCBA and include any comments or remarks about how the implementation or increases might affect affordable housing.



City of Port St. Lucie

AFFORDABLE HOUSING ADVISORY COMMITTEE REPORT

Date: November 15, 2015

**Prepared for:
The Florida Housing Finance Corporation**

**Prepared by:
City of Port St. Lucie
121 SW Port St. Lucie
Port St. Lucie, FL 34984**

INTRODUCTION

The legislation that created the Affordable Housing Advisory Committee (AHAC) in 1990, was designed to develop the Local Housing Incentive Plans for local governments. This legislation was passed as a result of the concerns raised by Florida homebuilders that the SHIP funds were being provided to local governments to support the accessibility and affordability of housing, yet local governments were also some of the largest contributors to rising housing costs due to developmental and administrative fees. The AHAC was initially instituted as a one-time committee, with the intent of addressing these concerns and developing incentives to maintain the accessibility and affordability of housing.

In 2007, the Florida Legislature passed HB 1375, mandating that the Florida Housing Finance Corporation (FHFC) require each local municipality and county receiving State Housing Initiatives Partnership (SHIP) funds to reestablish an Affordable Housing Advisory Committee (AHAC). The AHAC is required by Florida State Statute 420.9072(2)(b)4 and the FHFC is the State Agency responsible for the SHIP Program. The City of Port St. Lucie, as a recipient of SHIP funds, is required to comply with this requirement for the reestablishment of the AHAC. An original AHAC was established in 1993 but later dissolved.

The SHIP Program was created as a result of the William E. Sadowski Affordable Housing Act passed by the Florida Legislature in 1992. This legislation authorized the allocation of tax revenues under Chapter 201, Florida Statutes, and allocates such funds to counties and eligible municipalities for use in affordable housing programs.

The duties and makeup of this Affordable Housing Advisory Committee are outlined in Section 420.9076(2) of the Florida Statutes and requires the City to appoint persons to serve from the following disciplines:

- Resident who is actively engaged in the residential homebuilding industry in connection with affordable housing
- Resident who is actively engaged in the banking or mortgage banking industry in connection with affordable housing
- Resident who is a representative of those areas of labor engaged in home building in connection with affordable housing
- Resident who is designated as an advocate for low income persons in connection with affordable housing
- Resident who is actively engaged as a for profit provider of affordable housing
- Resident who is actively engaged as a real estate professional in connection with affordable housing
- Resident who is actively engaged as a not-for-profit provider of affordable housing
- Representative who actively serves on the Local Planning Agency
- Resident that is a concerned citizen for affordable housing
- Resident who represents employers in the City of Port St. Lucie
- Resident who represents essential services personnel as defined in the housing assistance plan.

The charge to the Committee is to review established policies and procedures, ordinances, land development regulations and the adopted comprehensive plan of the City of Port St. Lucie and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The AHAC is required to review the incentive strategies and evaluate the implementation of affordable incentives triennially thereafter.

The City of Port St. Lucie created the Affordable Housing Advisory Committee (AHAC) by Ordinance 08-42 and appointed its Committee Members on June 9, 2008 by Resolution 08-45. The Committee reviewed all incentives and made recommendations at its meeting on February 23, 2009 and was subsequently disbanded. The Committee was reestablished by Resolution 11-R66 and reviewed the incentives that had been recommended in 2008. No further recommendations were made.

2015 Affordable Housing Incentive Committee

Background Information:

The City of Port St. Lucie's Affordable Housing Advisory Committee was adopted by Ordinance 15-R80 on September 14, 2015. Appointees to this Committee were made by Resolution No. 08-129 on June 17, 2008. The current Committee members include:

- David Cotton, For-profit provider of affordable housing
- John Groza, Residential home building industry in connection with affordable housing
- Eny Donnelly, Real estate professional in connection with affordable housing
- Jason Scott Crush, one additional member
- Melanie Barker, Resides within the City of Port St. Lucie
- Carlos Nanni, Represents employers in Port St. Lucie
- Verna Jackson, Banking or mortgage industry in connection with affordable housing
- Schonna Green, Not-for-profit provider of affordable housing
- Christopher McDonnell, Representative of those areas of labor actively engaged in home building in connection with affordable housing
- Louise Hubbard, Advocate for low-income persons in connection with affordable housing

The following positions were continually advertised but could not be filled:

- Actively serves on the local planning agency pursuant to s. 163.3174.
- Represents essential services personnel, which are further defined in the local housing assistance plan.

The Committee's meetings have been convened twice monthly since October 1, 2015. The meetings take place at the City Hall, City Port St. Lucie, located at 121 SW Port St. Lucie, FL 34984.

The Committee has been discussing the eleven required affordable housing issues ranging from expedited permitting to development of affordable housing near major transportation corridors and included affordable land use components in future land use amendments. The AHAC also discussed the housing element of the City's Comprehensive Plan and how it furthers affordable housing issues.

The Committee expressed concern about the increasing cost of purchasing and building homes within the City of Port St. Lucie and the limited dollars available to assist with affordable housing.

Public Hearing:

List the Public Hearing information; the date and time of the public hearing and a synopsis of public input. Include the names of those who spoke during the public hearing, if any.

The Public Meeting held before the Affordable Housing Advisory Committee was convened on November 15, 2015 at 9:00am at City Hall in Room 366.

The Report was presented to the City Council of the City of Port St. Lucie on T.B.D. at T.B.D. at a regular City Council meeting. The following is a summary of the Public comments received:

Name of Commenter

Comments

**DISCUSSION AND RECOMMENDATIONS
OF
AFFORDABLE HOUSING ADVISORY COMMITTEE**
November 19, 2015

The City of Port St. Lucie, as a recipient of SHIP funds, originally adopted an Affordable Housing Incentive Plan that set forth Affordable Housing Initiatives in 2008. The initiatives were reviewed again in 2012 in order to evaluate implementation of those incentives:

1) **Processing of approvals of development orders or permits, as defined in s. 163.3164, for affordable housing projects is expedited to a greater degree than other projects.**

a) Provide a description of the procedures used to implement this strategy:

The City of Port St. Lucie has streamlined permitting processes in place for all projects. Developments of less than 50 dwelling units are required to be reviewed only by the Site Plan Review Committee and the City Council. A major development over 50 dwelling units is required to be reviewed by the Site Plan Review Committee and approved by the Planning and Zoning Board and the City Council. The Building Department has online forms and inspection procedures that make the process much faster and easier to track.

The City also follows a special expedited permitting process for affordable housing which was approved by Council and set out in the Comprehensive Plan as follows:

Any affordable housing project that experiences a delay of over three weeks in any phase of the permitting and/or planning process will be processed ahead of other projects waiting to be considered. Affordable housing projects are identified as those projects assisted with state or federal funds.

Both Planning and Zoning and Building staff were made aware by written and verbal communication with Department Heads and at the staff level of the importance of these procedures.

An Expedited Review Policy for Affordable Housing was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.1: The City shall continue to provide expedited permitting procedures for affordable housing projects developed with state and federal funds.

b) The 2015 Committee discussed the current policy and made the following comments:

- The current policy allows for affordable housing applications to be given priority only when they experience a delay beyond three weeks. This requires the builder to follow-up with the permitting authority and have the application moved to a priority position.

The expedited permitting incentive is based on a “time is money” concept that acknowledges that affordable housing projects produce less profit for contractors and developers. It also recognizes that there are deadlines attached to federal, state and local funding for affordable housing. Allowing affordable housing to be processed in the same manner as other projects does not provide an incentive to work with those types of projects.

- Community Services has, in the past, furnished a stamp for building permits, indicating that the application should be expedited. With online permitting, this stamp is no longer used. There is no way to determine whether or not an application involves affordable housing.

Recommendation: The 2015 Committee recommended:

- The various departments that deal with development or permitting of affordable housing should consider providing a check box on the application that identifies the project as affordable housing (defined as involving federal, state or local affordable housing funds.) If the box is checked, then the project should have top priority through the entire permitting/approval process.

2) The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

- a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the Council modify impact-fee requirements, including the reduction or waiver of impact fees and alternative methods of fee payment for affordable housing. The Council approved deferring impact fees for eligible homeowner applicants under the City’s affordable housing guidelines (for SHIP) on single family owner occupied residential housing at their February 23, 2009 Council Meeting and requested staff to implement the program with an acceptable strategy, probably using a note and mortgage to secure the funds.

Staff worked with the Legal Department and various mortgage lenders and was not able to implement a program that would work for all parties. Community Services operated a Non-profit, For-profit Community Based Organization (CBO) program that assisted in paying some of the construction costs or impact fees as a grant. This program could not be continued based on the amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.

A Modification of Impact fee Requirements Policy was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.3: The City shall reduce, waive or support alternative methods of impact fee payment for affordable housing.

- b) The 2015 Committee discussed the current policy and made the following comments:

- In 2008 the City Council supported deferring impact fees for eligible homeowner applicants under the City’s affordable housing guidelines (for SHIP) on single family owner occupied residential housing, but this incentive could not be implemented based on issues with the legal department and local lenders.
- Community Services indicated that they had implemented a strategy for paying some of the construction costs or impact fees as a grant under the SHIP program. This program could not be continued based on an insufficient amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.
- Although it is apparent that the impact fee update completed for Port St. Lucie in April of 2013 involved stakeholder meetings and input from staff from several departments, and that impact fees may have been reduced based on methodology and/or economic issues, the report itself does not make reference to affordable housing as a specific area of study or an ultimate cause of concern. There are no specific methodologies discussed that might be geared toward lessening the effect of impact fees on affordable housing.

Recommendation: The 2015 Committee recommended:

- The City should continue to research alternative methods of impact fee reductions, waivers or other support for affordable housing.
- Council Members might consider amending the impact fee ordinances to require that the annual impact fee updates contain discussions of affordable housing and how any increase in the impact fee might affect housing affordability. Requirements for the quadrennial report could be amended to specifically address affordable housing methodologies and/or the potential of alternative methods of setting fees, such as:
 - ✓ Tiered impact fees based on square footage for residential impact fees;
 - ✓ Reduction of impact fees for in-fill housing or housing in different areas of the city, such as CRA, etc.

3) The allowance of flexibility in densities for affordable housing.

- a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the Council amend the Comprehensive Plan to add RM 8 and RM11 as compatible zoning districts to the RM (Medium Density Residential) land use category. The Council changed the recommendation from RM-8 and RM-11 to PUD. The motion does not require any action. The RM (Medium Density Residential) presently allows a residential Planned Unit Development (PUD) between 5 to 11 units per acre. The existing policy is as follows:

Densities are established by the property’s future land use designation.

No additional action was recommended by the 2012 or 2015 AHAC.

4) **The reservation of infrastructure capacity for housing for very low income persons, low income persons and moderate income persons.**

- a) Provide a description of the procedures used to implement this strategy:

This strategy is covered under the existing Zoning Code. The Concurrency Management system establishes the procedures and regulatory framework for evaluating development orders to ensure that adequate public facilities and services needed to support development are available concurrent with the impacts of such development.

No action was recommended by the 2008, 2012 or 2015 AHAC.

5) **The allowance of affordable housing accessory residential units in residential zoning districts.**

- a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow accessory units.

No action was recommended by the 2008, 2012 or 2015 AHAC.

6) **The reduction of parking and setback requirements for affordable housing.**

- a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended a policy for reduction of parking and setback requirements for affordable housing. It was adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.4: The City shall establish guidelines that allow parking and setback reductions for affordable housing projects where it can be shown that such reduction will be compatible with the surrounding neighborhood and will not cause an adverse impact.

No additional action was recommended by the 2012 or 2015 AHAC.

7) **The allowance of flexible lot configuration, including zero-lot line configurations for affordable housing.**

- a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow for flexibility in lot configurations and setback requirements.)

No action was recommended by the 2008, 2012 or 2015 AHAC

8) **The modification of street requirements for affordable housing.**

- a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow for modifications to the street requirements provided the City Council finds the modification acceptable.)

No action was recommended by the 2008, 2012 or 2015 AHAC

9) **The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.**

- a) Provide a description of the procedures used to implement this strategy:

The City has implemented an ongoing review of local policies, ordinances, regulations and plan provisions that increase the cost of housing. This review takes place prior to adoption of those policies, etc. and involves the following:

All regulations and policies being considered by the various departments within the city that may impact the cost of housing are forwarded to the Community Services Department and discussed with staff members at the Department Head level. Any proposed increase in building fees is also brought to the Treasure Coast Builders Association (TCBA) for review.

This Ongoing Review Process for Affordable Housing was discussed and accepted without change by the 2008 AHAC. The 9/10/12 update to the Comprehensive Plan was accepted by the 2012 AHAC as follows:

Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees.

- b) The 2015 Committee discussed the current policy and made the following comments:

- An update to the Comprehensive Plan was proposed by the 2008 AHAC as follows:

Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees. **In addition, policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments and presented to the Treasure Coast Builders Association.**

It is noted that the information included in **bold** above was not written into the Comprehensive Plan and there does not appear to be any written evidence indicating that these policies or any portion thereof are being implemented.

Recommendation: The Committee recommended:

- The information shown in **bold** above should be added to the Comprehensive Plan to complete the directive made by City Council as a follow-up to the 2008 AHAC Report and to ensure that policies are reviewed in a uniform way before they are implemented.
- The City Council might consider requesting that all departments, as they adopt additional fees or revisions that increase fees, indicate in their reports and/or backup information that the potential increases were discussed with staff from the Community Development Departments and/or Department Heads and TCBA and include any comments or remarks about how the implementation or increases might affect affordable housing.

10) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

- a) Provide a description of the procedures used to implement this strategy:

Legislation passed in 2006 requires the city to inventory locally owned public lands and provides a process.) The City completed its initial review in June 2007 and reviews on a triennial basis. Two surplus lots were sold at a city auction on 8/1/12, and the proceeds were transferred to the SHIP Housing Trust Fund. An inventory for 2016 will be completed and submitted to City Council for review by July, 2016.

No action was recommended by the 2008, 2012 or 2015 AHAC

11) The support of development near transportation hubs and major employment centers and mixed use developments

- a) Provide a description of the procedures used to implement this strategy:

A policy to support development near transportation hubs and major employment centers and mixed use developments was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.5: The City shall encourage development of affordable housing and/or workforce housing near (within ½ mile of) a transportation hub, major employment center and/or mixed use development.

No additional action was recommended by the 2012 or 2015 AHAC.

12) Affordable housing components in Comprehensive Plan.

Requires affordable housing component in future land use amendments, etc.

a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the City's Comprehensive Plan be amended to require all residential future land use amendments and Developments of Regional Impact include an affordable housing component. The Committee also recommended that the Comprehensive Plan be amended to include support for affordable housing by means of local condition.

Two separate policies were recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.6: The City may require future residential land use amendments to include an affordable housing component.

Policy 3.1.10.7: The City may establish a requirement that new residential or mixed use development provide either affordable housing or contribution to Affordable Housing Trust Fund.

No additional action was recommended by the 2012 or 2015 AHAC.

Resolution 15 –R80

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPOINTING AN AFFORDABLE HOUSING ADVISORY COMMITTEE FOR THE STATE HOUSING INITIATIVES PROGRAM (“SHIP”); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, allocating a portion of new and existing documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, sections 420.907-420.9079, Florida Statutes (2009), and Rule 67-37.005, Florida Administrative Code, requires local governments to develop a Local Housing Assistance Plan, effective for up to three years, which outlines how funds will be used to implement housing strategies, incentives, and activities to be undertaken pursuant to the Local Housing Assistance Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE FLORIDA:

Section 1: The following individuals be appointed as members of the Affordable Housing Committee for the State Housing Initiatives Program (SHIP):

John Groza
Residential Home Builder
Verna Jackson
Mortgage Banker
Christopher McDonnell
Representative of Labor Involved in Home Building
Louise Hubbard
Advocate for Low-Income Persons
David Cotton
For-profit Affordable Housing Provider
Schonna Green
Non-profit Affordable Housing Provider

Resolution 15 –R80

Eny Donnelly
Real Estate Professional
Daniel Kurek
Local Planning Agency Member
Melanie Barker
Local Citizen
Carlos Nanni
Representative of Employers
Diania Breakenridge
Representative of Essential Service Personnel

Section 2: The term of office shall be one (1) year. The term may be extended by an additional one (1) year term by a vote of the majority of the committee.

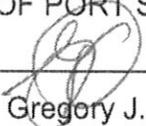
Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE City Council of the City of Port St. Lucie, Florida, this 14th day of September, 2015.

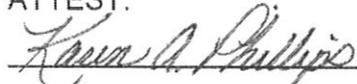
CITY COUNCIL

CITY OF PORT ST. LUCIE

BY: _____

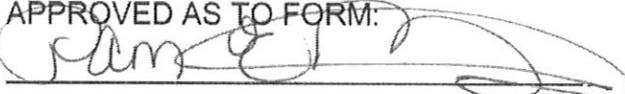

Gregory J. Oravec, Mayor

ATTEST:


Karen A. Phillips, City Clerk



APPROVED AS TO FORM: _____


Pam E. Booker, City Attorney



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A

Meeting Date: 12/14/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

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

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

Agenda Item: Motion: Minor Site Plan Application – Cumberland Farms
P15-177

Submittal Date: 12/3/2015

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

BACKGROUND: The proposed use is an automobile fuel service station with a 4,996 square foot one story retail convenience store. A special exception use application to allow an automobile fuel service station and a retail convenience store per Section 158.124(C)(11 and 12) of the Zoning Code is scheduled for review by the City Council on December 14, 2015.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the site plan at their November 12, 2015 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: The property is located along the west side of Port St. Lucie Boulevard between SW Bianca Avenue and SW Alexandria Avenue.

ATTACHMENTS: Staff report, maps, application, site plan, and building elevations.

PT/kh

RECEIVED

DEC 03 2015

CITY MANAGER'S OFFICE



City of Port St. Lucie

Planning and Zoning Department

A City for All Ages

TO: CITY COUNCIL - MEETING OF DECEMBER 14, 2015

FROM: KATHERINE H. HUNTRESS, PLANNER *KHA*

RE: CUMBERLAND FARMS
MINOR SITE PLAN APPLICATION
PROJECT NO. P15-177

DATE: NOVEMBER 18, 2015

APPLICANT: Thomas Engineering Group

OWNER: James J. McGlone, Jr.

LOCATION: The property is located along the west side of Port St. Lucie Boulevard between SW Bianca Avenue and SW Alexandria Avenue.

LEGAL DESCRIPTION: The property is legally described as Lots 1 - 8, a portion of Lots 9 & 10, Block 1482, Section 16 and Lots 65 - 67, Block 1440, Section 15.

SIZE: 2.17 acres

FUTURE LAND USE: CG (General Commercial)

EXISTING ZONING: CG (General Commercial)

EXISTING USE: Vacant land

SURROUNDING USES: North = P (Professional) zoning, existing vacant land. South = ROI (Residential/Office/Institutional) Future Land Use and RS-2 (Single Family Residential) zoning, existing single family residences and vacant land. East = CG (General Commercial) zoning, existing commercial developments. West = RS-2 (Single Family Residential) zoning, existing single family residences.

PROPOSED PROJECT: The proposed use is an automobile fuel service station with a 4,996 square foot one story retail convenience store. A special exception use application to allow an automobile fuel service station and a retail convenience store per Section 158.124(C)(11 and 12) of the Zoning Code is scheduled for review by the City Council on December 14, 2015.

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

Sewer/Water Service: The City of Port St. Lucie Utilities provides water and sewer service to the site.

Transportation: The number of vehicle daily trips projected to be generated from the proposed project is 4,183 daily trips. The proposed project is projected to generate 252 p.m. peak hour trips. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. It is not expected to adversely affect the transportation level of service for the adjacent roads.

Parks/Open Space: This is not applicable.

Stormwater: The site plan is in compliance with the adopted level of service standard.

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

Public School Concurrency Analysis: This is not applicable.

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

Use: The proposed use of an automobile fuel service station with a 4,996 square foot one story retail convenience store is a special exception use in the CG zoning district. The application to allow an automobile fuel service station and a retail convenience store per Section 158.124(C)(11 and 12) of the Zoning Code is scheduled for review by the City Council on December 14, 2015.

Building Height: The proposed maximum height of the building is 33' 4" and the maximum height allowed in the CG zoning district is 35'.

Setbacks: The proposed setbacks shown on the north, south, east, and west sides of the site plan are in accordance with the required setbacks of the CG zoning district.

Parking: The building requires 25 parking spaces and 45 spaces are being provided.

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

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

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

Native Habitat/Tree Protection: The applicant provided a Tree Disposition Plan which indicates that the total mitigation debt for trees being removed on the site is 108 inches.

Wildlife Protection: A general site survey for listed plant and animal species likely to occur on a site shall be required for a site with known listed plant or animal species. A site survey for gopher tortoises shall be conducted on all upland properties. If gopher tortoises are identified on the property, then the property must also be surveyed for listed species associated with gopher tortoise burrows.

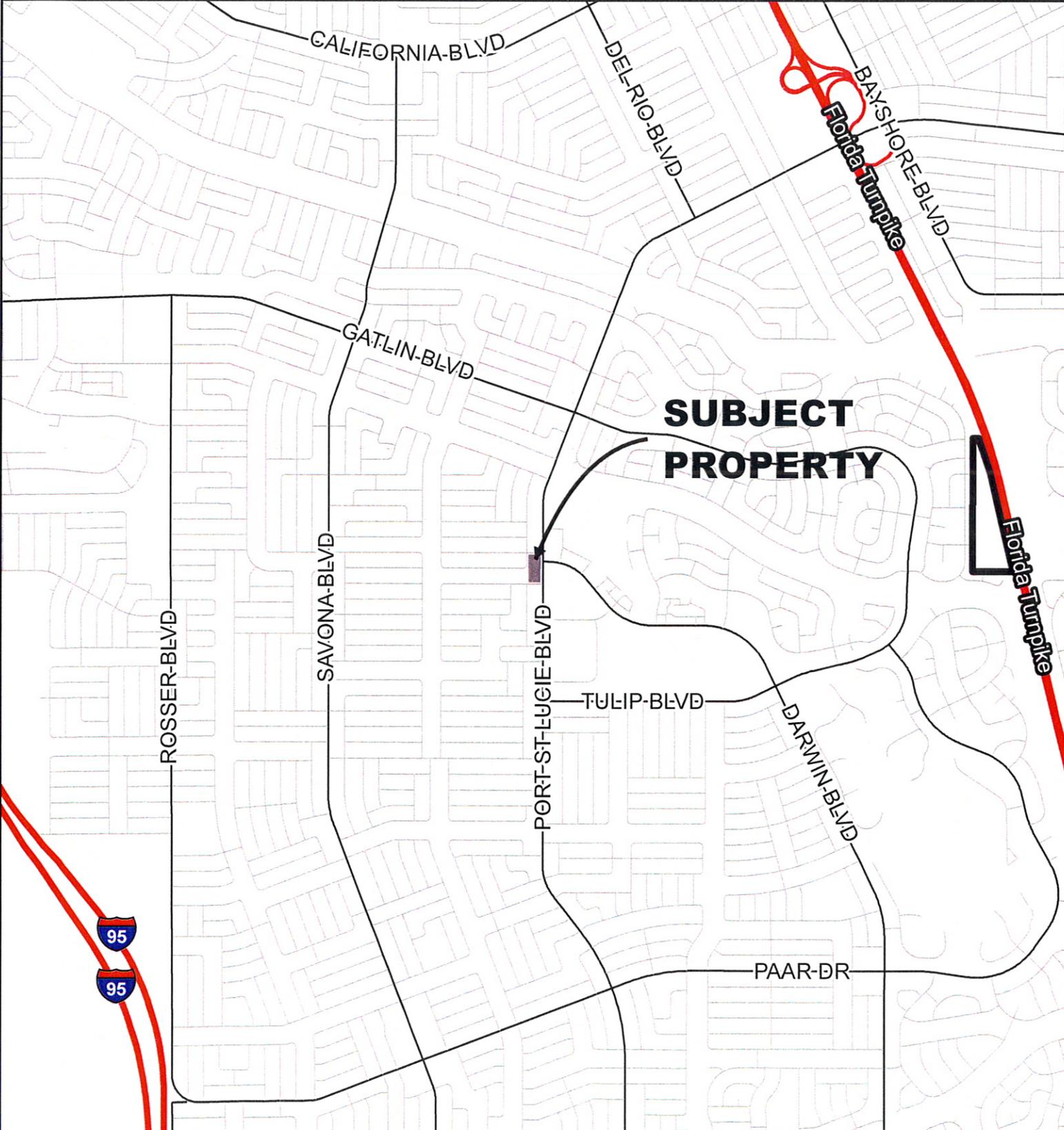
OTHER:

Fire District: The St. Lucie County Fire District reviewed the project for safety purposes.

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

STAFF RECOMMENDATION: The Site Plan Review Committee reviewed the request on November 12, 2015 and unanimously recommended approval.

GENERAL LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
CUMBERLAND FARMS @ DARWIN
S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67

DATE: 11/12/2015
APPLICATION NUMBER: P15-177
USER: patricias
SCALE: 1 in = 0.5 miles

AERIAL

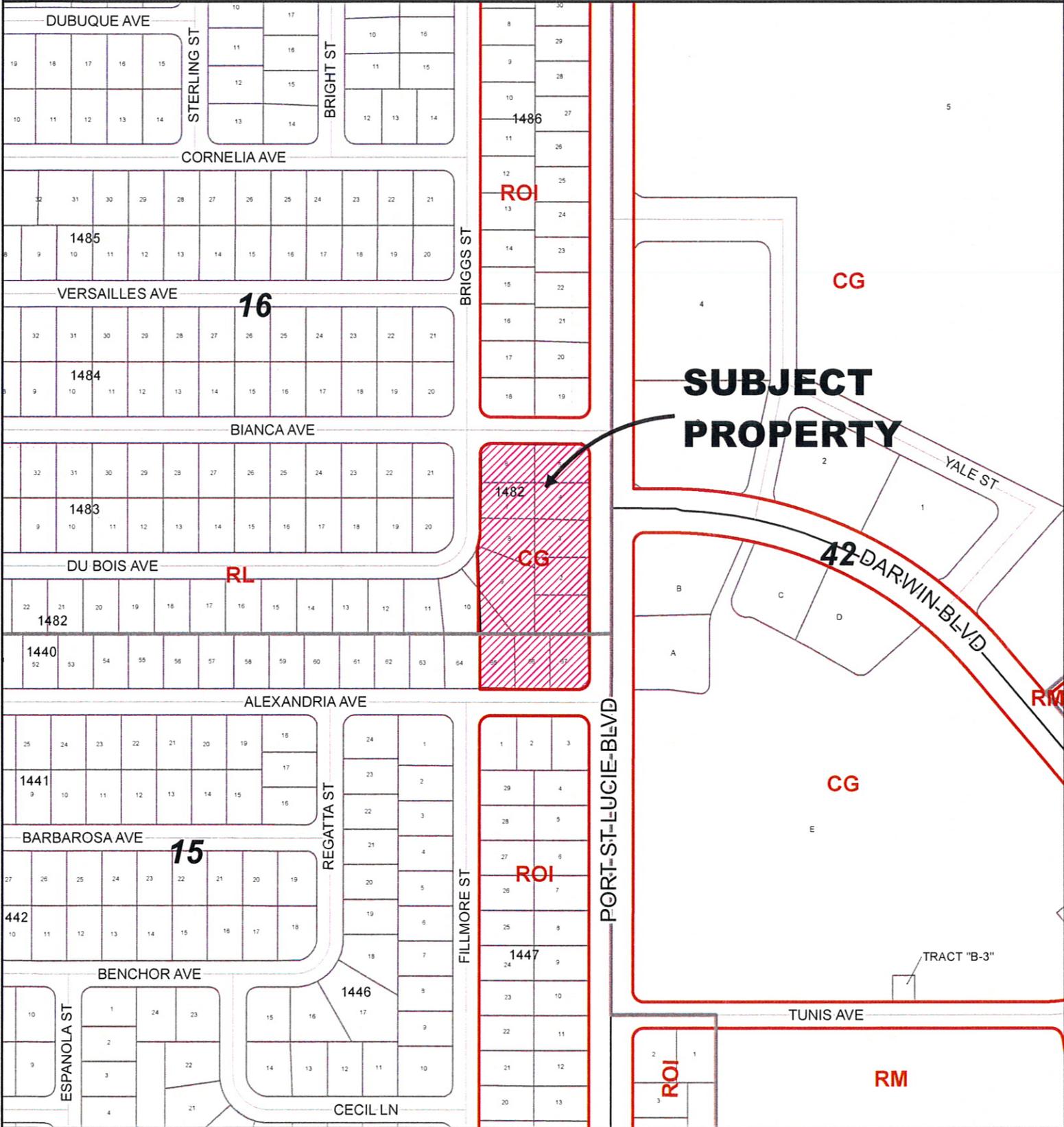


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
CUMBERLAND FARMS @ DARWIN
S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67
AERIAL DATE 2014

DATE: 11/12/2015
APPLICATION NUMBER: P15-177
USER: patricias
SCALE: 1 in = 150 ft

FUTURE LAND USE



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
CUMBERLAND FARMS @ DARWIN
S16, B1482, L1-8, p/o 9&10; S15, B1440, L65-67

DATE:	11/12/2015
APPLICATION NUMBER:	P15-177
USER:	patricias
SCALE:	1 in = 300 ft



THOMAS ENGINEERING GROUP
1000 CORPORATE DR., STE. 250
FORT LAUDERDALE, FL 33334
P: 954-202-7000
F: 954-202-7070

October 21, 2015

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984

RE: Site Plan Application – Cumberland Farms – Port St. Lucie Blvd. & Darwin Blvd.
Cover Letter

Cumberland Farms proposes to construct a 4,952 square foot convenience store with fueling pumps and canopy. The property is the southern portion Tract A of the newly platted lots. The site will have driveway connections along Port St. Lucie Boulevard, Alexandria Avenue, and Darwin Boulevard.

Please accept this application package as complete. Should there be any issues, please do not hesitate to contact me at 954-202-7000.

Sincerely,

Michael Troxell

THOMAS ENGINEERING GROUP, LLC

RECEIVED
OCT 21 2015
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P15-177
Fees (Nonrefundable) \$ _____ Arch.: \$ _____
Receipt #'s: _____

PRIMARY CONTACT EMAIL ADDRESS: mtroxell@thomaseg.com

PROJECT NAME: Cumberland Farms - Port St. Lucie Boulevard & Darwin Boulevard

RECEIVED

LEGAL DESCRIPTION: See attachment

OCT 21 2015

LOCATION OF PROJECT SITE: See attachment

PROPERTY TAX I.D. NUMBER: See attachment

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

STATEMENT DESCRIBING IN DETAIL Construction of a 4,952 Convenience Store with Fueling Positions

THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: Construction of a 4,952 Convenience Store with Fueling Positions, Canopy area, and associated infrastructure

GROSS SQ. FT. OF STRUCTURE (S): 4,952 square feet
NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: n/a

UTILITIES & SUPPLIER: Port St. Lucie Utility Systems Department

GROSS ACREAGE & SQ. FT. OF SITE: 2.17 AC / 94,648.2 SF **ESTIMATED NO. EMPLOYEES: 3

FUTURE LAND USE DESIGNATION: Commercial ZONING DISTRICT: CG-PSL

OWNER(S) OF PROPERTY: James J McGlone Jr
Name, Address, Telephone & Fax No.: 2582 SW Hinchman St, Port St Lucie, FL, 34984

APPLICANT OR AGENT OF OWNER: Michael Troxell
Name, Address, Telephone & Fax No.: Thomas Engineering Group
1000 Corporate Drive, Suite 250, Ft Lauderdale, FL, 33334

PROJECT ARCHITECT/ENGINEER: Michael Troxell
(Firm, Engineer Of Record,
Florida Registration No., Contact
Person, Address, Phone & Fax No.) Thomas Engineering Group
1000 Corporate Drive, Suite 250, Ft Lauderdale, FL, 33334
954-202-7000

- 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.

James J McGlone Jr
OWNER'S SIGNATURE

James J McGlone Jr
HAND PRINT NAME TITLE

Oct 21, 2015
DATE

LEGAL DESCRIPTION

BEING ALL OF LOTS 1 THRU 10, BLOCK 1482, ACCORDING TO THE PLAT OF PORT ST. LUCIE SECTION SIXTEEN, AS RECORDED IN PLAT BOOK 13, PAGE 7, AND BEING ALL OF LOTS 65 THRU 67, BLOCK 1440, ACCORDING TO THE PLAT OF PORT ST. LUCIE SECTION FIFTEEN, AS RECORDED IN PLAT BOOK 13, PAGE 6, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF DU BOIS AVENUE (A 60 FOOT RIGHT OF WAY) AND THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 01°49'37" EAST A DISTANCE OF 198.34 FEET TO THE NORTHEAST CORNER OF LOT 64, BLOCK 1440, ACCORDING TO THE PLAT OF PORT ST. LUCIE SECTION FIFTEEN, AS RECORDED IN PLAT BOOK 13, PAGE 6, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 81.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 06°48'59" WEST, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 126.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 10 AND THE SOUTH RIGHT OF WAY LINE OF DU BOIS STREET, BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 110.00 FEET, THE CHORD OF WHICH BEARS NORTH 51°21'10" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 122.22 FEET THROUGH A CENTRAL ANGLE OF 63°39'42" TO THE POINT OF BEGINNING.

ADDRESSES: 3174 SW PORT ST LUCIE BLVD

915 SW Alexandria AVE

900 SW Du Bois AVE

901 SW Alexandria AVE

929 SW Alexandria AVE

PROPERTY TAX ID: 3420-575-0076-000-9 / 3420-570-0070-000-2 / 3420-575-0085-000-5

3420-570-0071-000-9 / 3420-570-0069-000-2

This instrument prepared by:
The John Galt Title Company
9576 South Federal Highway
Port St. Lucie, Florida 34952
Courthouse Box Number 12 PSL

Return To:
JOHN GALT TITLE COMPANY
Court House Box 12 P.S.L.

WARRANTY DEED

This indenture, made this 25th day of April 1999, between David Lussier whose post office address is 158 Scanlic Rd., Hampden, MA 01036 grantor*, and James J. McGlone, Jr. whose post office is: 2582 SW Hinchman St. Port St. Lucie, FL 34984 grantee*.

0.00
17.50
0.00
* Doc Assump: \$
* Doc Tax : \$
* Int Tax : \$

Witnesseth: That said grantor, for and in consideration of the sum of TEN AND 00/100 ~~(\$10.00)~~ and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

Lot 1, Block 1482, Port St. Lucie Section Sixteen, a subdivision according to the plat or map thereof, as described in Plat Book 13, at Page 7, of the Public Records of St. Lucie County, Florida.

PARCEL IDENTIFICATION # 3420-575-0076-000/9

The grantor hereby warrants the title to said land to be free and clear of all grants, charges, taxes, judgments, mortgages, liens, restrictions, covenants, and other lawful claims of all persons whomsoever.

Subject to Easements, Restrictions and Reservations of record, if any, and taxes for 1999 and subsequent years. **Grantor* and *grantee* are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence.

WITNESSES:

Louisa Hogerty
Witness Name: LOUISA HOGERTY

David Lussier
David Lussier

Bonnie Askey
Witness Name: Bonnie Ann Askey

STATE OF Massachusetts
COUNTY OF Hampden

I hereby Certify that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared David Lussier, who is known to me or who has produced identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness: my hand and seal in the County and State aforesaid this 25th day of <month> April 1999.

Linnaya L. Humel
Notary Public

LINNAYA L. HUMEL
Notary Public
Comm. Expires Feb. 14, 2003



Return in enclosure with addressed stamped envelope) **LEI**
 Name Atlantic Coastal Title Corporation
 Address 2400 SE Midport Rd. #211
 Port St. Lucie, FL 34952
 This Instrument Prepared by: Sylvia R. Miller
 Name: Atlantic Coastal Title Corporation
 Address: 2400 SE Midport Rd. #211
 Port St. Lucie, FL 34952

Property Appraiser's Parcel Identification
 Folio Number(s): 3420-575-0077-000/6

* DOC ASSUMP: \$ 0.00
 * DOC Tax : \$ 70.00
 * Int Tax : \$ 0.00

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
 File Number: 1791984 OR BOOK 1286 PAGE 523
 Recorded: 03/16/00 10:18

SPACE ABOVE THIS LINE FOR PROCESSING DATA
This Warranty Deed, Made the 10th day of March, 2000, by
MUBADDA SUIDAN
 hereinafter called the Grantor, to **James J. McGlone, Jr., married**
 whose post office address is **2582 SW Hinchman St., Port St. Lucie, FL 34984**
 hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, 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, State of Florida, viz:

Lot 2, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

The grantor hereby warrants that the land described herein and conveyed hereby is not the residence of grantor nor any member of grantor's family dependent upon grantor for support; and that grantor's residence is elsewhere, and not contiguous to the lands conveyed hereby.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold, the same in fee simple forever.**

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 99
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:

Judy B. Skinner
 Witness Signature (as to first Grantor)
Judy B. Skinner
 Printed Name
William F. C. Skinner, Jr.
 Witness Signature (as to first Grantor)
WILLIAM F. C. SKINNER, JR.
 Printed Name
 Witness Signature (as to Co-Grantor, if any)
 Printed Name
 Witness Signature (as to Co-Grantor, if any)
 Printed Name

Mubadda Suidan
 Grantor Signature **I.S.**
 Printed Name
95 Blackland Rd., NW
 Post Office Address
Atlanta, GA 30342
 Co-Grantor Signature (if any) **I.S.**
 Printed Name
 Post Office Address

STATE OF GEORGIA
 COUNTY OF FULTON

Mubadda Suidan
 known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, 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 11th day of JANUARY, 2000 AD
William F. C. Skinner, Jr.
 Notary Signature
WILLIAM F. C. SKINNER, JR.
 Printed Name
 My Commission Expires May 16, 2000

COPY

* Doc Assump: \$ 0.00
* Doc Tax : \$ 280.00
* Int Tax : \$ 0.00

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

LEI

Sylvia R. Miller
Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952

ACTC File Number: 99037248
Parcel ID Number: 3420-575-0078-000/3

COPY
GENERAL WARRANTY DEED
This deed, made as of this 10th day of March, 2000, by Robert K. Luyendyk and Linda A. Luyendyk, his wife (as Grantor); and James J. McGlone, Jr., whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, Florida 34984-4913 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lots 3, 4 and 5, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1791985 DR BOOK 1286 PAGE 524
Recorded: 03/16/00 10:18

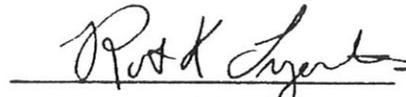
COPY

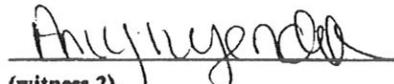
OR BOOK 1286 PAGE 525

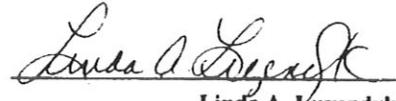
IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


(witness 1)


Robert K. Luyendyk


(witness 2)

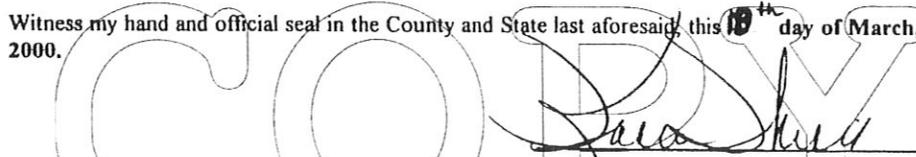

Linda A. Luyendyk

COPY

State of Florida
County of St. Lucie

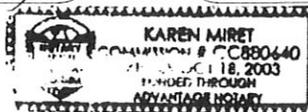
The foregoing instrument was acknowledged before me the date hereinafter given, by **Robert K. Luyendyk and Linda A. Luyendyk**; who was/were either personally known to me, or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 10th day of March, 2000.


Notary Public

Type of identification provided (Check One):

- Driver's License
- Passport
- Government (State or Federal) ID Card
- Resident Alien ID Card
- Other



COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1779701 OR BOOK 1275 PAGE 2684
Recorded: 01/27/00 11:28

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

PSL C.H. Box 10
Sylvia R. Miller

Atlantic Coastal Title Corporation	Doc Assump: \$	0.00
2400 S. E. Midport Road, Suite 201	Doc Tax : \$	52.50
Port St. Lucie, Florida 34952	Int Tax : \$	0.00

ACTC File Number: 99036116
Parcel ID Number: 3420-575-0081-000/7

COPY

GENERAL WARRANTY DEED

This deed, made as of this 21st day of January, 2000, by Ambrose E. Berton and Eileen M. Berton, his wife (as Grantor); to James J. McGlone, Sr., whose postoffice address is: 3305 Villanova Court, Beverly Hills, FL 34465 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 6, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

This Instrument Prepared by, and Return to:
James J. McGLone, Jr.
2582 SW Hinchman Street
Port St. Lucie, Florida 34984-4913
Property Appraisers Parcel Identification (Folio) Numbers:
3420-575-0081-000-7

Prepared by: LE1
Jeffrey E. Lehman
2199 Ponce de Leon Blvd #304
Conal Gables, FL

Quit Claim Deed

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS QUIT CLAIM DEED, made and executed the 33134 day of July, 2004 by
JAMES J. McGLONE, Sr.
whose post office address is: 3305 Villanova Court, Beverly Hills, Florida 34465-2268 herein called the grantor, to
JAMES J. McGLONE, Jr.
whose post office address is: 2582 sw Hinchman Street, Port St. Lucie, Florida 34984-4913 hereinafter called the
Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of One and No/100 (\$1.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, quitclaims unto the grantee all that certain land situate in St. Lucie County, State of Florida, viz:

Lot 6, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, recorded in the office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Plat Book 13, page^s 7;7A-7C, public records

Grantor herein states that the above described real property is not his homestead nor is subject property adjacent or contiguous to his homestead as he resides in Beverly Hills, Florida.

Subject to easement, restrictions, and reservations of record; zoning regulations, if any.

TO HAVE AND TO HOLD the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, for the use, benefit and profit of said Grantee forever.

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:

Judith B. Rowell
Witness #1 Signature

JUDITH B. ROWELL
Print name under signature

Patricia A. Passero
Witness #2 Signature

PATRICIA A. PASSERO
Print name under signature

James J. McGLone, Sr.
James J. McGLone, Sr.

STATE OF FLORIDA

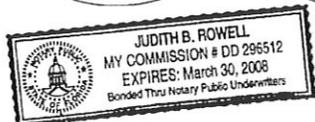
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 13 day of July, 2004, by **JAMES J. McGLONE, SR.**, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL

Judith B. Rowell
Notary Signature
JUDITH B. ROWELL
Printed Notary Name

My Commission Expires:



* * *
* Doc Assump: \$ 0.00
* Doc Tax : \$ 140.00
* Int Tax : \$ 0.00

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2445553 OR BOOK 2023 PAGE 2641
Recorded: 07/22/04 15:33

COPY

OR BOOK 1275 PAGE 2685

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:

Dorcass E. Yonker
Dorcass E. Yonker

Ambrose E. Berton

Ambrose E. Berton
1870 Wandle Drive
Coshocton, OH 43812-2943

B. Ann Baker
B. Ann Baker

Eileen M. Berton

Eileen M. Berton
1870 Wandle Drive
Coshocton, OH 43812-2943

State of OHIO
County of Coshocton

The foregoing instrument was acknowledged before me the date hereinafter given, by Ambrose E. Berton and Eileen M. Berton; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 2ND day of DECEMBER, 1999.

Type of identification provided (Check One):

- Driver's License
- Passport
- Government (State or Federal) ID Card
- Resident Alien ID Card
- Other

Dorcass E. Yonker
DORCASS E. YONKER Notary Public



DORCASS E. YONKER
Notary Public, State of Ohio
My Commission Expires
August 3, 2004

This Instrument Prepared by and Return to:

Monica L. Heimer	* DOC ASSUMP: \$	0.00
Community Land Title Corporation	* DOC Tax : \$	210.00
2400 S.E. Midport Road, Suite 214	* Int Tax : \$	0.00
Port St. Lucie, FL 34952		
0306556C		

Property Appraisers Parcel Identification (Folio) Numbers:
3420-575-0082-000/4

Return to Courthouse Box # 15
Community Land Title Corporation **Warranty Deed**

BAW 6.00 210.00 SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made and executed the 21st day of March, 2003 by Grazebrook Thomas, whose post office address is: 5331 S. Wabash Avenue, Chicago, IL 60615, herein called the grantor, to James J. McGlone, Jr., a married man whose post office address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984, hereinafter called the Grantee; (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in St. Lucie County, State of Florida, viz:

Lot 7, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7, 7A through 7C, of the Public Records of St. Lucie County, Florida.

Subject to easement, restrictions, and reservations of record and to taxes for the year 2003 and thereafter.

The land described herein is not the homestead property of the grantor(s), nor is it contiguous thereto; it is in fact vacant, unimproved land.

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 grantors are lawfully seized of said land in fee simple; that the grantors have good and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all parties whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

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:

Sharon Bennett
Witness #1 Signature

SHARON BENNETT
Printed Witness #1

Christopher W. Paschal
Witness #2 Signature

Christopher W. Paschal
Printed Witness #2

STATE OF ILLINOIS
COUNTY OF COOK

By: Grazebrook Thomas
Grazebrook Thomas
5331 S. Wabash Avenue, Chicago, IL 60615

The foregoing instrument was acknowledged before me this 10 day of March, 2003, by Grazebrook Thomas, who is personally known to me or who has produced DRIVERS LICENSE as identification and who did not take an oath.

SEAL
OFFICIAL SEAL
MARIA TRAVIS
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES: 07/2004

Maria Travis
Notary Signature
MARIA TRAVIS
Printed Notary Name
2/24/04
My Commission Expires:

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2176962 OR BOOK 1680 PAGE 234B
Recorded: 03/26/03 09:55

THOMAS HOLMANN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2313246 OR BOOK 1852 PAGE 2645
Recorded: 12/01/03 11:21

Public Courthouse Box # 15
Community Land Title Corporation
This Instrument Prepared by and Return to:
Charlene E. Schwartz
Community Land Title Corporation
2400 S.E. Midport Road, Suite 214
Port St. Lucie, FL 34952
0306604C
Property Appraisers Parcel Identification (Folio) Numbers:
3420-575-0083-000/1

Warranty Deed

\$6.00, \$980.30 SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made and executed the 25 day of November, 2003 by **Daniel E. Gedke and Betty A. Gedke, his wife**, whose post office address is: **3191 SW Briggs Street, Port St. Lucie, FL 34953**, herein called the grantor, to **James J. McGlone, Jr.**, whose post office address is **2582 SW Hinchman Street, Port St. Lucie, FL 34984-4913**, hereinafter called the Grantee: *** a married man**
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in St. Lucie County, State of Florida, viz:

Lots 8, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7, 7A through 7C, of the Public Records of St. Lucie County, Florida.

Subject to easement, restrictions, and reservations of record and to taxes for the year 2003 and thereafter.

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

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

AND, the grantor hereby covenants with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all parties whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

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:

Doc Tax : \$ 0.00
Int Tax : \$ 0.00

Charlene E. Schwartz
Witness #1 Signature

Charlene E. Schwartz
Printed Witness #1

By: [Signature]

Daniel E. Gedke
3191 SW Briggs Street, Port St. Lucie, FL 34953

Patricia F. Carnivale
Witness #2 Signature

PATRICIA F. CARNIVALE
Printed Witness #2

By: [Signature]

Betty A. Gedke
3191 SW Briggs Street, Port St. Lucie, FL 34953

STATE OF FLORIDA
COUNTY OF ST. LUCIE

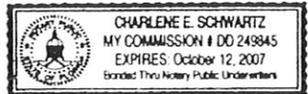
The foregoing instrument was acknowledged before me this 25 day of November, 2003, by **Daniel E. Gedke and Betty A. Gedke, his wife**, who has produced a drivers license as identification and who did not take an oath.

SEAL

Charlene E. Schwartz
Notary Signature

Printed Notary Name

My Commission Expires



COPY

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1751631 DR BOOK 1251 PAGE 0200
Recorded: 09-22-99 10:45 A.M.

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

PSL COURTHOUSE Box #10
Agnes A. Hillgardner
Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952

[L:\ACTCREPORT\99036134.WD1]
ACTC File Number: 99036134
Parcel ID Number: 3420-575-0084-000/8

0.00
24.50
0.00

* Doc Assump: \$
* Doc Tax : \$
* Int Tax : \$

COPY

GENERAL WARRANTY DEED

This deed, made as of this 2 day of September, 1999, by Andres G. Guevara and Martha L. DeGuevara, a/k/a Martha V. Lara, his wife (as Grantor); and James J. McGlone, Jr., whose postoffice address is: 2582 S.W. Hinchman Street, Port St. Lucie, FL 34984 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 9, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

COPY

OR BOOK 1251 PAGE 0201

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:

Elizabeth A. Maddux
Elizabeth A. Maddux

AGG

Andres G. Guevara
2466 Quiet Waters Loop
Ocoee, FL 34761

Alice M. Wouda
Alice M. Wouda

Martha L. DeGuevara
Martha L. DeGuevara
2466 Quiet Waters Loop
Ocoee, FL 34761

State of Florida
County of Orange

The foregoing instrument was acknowledged before me the date hereinafter given, by **Andres G. Guevara and Martha L. DeGuevara**; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 7 day of **September, 1999**.



Samuel Mojica
My Commission CC570635
Expires Sep. 08, 2000

Samuel Mojica

Notary Public
State of Florida at Large

Type of identification provided (Check One):

- Driver's License G-160-015-61-430-0 / G-160-558-59-745-0
- Passport
- Government (State or Federal) ID Card
- Resident Alien ID Card
- Other

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1878388 OR BOOK 1359 PAGE 2121
Recorded: 01/30/01 14:08

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

**Leonard L. Spangler, Jr.
Atlantic Coastal Title Corporation
3850 20th Street, Suite 6
Vero Beach, Florida 32960**

ACTC File Number: 20038981
Parcel ID Number: 3420-575-0085-000/5

COPY
GENERAL WARRANTY DEED

This deed, made as of this 21st day of October, 2000, by Michael Allen Fisher, Victoria Jane Fisher, Lindsay Jon Fisher, Kristen Ruth Fisher (as Grantor); and James J. McGlone, Jr., whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984-4913 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 10, Block 1482, PORT ST. LUCIE SECTION SIXTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 7 and 7A through 7C, of the Public Records of St. Lucie County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining

TO HAVE AND TO HOLD the same in fee simple forever

AND grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimburse same).

The grantor's herein expressly warrant this is not homestead property nor is it contiguous to their homestead property and is, in fact, vacant unimproved land.

ATLANTIC COASTAL TITLE CORPORATION
A Full Service, Florida Title Insurance Agency

0.00
28.00
0.00

Doc Assump: \$
Doc Tax : \$
Int Tax : \$

COPY

OR BOOK 1359 PAGE 2122

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
Lindsay Jon Fisher
13141 Laguna Street
Santa Barbara, CA 93101

COPY

State of California
County of Santa Barbara

The foregoing instrument was acknowledged before me the date hereinafter given, by Lindsay Jon Fisher; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 5 day of January, 2000, 2001

Type of identification provided (Check One):
 Driver's License
 Passport
 Government (State or Federal) ID Card
 Resident Alien ID Card
 Other

[Signature]
Notary Public



COPY

OR BOOK 1359 PAGE 2123

reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

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:

Josh Cushman
Witness

Randy [unclear]
Witness

Victoria Jane Fisher
Victoria Jane Fisher

Address: 1141 E AVE K 6
ANAHEIM, CA

State of CALIFORNIA
County of LOS ANGELES

The foregoing instrument was acknowledged before me the date hereinafter given, by Victoria Jane Fisher; who was ~~were either personally known to me, or~~ produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who ~~did not~~ take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 21 day of OCTOBER, 2000.

Type of Identification provided (Check One):

- Driver's License
- Passport
- Government (State or Federal) ID Card
- Resident Alien ID Card
- Other

Pat Otley
Notary Public
PAT OTLEY
Commission # 1179673
Notary Public - California
Los Angeles County
My Comm. Expires Apr 12, 2002

COPY

OR BOOK 1359 PAGE 2124

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:

Kathleen A. Brunschong

Kristen Ruth Fisher

Kristen Ruth Fisher
411 Coral Reef Drive
Huntington Beach, CA 92648

Alyson A. ...

COPY

State of California
County of Orange

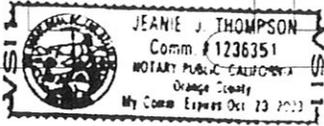
The foregoing instrument was acknowledged before me the date hereinafter given, by **Kristen Ruth Fisher**, who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 18th day of December, 2000.

COPY

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other

[Signature]
Notary Public



COPY

OR BOOK 1359 PAGE 2125

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, read and delivered in the presence of:

B. J. Fisher

Michael Allen Fisher

Michael Allen Fisher
270 N. Canon Drive, #1404
Beverly Hills, CA 90210

Philip Smith

COPY

State of CALIFORNIA
County of LOS ANGELES

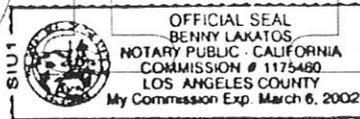
The foregoing instrument was acknowledged before me the date hereinafter given, by **Michael Allen Fisher**; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 27 day of OCT. 2000.

Benny Lakatos
Notary Public

Type of identification provided (Check One):

- Driver's License
- Passport
- Government (State or Federal) ID Card
- Resident Alien ID Card
- Other



COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1832082 OR BOOK 1320 PAGE 2450
Recorded: 08/14/00 13:58

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

Sylvia R. Miller
Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952 *mail*

ACTC File Number: 99036114
Parcel ID Number: 3420-570-0069-000/2

* DOC ASSUMP: \$ 0.00
* DOC Tax : \$ 28.00
* Int Tax : \$ 0.00

COPY

GENERAL WARRANTY DEED

This deed, made as of this 31st day of July, 2000, by **Rodney H. Leonard, a single person** (as Grantor); to **James J. McGlone, Jr.**, whose postoffice address is: **2582 SW Hinchman Street, Port St. Lucie, FL 34984** (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 65, Block 1440, PORT ST. LUCIE SECTION FIFTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 6 and 6A through 6E, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple, that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes for the year in which this deed is given, and restrictions, reservations, limitations, covenants, conditions and easements of record, if any, insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

ATLANTIC COASTAL TITLE CORPORATION
A Full Service, Florida Title Insurance Agency



COPY

OR BOOK 1320 PAGE 2451

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
PAUL L. MASK
SGT./U.S. ARMY

[Signature]
Rodney H. Leonard
AREIT STR 4 A-5700
Zellum See, Austria

[Signature]
DARREN A. CONNORS
SGT./U.S. ARMY

State of
County of

The foregoing instrument was acknowledged before me the date hereinafter given, by Rodney H. Leonard, who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 16th day of May, 2000.

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other

[Signature]
Notary Public

PAUL L. MASK
SGT / U.S. Army
LEGAL NCO



COPY

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1745777 OR BOOK 1245 PAGE 2415
Recorded: 08-25-99 09:23 A.M.

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

PSA Court House Bldg 740
Agnes A. Hillgardner
Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952

Doc ASSUMP: \$ 0.00
* Doc Tax : \$ 48.30
* Int Tax : \$ 0.00
[L:\ACTC\REPORT\99035483.WD1]
ACTC File Number: 99035483
Parcel ID Number: 3420-570-0070-000/2

COPY

GENERAL WARRANTY DEED

This deed made as of this 12th day of August, 1999, by Marie D. Cerbo, a single person (as Grantor); and James J. McGlone, Jr., a married person, whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 66, Block 1440, PORT ST. LUCIE SECTION FIFTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 6 and 6A through 6E, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any, insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

COPY

DR BOOK 1245 PAGE 2416

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:

Maryann Madjorka
Maryann Madjorka WITNESS

Marie D. Cerbo

Marie D. Cerbo
704 Main Street
Newington, CT 06111

Lisa Holts
Lisa Holts WITNESS
State of CONNECTICUT
County of HARTFORD

COPY

The foregoing instrument was acknowledged before me the date hereinafter given, by **Marie D. Cerbo**, who was/were either personally known to me, or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 24th day of August, 1999.

Alice S. McCarthy
Notary Public
ALICE S. MCCARTHY
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2000

- Type of identification provided (Check One):
- Driver's License
 - Passport
 - Government (State or Federal) ID Card
 - Resident Alien ID Card
 - Other

COPY

COPY

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1774314 OR BOOK 1270 PAGE 2876
Recorded: 12-28-99 02:17 P.M.

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

PSV CH Bot 10
Sylvia R. Miller

Atlantic Coastal Title Corporation
2400 S. E. Midport Road, Suite 211
Port St. Lucie, Florida 34952

Doc ASSUMP: \$ 0.00
* Doc Tax : \$ 140.00
* Int Tax : \$ 0.00

[L:ACTCREPORT99036115.WD1]
ACTC File Number: 89036115
Parcel ID Number: 3420-570-0071-000/9

COPY

GENERAL WARRANTY DEED

This deed, made as of this 17th day of December, 1999, by William T. Morrissey and Mildred F. Morrissey, his wife (as Grantor); to James J. McGlone, Jr., whose postoffice address is: 2582 SW Hinchman Street, Port St. Lucie, FL 34984-4913 (as Grantee);

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

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

Lot 67, Block 1440, PORT ST. LUCIE SECTION FIFTEEN, according to the Plat thereof, as recorded in Plat Book 13, at Pages 6 and 6A through 6E, of the Public Records of St. Lucie County, Florida.

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 grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

COPY

OR BOOK 1270 PAGE 2877

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:

Patrick K. Henry
Patrick K. Henry

William T. Morrissey

William T. Morrissey
571 Jewett Avenue
Bridgeport, CT 06606-2829

Anna E. Beatrice
Anna E. Beatrice

Mildred F. Morrissey
Mildred F. Morrissey
571 Jewett Avenue
Bridgeport, CT 06606-2829

State of Connecticut ss: Bridgeport
County of Fairfield

The foregoing instrument was acknowledged before me the date hereinafter given, by **William T. Morrissey and Mildred F. Morrissey**; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 12 day of November, 1999.

(Seal)
COPY

Patrick K. Henry
Patrick K. Henry Notary Public
State of Connecticut
My Commission Expires 10/31/2004

- Type of identification provided (Check One):
 Driver's License
 Passport
 Government (State or Federal) ID Card
 Resident Alien ID Card
 Other

Designation of Authorized Agent

Consent for: Cumberland Farms – Port St. Lucie Boulevard & Darwin Boulevard
Port St. Lucie Boulevard & Darwin Boulevard, Port St. Lucie, FL 34953
Lots 1 through 10, Block 1482 Section 16 / Lots 65, 66 & 67 Block 1440 Section 15

This form shall serve as consent for Michael Troxell and Ryan Thomas, Thomas Engineering Group LLC to act as agent/applicant to prepare, submit, and sign (as applicant) all applications and documentation required for procurement of site plan approval and construction permits, inclusive of all necessary concurrency determinations; variances; City of Port St. Lucie building permits; City of Port St. Lucie Subdivision Platting; City of Port St. Lucie Engineering Permit; South Florida Water Management District Environmental Resource, Water Use, and Dewatering Permits; Florida Department of Environmental Protection permits; North St. Lucie River Water Control District permit, and any other necessary permits or approvals required for the construction of the proposed Cumberland Farms Convenience Store with gas pumps located along Port St. Lucie Boulevard between Bianca Avenue and Alexandria Avenue in Port St. Lucie, Florida.

I do hereby give consent for Michael Troxell and Ryan Thomas, Thomas Engineering Group LLC to act on our behalf to sign and submit applications, required material and documents, and attend and represent us at all meetings and public hearings pertaining to this project.

Property Owner: James McGlone
2582 SW Hinchman Street
Port St. Lucie, FL 34984

By: [Handwritten Signature]
(signature)

James J McGlone, Jr
(printed name, title)

State of Florida
County of St. Lucie

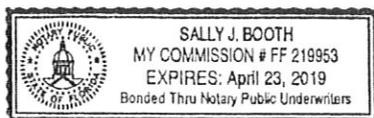
This foregoing instrument was acknowledged before me this 14 day of August, 2015.
by James McGlone. He/she is personally known to me or has produced
_____ as identification and did/did not take an oath.

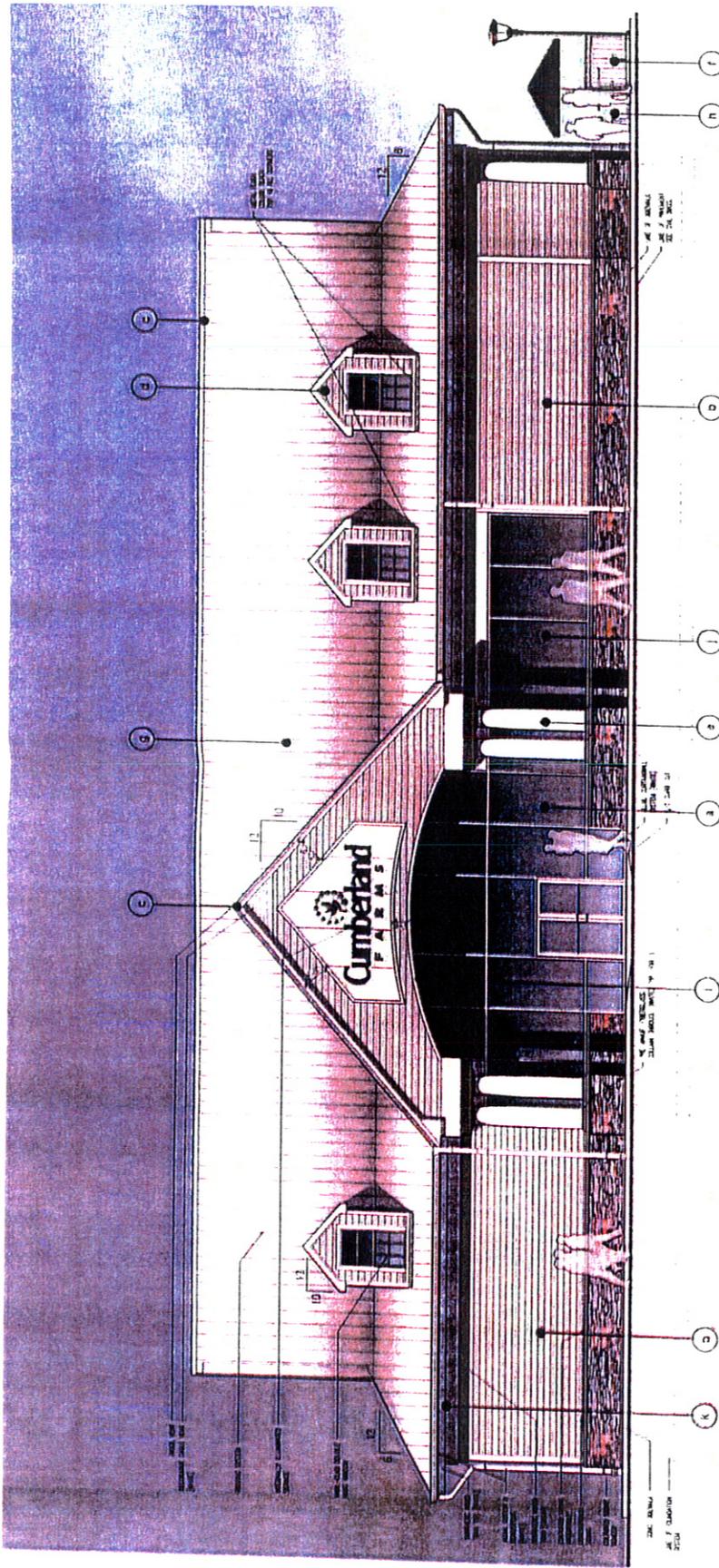
Notary Public Information :
[Handwritten Signature]
(Signature of Notary)

Sally J. Booth
(Name – Must be typed, printed or stamped)

Agent Information:
Michael Troxell, Thomas Engineering Group LLC
Ryan Thomas, Thomas Engineering Group LLC
1000 Corporate Drive, Suite 250
Fort Lauderdale, FL 33334

My Commission Expires:





- Architectural Elements**
- a Predominantly vertical, rectangular windows
 - b Lightly stained / painted siding in a horizontal pattern
 - c Gable roof
 - d Gable dormer
 - e Round columns with square base

- Architectural Elements (cont.)**
- f Porch with picket railing
 - g Standing seam metal roof
 - h Patio courtyard (377 sq ft.)
 - i Arches
 - j Display windows
 - k Eaves

- Additional Features**
- Multiple roof planes
 - Eaves
 - Change in roof height
 - Dormers

- Finish Schedule**
- Synthetic wood trim & fascia
 - Synthetic wood trim
 - Fiberglass column shroud
 - Cementitious siding
 - Cultured stone
 - Standing seam metal roof
 - Aluminum gutter system
 - * Approved Port. St. Lucie Color

- Sherwin Williams
- Sherwin Williams
- Pacific Columns
- HardiePlank
- Boral Stone Products
- TBD
- Hickman
- White
- White
- White

**ARCHITECTURAL ELEMENTS
 CUMBERLAND FARMS - PORT ST. LUCIE**



10/10/2014 10:10:10 AM





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B

Meeting Date: 12/14/14

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
Patricia Roebling, P.E., Assistant City Manager – City Engineer 
James Angstadt, P.E., Director of Public Works

FROM: Cheryl Shanaberger, MPA, CPPO, Director, Procurement
Management Department

Agenda Item: Motion: E-Bid #20150124 Swale Liner Maintenance- Area A

Submittal Date: 11/24/2015

STRATEGIC PLAN LINK: Port St. Lucie Vision 2028, Principal 2 Beautiful City

BACKGROUND: The City has an estimated 894 miles of drainage swale liner, of which approximately 429.858 miles are in Area A as identified in the attached map. Currently the entire 894 miles of swale liner is maintained by a single contractor who is unable to provide the required six (6) rotations annually at the current unit price. City Staff recommends dividing the area into two (2) sections so that the level of service can 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 E-Bid was advertised on September 18, 2015, to four hundred seventy-nine (479) bidders. The City received five (5) responsive proposals on October 17, 2015.

ANALYSIS: Staff has reviewed the proposals, the business plans and conducted interviews with the three (3) lowest bidders. The lowest bidder, T & M Lawn-Fence Service, Inc. (T & M), meets the City's level of service and provides the best value to the City. T & M's business plan provides for additional personnel and/or equipment if necessary. This contract is labor intensive and the fact that T & M Lawn-Fence Service, Inc. has a labor source that includes the Treasure Coast, Tampa and Miami is a very important component to the success of this contract. T & M received good references for similar scope of work and an "excellent" rating from the Florida

Department of Transportation. T & M will be providing a Performance and Payment Bond for this project. T & M is not a local vendor, however, local preference does not apply.

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 Keri Norbraten on October 16, 2015, and approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid#20150124 Swale Liner Maintenance-Area A to T & M Lawn-Fence Service, Inc., and to enter into a unit price contract for \$191.46 per mile (1% Visa discount) for a term of five (5) years with a one (1) term renewal option. The estimated annual cost for six (6) rotations is \$493,803.68 which does not include the \$10.00 indemnification fee.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: See Attachment A - Swale Liner Maintenance Area A

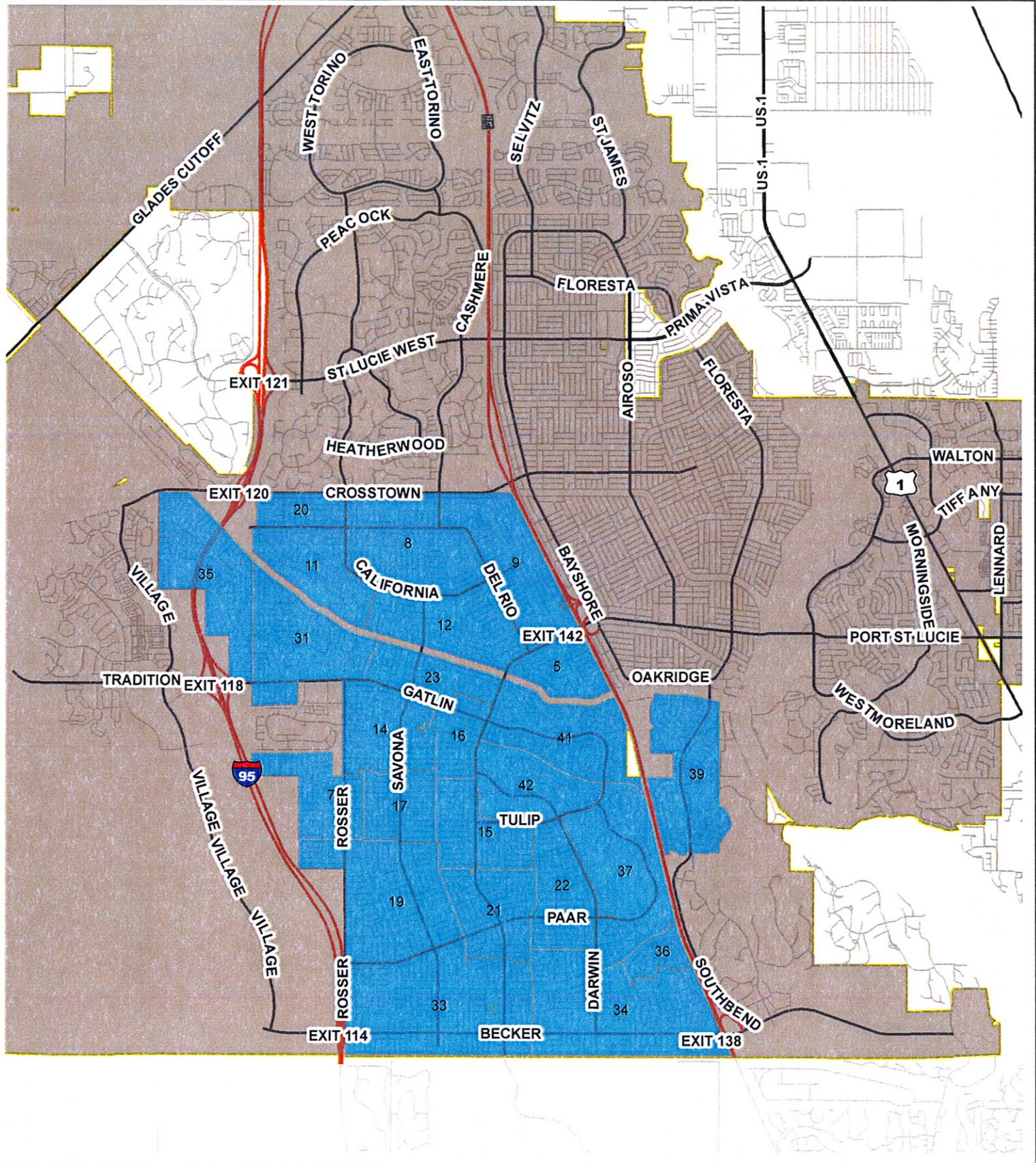
ATTACHMENTS: Location Map, Contract, Bid Tabulation, Proposal, E-Bid, Addenda, Review Sheets, Unsuccessful Proposals

*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 04 2015

City Manager's Office



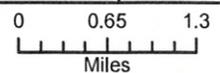
Title

E-Bid #20150124
Swale Liner Maintenance Area-A

Legend

- AREA A
- City Sections

Date: 12/3/2015
Page: 1 of 1
Tech: JAM
MIS GIS #: misgis0012



SECTION NUMBERS
AND LINER MILEAGE

Section	Total Miles of Liner
5	9.590
7	14.708
8	31.779
9	22.515
11	17.954
12	22.885
14	19.314
15	14.718
16	9.369
17	14.994
19	29.575
20	7.660
21	15.688
22	13.787
23	10.178
31	24.675
33	29.495
34	29.889
35	21.336
36	4.947
37	12.796
39	26.686
41	23.262
42	2.058
TOTAL MILES OF LINER- AREA A	429.858

**CITY OF PORT SAINT LUCIE
CONTRACT #20150124**

This is a Unit Price CONTRACT, executed this _____ day of January 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 T & M Lawn-Fence Service, Inc., a Florida Corporation, Telephone No. (305) 216-7464, Fax No (xxx), e-mail tmlafe@aol.com , 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 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, Buyer 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 Contract Supervisor:	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:	Antonio Carreno T & M Lawn-Fence Service, Inc. 118 Dove Ave. Tavernier, FL 33070 Telephone # 305 216 7464 E Mail tmlafe@aol.com

SECTION II DESCRIPTION OF SERVICES

The scope of work that the Contractor has agreed to perform pursuant to E-BID- #20150124 for Swale Liner Maintenance-Area A, and all addenda.

The Contractor shall provide services for Swale Liner Maintenance – Area A as per below:

SCOPE OF WORK

1. The Contractor shall perform work in accordance with the Monthly Schedule issued by the Contract Supervisor, or his designee.
2. The Contractor 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 Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.
4. **Maintenance of Swale Liners** -
 - 4.1 If the liner is under water, the City suggest that the Contractor start at the outfall and work their way back to the beginning of the block, this will alleviate any blockage in the liner, however, the Contractor is responsible for the methods and means to perform this scope of work.
 - 4.2 Contractor shall edge the liner during each rotation.
 - 4.3 Contractor shall weed eat along the liner if necessary.
 - 4.4 Contractor 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 Supervisor 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 Supervisor or their designee's discretion.

4.5 The City will provide the site where debris shall be hauled to. The Contractor will be required to provide cubic yard reports of debris removed at the beginning of the following work week.

4.6 Contractor shall be required to shovel dirt and debris out of all culverts and outfall pipes up to three (3) feet. Contractor shall also be required to shovel clean and edge concrete pads at culvert ends.

4.7 Contractor shall also be required to re-peg any loose liner during each rotation. It will be the contractor's responsibility to inform the Contract Supervisor approximately how many pegs the contractor 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 Contractor will be required to repair all liner that is damaged or unsecured during each rotation, no exceptions. 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 Contact Supervisor. These areas will be repaired by City staff.

4.8 The 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 Supervisor (or their designees) discretion. Seeding will not apply as a restoration tactic.

4.9 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.

SECTION II I TIME OF PERFORMANCE

The Contract Period will start on January 4, 2016 and will extend for five (5) years ending on January 3, 2021. 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 Contract Supervisor until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more

than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation or City Council approval, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V COMPENSATION

This is a unit price contract to be paid by the City to the Contractor in the amount of \$191.47 per mile for locations identified as Area "A" on Attachment "A" and Attachment "B" and is approximately 429.858 miles, attached hereto and made a part of this contract, plus a one-time ten-dollar (\$10.00) payment for the Indemnification Fee as provided in Section VIII herein. The intent of the City is to have the Contractor perform the scope of work for the entire area as identified as area "A: six (s) rotations per year. One (1) rotation at the unit price of \$191.47 per mile for 429.585 is \$82,303.19.

Contractor VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be set as per rotation. The account will also have limits as per the MCC code. Reasonable total invoice amounts will be as per one (1) complete rotation. . The ghost account will be entered with the proper expense codes.
2. The contractor will send the Contract Supervisor by the 1st of each month an estimate of work and materials that will be accomplished by the 25th of the same month. This estimated amount shall be \$82,303.19 for one full rotation.
3. The Contract Supervisor will approve the estimated work and materials request by the 5th of the same month. The Contract Supervisor is signing and agreeing that the labor and material estimates are reasonable and feasible as to being completed by the 25th of the same month.
4. The contractor after receipt of approval to charge from the Contract Supervisor will then place the estimated payment request on the ghost account established for the project. The contractor may not place the charge on the ghost account until the 5th of each month. Under no circumstances will the card be used between the 1st and 4th of the month.

5. The contractor will send the standard pay application with all required documents as per the contract to the Contract Supervisor by the 25th of each month. The pay application number should match the previously submitted pay estimate number for the same work period.
6. The Contract Supervisor will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The Contract Supervisor will sign the pay application and is verifying that it is correct and payment by the City is authorized. This is the payment request that will authorize the City to pay the bank provider-Bank of America.
7. The Contract Supervisor will have the signed payment request documents no later than the 8th of each month to the Department Card processor and to the Procurement Management Department (PMD) no later than the 10th of the month.
8. The Contract Supervisor will mark any invoice that should not be paid and provide explanation and send to PMD.
9. PMD will balance statement and issue all dispute items.
10. PMD will produce summary sheet and send all documentation to Finance for payment.

Pay Estimate does not Equal Pay Request

The City will allow up to 15% of the estimated work not to be completed by the 25th of the month and still approve the pay request. However, the contractor on the 5th of the following month must indicate the adjustment amount as a credit on a separate invoice included in the estimated pay request.

Over estimates of 15% for three consecutive months will be considered abuse. The Contract Supervisor will be responsible for establishing the correct estimated amounts in the following months.

If there is an act of God or extenuating circumstances that the contractor has no control over, the Contract Supervisor will approve the overpayment. However, the contractor on the 5th of the following month must indicate the adjustment amount as a credit on a separate invoice included in the estimated pay request.

If during the month the Contract Supervisor determine that the estimated pay request amount can not be reached by more than 15% and it is due to the performance of the contractor, a credit must be issued. The contractor as soon as possible and no later than the 1st of the month, will place a credit for the entire amount of work and materials that will not be completed on the ghost account. This credit will be issued on the ghost account for the full amount.

All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number. Final Release of liens shall be submitted with each invoice is applicable.

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-All Items.

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi_home.htm

CPI-U Calculation Example

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

**SECTION VI
WORK CHANGES**

The City reserves the right to order 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 VII CONFORMANCE WITH E-BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

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

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include

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

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents for Contract #20150124, Swale Liner Maintenance Area A, 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 contractor'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 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

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 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 Sub-Contractor, 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 COMPLIANCE WITH LAWS

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

SECTION XII CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. 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 Contract supervisor 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 Contract supervisor 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 Contract supervisor 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 Contract supervisor. Such examination, inspection, or tests made by the Contract supervisor, 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 Contract Supervisor, or his designee. The Contract Supervisor, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

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

Defective Work - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the contractor(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 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 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 – N/a

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.

E-BID #20150124
E- BID TABULATION REPORT
Swale Liner Maintenance - Area A
Opened October 19, 2015 at 3:00 PM

Line Item No.	Service	DeAngelo Brothers, LLC	JSM Services, Inc.	Sampson Tree Service Company	T & M Lawn-Fence Service	Tri-Brothers Tree & Landscaping, Inc.
1	Swale Liner Maintenance - Cost Per Mile	\$250.00	\$325.00	\$300.00	\$193.40	\$250.00
	Area A Estimated 429.858 Miles - Per Rotation Cost	\$107,464.50	\$139,703.85	\$128,957.40	\$83,134.54	\$107,464.50
2	Area A Estimated Annual Cost (6 Rotations Annually)	\$644,787.00	\$838,223.10	\$773,744.40	\$498,807.22	\$644,787.00
1	Submitted the Bid Reply	Yes	Yes	Yes	Yes	Yes
2	Acknowledged all Addenda	Yes	Yes	Yes	Yes	Yes
3	Submitted Original Bid Bond	Yes	Yes	Yes	Yes	Yes
4	Submitted Certificate of Insurance	Yes	Yes	Yes	Yes	Yes
5	Submitted all Required Forms	Yes	Yes	Yes	Yes	Yes
6	Submitted Licenses to Perform Work	Yes	Yes	Yes	Yes	Yes
7	Accepts Visa	Yes	No	Yes	Yes	Yes
8	Discount using Visa	2%	0	0	1%	0
9	Estimated Time to Complete One Cycle of Drainage Swale Maintenance	60 Days	60 Calendar Days	2 Months	30 Days	8 Weeks
	Per mile with Visa Discount	\$245.00			\$191.47	
	per rotation	\$105,315.21			\$82,303.19	
	6 rotations	\$631,891.26			\$493,819.15	

Bid Reply Sheet
E-Bid #20150124
Swale Liner Maintenance-Area A

1. **COMPANY NAME:** T & M Lawn-Fence Service, Inc

DIVISION OF: Corporation

PHYSICAL ADDRESS: 116 Dove Ave, Tavernier FL 33070

MAILING ADDRESS: Same

CITY, STATE, ZIP CODE: Tavernier, FL 33070

TELEPHONE NUMBER: (305) 216-7464 FAX NO. () none

CONTACT PERSON: Tony Carreno E-MAIL: tmlafe@aol.com

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

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

Antonio Carreno

President

Antonio Carreno

Vice President

Antonio Carreno

Treasurer

How long in present business: 8 years how long at present location: 4

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

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

Addendum Number	Date Issued
1	09-29-15
2	10-06-15
3 & 4	10-09-15 & 10-15-15

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

BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: 1 %

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 A)	Est. # of miles	Six (6) Annual Rotations	Total miles maintained	Fixed price per mile	Total Annual Amount
Drainage Swale	429.858	Jan, Mar, May, July, Sept, Nov, or bi-monthly	2,579.148	\$ 193.40	\$ 498,807.22

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 30 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 2.11 of the specifications:

Manufacturer	Part No.
Still weedeater	
Still edging	
Still blower	

6. 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.

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

QUESTIONNAIRE

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

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

Dated at Tavernier, Florida, this 15 day of October 2015
(Location)

Name of Organization/Contractor: T & M Lawn-Fence Service, Inc

By: Antonio Carreno - President
Name and Title

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

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

Name: T & M Lawn-Fence Service, Inc

Address: 116 Dove Ave
Tavernier, FL 33070

Telephone Number: 305-216-7464

Fax Number: none

3. Contact person: Antonio Carreno

4. Firm's previous names (if any). N/A

5. How many years has your organization been in business? 8 years

6. Area of expertise: Mowing, edging and sweeping, debris removal, landscaping, weed removal

7. List three (3) swale liner maintenance contracts or contracts similar (requiring edging and extensive removal of debris and weeds using equipment) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Roadside Mowing, slope mowing, litter removal and edging and sweeping

Description: Provide all labor equipment, materials and incidentals necessary to mow, edge and

Swale Liner Maintenance-Area A

sweep and remove debris on all primary roads in the southern half of Palm Beach County

Location: Palm Beach County

Client Name, Email and Phone Number: FDOT, Robert.Jones@dot.state.fl.us, 561-370-1157

Value of Total Contract: \$280,000.00

Number of Change Orders: 7

Value of Change Orders: 2 of 9,299.01 and 5 of 12,609.25 at the present time

Project Number 2

Project Name: Mowing, litter removal and edging and sweeping

Description: Hernando and Pasco County

Location: Mow, remove debris, and edge and sweep in Hernando and Pasco County

Client Name, Email and Phone Number: FDOT, Brian.Kelly@dot.state.fl.us, 352-848-2600

Value of Total Contract: \$175,407.56

Number of Change Orders: 3

Value of Change Orders: \$17,490.90

Project Number 3

Project Name: District-Wide Right-of-Way Property Maintenance Services

Description: Mow, remove debris, landscaping, tree trimming and removal, fence erection

Location: Hillsborough, Pasco, Pinellas, Citrus, and Hernando

Client Name, Email and Phone Number: FDOT, Esther.Ziatas@dot.state.fl.us, 813-975-6127

Value of Total Contract: 1,000,000.00

Number of Change Orders: so far 101

Value of Change Orders: different values, from \$50.00 to 30,000.00

- 8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

No Subcontractors

Any Home Depot (suppliers) various telephone numbers

- 9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

NO

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

We have more than enough force and equipment

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

Yes () No (X)

If yes, please explain:

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

N/A

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

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

N/A

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

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

N/A

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

16. Is the firm claiming Local Preference under City Ordinance 35.12? () Yes (X) No

Balance of page left intentionally



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2015

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

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

PRODUCER CARRERA INSURANCE-KENDAL 13500 SW 88 ST STE 235		CONTACT NAME: Franklin Davila PHONE (A/C No, Ext): 305-385-8275 FAX (A/C, No): 305-385-8275 E-MAIL ADDRESS: fdavila@carrerainsurance.com	
MIAMI FL 33186	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED T & M Lawn-Fence Service 116 Dove Ave Tavernier FL 33070		INSURER A: Atlantic Casualty Insurance INSURER B: Mercury Insurance INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		L0400021930	01/08/2015	01/08/2016	EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000.00
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000.00
						PRODUCTS - COMP/OP AGG \$ 1,000,000.00
						\$
B	AUTOMOBILE LIABILITY		BA0900000007510	12/30/2014	12/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 50,000.00
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTIONS				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Commercial Auto Listed: 2008 Isuzu Truck VIN: JALE5W16987901687, 2015 Hino 195 VIN: JHHWDM2H2FK002531
 Contract NO. E7K83-R0
 Florida Department of Transportation is named as additional insured
 Florida Department of Transportation will be notified 30 days notice of cancellation, 10 days non payment

CERTIFICATE HOLDER		CANCELLATION	
State of Florida, Department of Transportation 11201 N. McKinley Drive Tampa FL 33612		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 Franklin Davila	

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DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
T & M Lawn-Fence Service, Inc does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature
10-15-2015

Date:

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
T & M Lawn-Fence Service, 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
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

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.

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.)
116 Dove Ave

6 City, state, and ZIP code
Tavernier, FL 33070

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	8	2	5	5	7	8	0
---	---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **10-19-15**

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:

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

Bid Bond
will be submitted
in Cash



"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 T & M Lawn-Fence Service, Inc
 Signature
 Printed Name and Title Antonio Carreno - President
 Date 10-15-2015

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 #20150124
Swale Liner Maintenance-Area A

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the 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
- Reference Information completed and included in file uploaded to Demandstar
- Each Bid Addendum (when issued) is acknowledged on the Questionnaire
- 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: 20150124 & 20150125

Title: Swale Liner Maintenance – Areas A & B

Bidder/Respondent: T & M Lawn-Fence Service

Reference: FL Dept. of Transportation – Palm Beach County – Roadside Mowing

Email: Robert.jones@dot.state.fl.us Telephone #: 561-370-1157

Person to contact: Robert Jones

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. Mowing & a fence contract & tree trimming

Were the services completed on time? yes - ongoing

Did the services provided meet your requirements? so far - first year of contract

What were/are the project effective dates? 4/2015 Total Value of Contract? \$280,000

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
Qualifications 10
Budget Control na
Adherence to Schedule 10

Final Product 10
Cooperation 10
Reliability 10

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

Comments:

Whenever I call they get right to it.

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: 20150124 & 20150125

Title: Swale Liner Maintenance – Areas A & B

Bidder/Respondent: T & M Lawn-Fence Service

Reference: FL Dept. of Transportation – Hernando and Pasco Counties – Mowing, Litter Removal, Edge

Email: brian.kelly@dot.state.fl.us Telephone #: 352-848-2600

Person to contact: Brian Kelly

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. Mowing, edging, drum roadways - vegetation removal

Were the services completed on time? YES

Did the services provided meet your requirements? YES

What were/are the project effective dates? June 2014
several contracts

Total Value of Contract? Appx 175K
annually

What problems were encountered (claims)? nothing out of the ordinary - small issues - they fix quickly - workable

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

Professionalism 9
Qualifications 9
Budget Control 9
Adherence to Schedule 9

Final Product 9
Cooperation 9
Reliability 9

Would you contract with this Contractor again? Yes No Maybe
Comments:

Thank you.

For OMB Use Only	
Reference Checked	<u>BK</u>
Clerk Checked	<u>10/22/15</u>

Subject: E-Bids 20150124 - Swale Liner Maintenance Area A

E-BID 20150124

We will have four crews with a three-man team on each working 8 hours a day Mon-Friday. Each crew will consist of one utility cart for working transportation with two edgers for edging the borders of the swale to give it a clean cut, two string trimmers to clean any weeds grown between cracks, two blowers to give it a clean look and 3 shovels for any dirt piled in the swale. There will be a dump truck with a utility trailer attached to it for transportation to worksite and for pickup of debris from the swale.

Any swale that needs to be fix depending on what it requires will be taken care of at the moment of cleaning or recorded for immediate action.

We believe that each crew will be able to successfully clean 5 to 8 miles of swale per day to have the work order completed in a 30-day period. If we see that we need further equipment or man power to successfully complete the work order we will be ready to provide the man power needed or funds to provide more equipment.

T & M LAWN- FENCE SERVICE, INC

116 Dove Ave, Tavernier FL 33070

Ph. 305-216-7464 email: tmlafe@aol.com

To: **Brenda Leo**

Buyer

Procurement Management Department

City of Port St. Lucie

Subject: **E-Bids 20150124 & 20150125 – Swale Liner Maintenance Areas A & B**

E-Bid 20150124

Our company will have three crews with three workers on each team working eight hours a day Monday thru Friday. Each crew will consist of one utility cart for working transportation with two edger for edging the borders of the swale to give it a clean cut, two string trimmers to remove any weeds grown between or around, two blowers to give it a clean look and three shovels for any dirt piled in the swale. A dump truck with a utility trailer attached will be provided for transportation to the work side and for debris removal from the swale.

Any swale that needs repair, depending on what it requires, will be taken care of at the time of cleaning, or reported to you.

Each crew will be able to clean 5 to 8 miles of swale per day. The work order will be completed in 30 days.

We will provide additional workers and/or equipment if needed.

Our company has sufficient funds available for purchase of more equipment if necessary.

E-Bid 20150125

Our company will have three crews with three workers on each team working eight hours a day Monday thru Friday. Each crew will consist of one utility cart for working transportation with two edger for edging the borders of the swale to give it a clean cut, two string trimmers to remove any weeds grown between or around, two blowers to give it a clean look and three shovels for any dirt piled in the swale. A dump truck with a utility trailer attached will be provided for transportation to the work side and for debris removal from the swale.

Any swale that needs repair, depending on what it requires, will be taken care of at the time of cleaning, or reported to you.

Each crew will be able to clean 5 to 8 miles of swale per day. The work order will be completed in 30 days.

We will provide additional workers and/or equipment if needed.

Our company has sufficient funds available for purchase of more equipment if necessary.



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CITY OF PORT ST. LUCIE

E-Bid#20150124
(Electronic Bid)

Swale Liner Maintenance-Area A

Prepared By:
Brenda Leo, Buyer
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 A 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 October 16, 2015**. 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 – 44.
- E-Bid Reply Sheet #20150124 pages
- Attachments/Schedule:
 - Attachment A – City Map Areas A and B (1 page)
 - Attachment B – Area A Map (1 page)
 - Attachment C – Area A Section Maps (24 pages)
 - Schedule A – Area A Section Numbers and Liner Mileage (1 page)

Brenda Leo, Buyer
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 A. 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 **429.858 miles are in Area A**. 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, B, and C. 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.

The City will be issuing an additional E-Bid for identical swale maintenance services in Area B of the City. Areas "A" and "B" are identified in Attachment A of these bid specifications. 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 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 October 7, 2015 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 five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the 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 #20150124 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 Tie Bid Statement – 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 has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statutes, 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 Questionnaire/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.

- A. Request Bid Specifications, #20150124 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the Questionnaire/Bid Reply Sheet and E-Bid Specifications, and save to your hard drive, program is in Word/Excel 2007 Professional. Enter information requested on the applicable Forms.
- C. Electronically sign the Bid Reply where indicated.

1.9.1 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: E-Bid Reply Sheet for E-BID#20150124 from pages 21-23, Questionnaire, current Certificate of Insurance, Drug Free Workplace form, copy of license allowing you to do business in the State of Florida, 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 Questionnaire/Bid Reply Sheet (#3).
- B. Enter the total proposal amount from #5.3 of the Questionnaire/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 Questionnaire/E-Bid Reply Sheet will be resolved in favor of the Questionnaire/E-Bid Reply Sheet that is uploaded at the time of submittal.
- C. 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.
- D. **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. **Time of Award** - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

1.13 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 Questionnaire.

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

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

1.14 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 October 7, 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 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 fifty thousand (50,000) 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.

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Bid Reply Sheet
E-Bid #20150124
Swale Liner Maintenance-Area A

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

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

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

Addendum Number	Date Issued

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

BID RESPONSE:

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

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

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Fixed prices per mile:

Type of Area (Area A)	Est. # of miles	Six (6) Annual Rotations	Total miles maintained	Fixed price per mile	Total Annual Amount
Drainage Swale	429.858	Jan, Mar, May, July, Sept, Nov, or bi-monthly	2,579.148	\$	\$

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 2.11 of the specifications:

Manufacturer Part No.

6. 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.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City

reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

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

9. **CERTIFICATION**

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

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

Signature Title

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

(seal)

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QUESTIONNAIRE

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

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

Dated at _____, this ____ day of _____, 2015
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

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

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

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. Area of expertise: _____

7. List three (3) swale liner maintenance contracts or contracts similar (requiring edging and extensive removal of debris and weeds using equipment) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

Project Number 1

Project Name: _____

Description: _____

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 2

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 3

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

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

Yes () No ()

If yes, please explain:

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

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

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

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

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

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

16. Is the firm claiming Local Preference under City Ordinance 35.12? () Yes () No

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SECTION I DESCRIPTION OF SERVICES

The Consultant shall provide services for Swale Liner Maintenance – Area 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** -

4.1 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.

4.2 Selected Bidder shall edge the liner during each rotation.

4.3 Selected Bidder shall weed eat along the liner if necessary.

4.4 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.

4.5 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.

4.6 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. 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.

- 4.7 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.
- 4.8 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 II
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.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**SECTION III
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 IV
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 V
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 VI
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
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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 VII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-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 VIII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of 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 IX
COMPLIANCE WITH LAWS**

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

**SECTION X
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 XI
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 XII 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 XIII 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.

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

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor(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 installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

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.

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.

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.

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 XIV 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 XV 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 XVI 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 XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

Liquidated Damages 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.

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

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

- A. The Contractor(s) fails to comply with the Contract Documents.
- B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
- C. The Contractor(s) causes conditions considered unfavorable for continuing the work
Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately

preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

**SECTION XVIII
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 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
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.

SECTION X ADDITIONAL REQUIREMENTS

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

Miscellaneous Testing – The Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Bidder 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 Bidder from other remedies.

City's Public Relations Image – The Bidder'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 Bidder 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/her designee.

Dress Code – All personnel in the employ of the selected Bidder(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 Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder 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 Bidder 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 bid 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. Bidder(s) 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 bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

Safety Data Sheets (SDS) – The Bidder 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.

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).

Bidder shall be required to complete a W-9 Taxpayer Identification Form upon notice of award.

City's Public Relations Image – Consultant'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 Selected Bidder involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

Cooperative Purchasing Agreement - This proposal 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. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

Damage to Property - The Selected Bidder 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 Selected Bidder, it shall be immediately restored to a condition equal or better to that existing before such damage or injury was done by Selected Bidder, and at Selected Bidders expense. The Selected Bidder'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 be also 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

Implied Warranty of Merchantability - Despite statements to the contrary, it is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

Warranty and Guarantee - All products furnished by the Selected Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Selected Bidder(s) to be free of defects in workmanship and material for a period of not less than 1 year; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

Repair or Replacement – Should any defect appear during this period, the Selected Bidder(s) shall, at their 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 30 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 Consultant as required by the Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in the Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

SECTION XI LICENSING

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

SECTION XII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected consultant will submit all proposals in compliance with the 28 C.F.R. § 35.151. Where ADA and Florida Building Codes do not agree the most stringent applies or ADA supersedes.

Material Safety Data Sheets – N/A

Safety Precautions - The Consultant shall erect and maintain all necessary safeguards for the protection of the Consultant's employees and subcontractors, City personnel, and the general public. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Consultant's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Consultant.

SECTION XIII ASSIGNMENT

Consultant shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV TERMINATION/SUSPENSION OF WORK

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City

may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable, jointly and severally to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant a thirty (30) days' notice in writing. Upon delivery of said notice the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder. In the event of termination, the Consultant will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder.

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, signed by the Contract Supervisor, to the Consultant. The Consultant shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, and is issued to the Consultant.

**SECTION XV
LAW AND VENUE**

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

**SECTION XVI
APPROPRIATION APPROVAL**

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

ENTIRE AGREEMENT XVII

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

**SECTION XVIII
TRUTH-IN-NEGOTIATIONS**

"Not Applicable"

**SECTION XIX
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 XX
PROHIBITION AGAINST CONTINGENT FEES**

N/A

(Balance of page intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: DO NOT EXECUTE - SAMPLE ONLY

(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2015.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date:



"A City for All Ages"

VENDOR CODE OF ETHICS

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

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Bidder _____
 Signature _____
 Printed Name and Title _____
 Date _____

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

CHECKLIST
E-BID #20150124
Swale Liner Maintenance-Area A

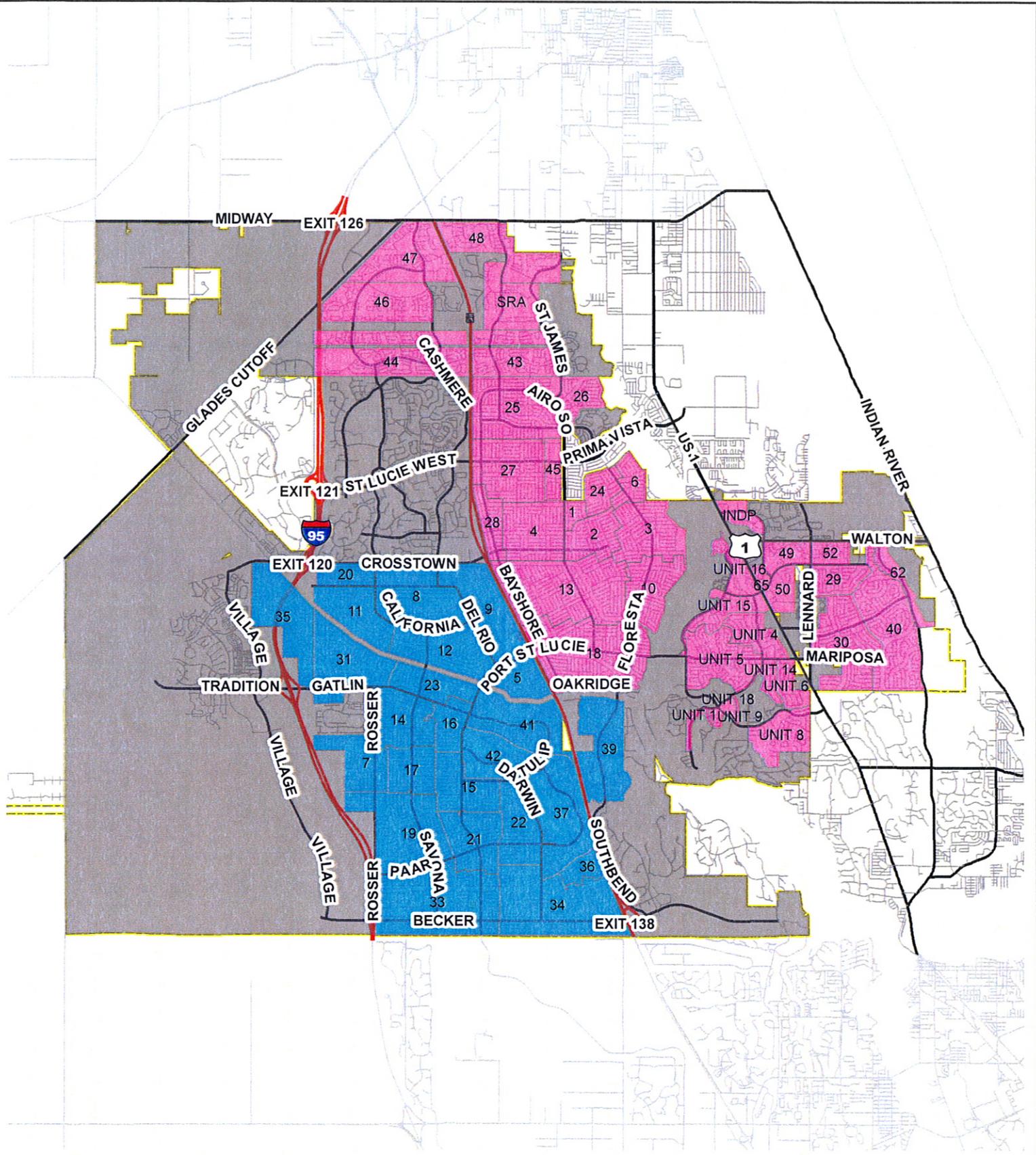
This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the 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
- Reference Information completed and included in file uploaded to Demandstar
- Each Bid Addendum (when issued) is acknowledged on the Questionnaire
- 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



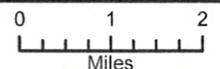
Title

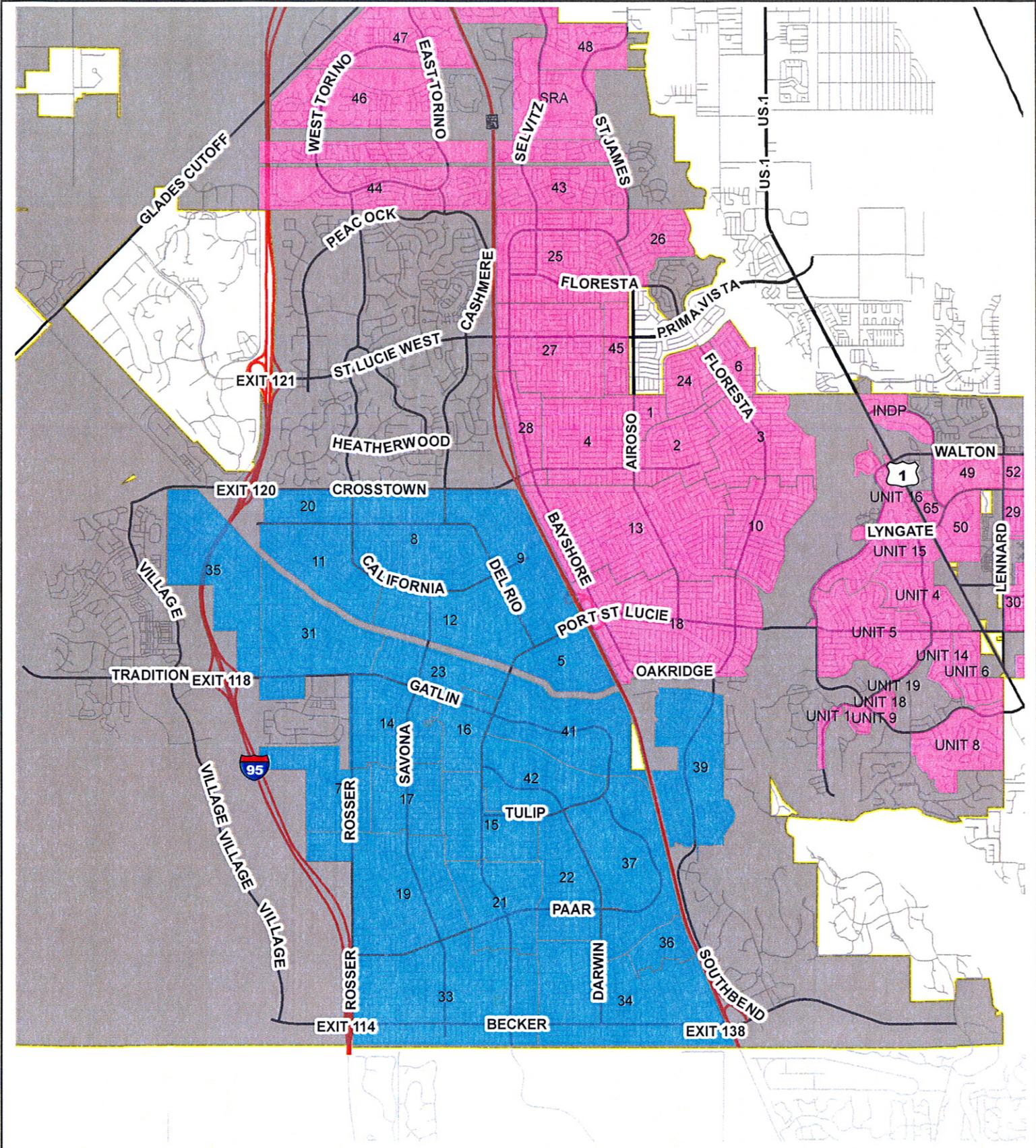
E-Bid#20150124
 Swale Liner Maintenance
 City Map - Areas A and B
 Attachment A

Legend

- AREA A
- AREA B
- City Sections

Date: 9/10/2015
 Page: 1 of 1
 Tech: JAM
 MIS GIS #: misgis0012





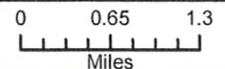
Title

E-Bid#20150124
 Swale Liner Maintenance – Area A
 Attachment B

Legend

- AREA A
- AREA B
- City Sections

Date: 9/10/2015
 Page: 1 of 1
 Tech: JAM
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BID ADDENDUM # 1
BID # 20150124
Addendum Date: September 29, 2015

Bid Name: Swale Liner Maintenance – Area A

Questions and answers received to date regarding the above referenced bid:

Q) Please identify the type and thickness of liner material.

A) The City supplied liner is a 1/4 piece of 12' corrugated plastic pipe, approximately one inch thick.

Q) Please clarify the requirement for performance bond; it states 100% of the contract price. Would that be for the entire five years or 100% of the annual price?

A) The performance bond required is for 100% of the annual contract price.

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 ADDENDUM # 2
BID # 20150124
Addendum Date: October 6, 2015

Bid Name: Swale Liner Maintenance – Area A

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

1. A ONE-TIME site visit will be held on Friday, October 9th at 9:00am. Interested parties should meet at the following location:

1961 SW Americana Street
Port St Lucie, FL 34953

Bid requirements, specifically repair of swale liner, will be discussed.

2. Section 4.2, Payment and Performance Bonds - language in the last paragraph has been changed to: 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. This amount was reduced from \$50,000 to \$25,000.

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 Addendum #3

SITE VISIT AGENDA

E-Bid #'s: 20150124 and 20150125
Swale Liner Maintenance
Site Visit: 1961 Americana Street
October 9, 2015 @ 9:00 AM

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder**: Bid closing date is October 16, 2015 at 3:00 p.m.

All Bids are to be submitted electronically via DemandStar no later than 3:00 pm on October 16, 2015.

4. Review of Bid requirements: 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 the bid specifications.
5. No questions will be answered during this time. All questions should be submitted to Brenda Leo at bleo@cityofpsl.com. An addendum will be issued to answer any questions.
6. Turn over to: Vincent Hill, Public Works Department for site visit.
7. Crew demonstrated how the swale liners are cleaned and repaired.
8. Adjourn.

BID ADDENDUM # 4
BID # 20150124
Addendum Date: October 15, 2015

Bid Name: Swale Liner Maintenance – Area A

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

1. The Bid Opening Date and Time has been changed to Monday, October 19th, 2015 at 3:00PM.
2. Page 15 of 44 of the Bid Specifications, Section 5.6 should read: Bidders List of all equipment expected to utilize in execution of work, as required in Section 1.5 of the specifications."

NOTE: The bid opening date HAS been changed.

Instructions to Bidder:

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

E-Bid #'s: 20150124 and 20150125 - Swale Liner Maintenance
 Site Visit: 1961 Americana Street
 October 9, 2015 @ 9:00 AM

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of PSL - PMD	bleo@cityofpsl.com	T (772) 871-5222 F (772) 871-7337
2.	Tedd Kenny	DBI	tedd.kenny@diservices.com	T 561-718-6962 F 561-881-1293
3.	Ron Thorpe	TREASURE COAST LAWN		T 772-409-4974 F 772-216-3738
4.	Randy Sabo Christina Edenfield Michelle Crawford	Sampson Tree	christina@sampson-tree.com	T 772-336-3456 F 772-336-3458
5.				T F
6.				T F
7.				T F

E-Bid #'s: 20150124 - Swale Liner Maintenance Area A

Bid Opening

October 19, 2015 @ 3:00 PM

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of PSL - PMD	bleo@cityofpsl.com	T (772) 871-5222 F (772) 871-7337
2.	Christina Edenfield	Sampson Tree	christina@sampsonree.com	T (772) 336-3456 F (772) 336-3458
3.	Felix Rivera.	TEW lawn Fence,	Tmlafe@aol.com	T (786) 411-7686 F
4.				T
5.				F
6.				T
7.				F
				T
				F



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13c

Meeting Date: 12/14/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
Patricia Roebling, P.E., Assistant City Manager – City Engineer
James Angstadt, P.E., Director of Public Works 

FROM: Cheryl Shanaberger, MPA, CPPO, Director, Procurement
Management Department

Agenda Item: Motion: E-Bid #20150125 Swale Liner Maintenance- Area B

Submittal Date: 12/1/2015

STRATEGIC PLAN LINK: Port St. Lucie Vision 2028, Principal 2 Beautiful City

BACKGROUND: The City has an estimated 894 miles of drainage swale liner, of which approximately 465.83 miles are in Area B as identified in the attached map. Currently the entire 894 miles of swale liner is maintained by a single contractor who is unable to provide the required six (6) rotations annually at the current unit price. City Staff recommends dividing the area into two (2) sections so that the level of service can 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 Public Works expands the liner system, additional liner systems may be added to the contract. The E-Bid was advertised on September 16, 2015 to four hundred seventy-nine (479) bidders. The City received five (5) responsive proposals on October 16, 2015.

ANALYSIS: City Staff has reviewed the proposals, the business plans and conducted interviews with the three (3) lowest bidders. The lowest bidder, T & M Lawn-Fence Service, is in consideration for the award of Area A which is the smaller of the two (2) maintenance areas. Staff reviewed T & M Lawn-Fence Service's price and business plan for Area B, however, did not want to deviate from the intent to award the service contract to multiple vendors. DeAngelo Brothers, LLC (DBI), the second lowest bidder, meets the City's level of service and provides the best value to the City. DBI's business plan provides for additional personnel and or equipment if

necessary. This contract is labor intensive and the fact that DBI has a labor source immediately available within the local area is an important component for award. DBI received good references for similar scope and projects. DBI will be providing a Performance and Payment Bond for this project. DBI is not a local vendor, however, the firm will be establishing a business location within the city limits.

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 Keri Norbraten on October 12, 2015, and is approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid #20150125 Swale Liner Maintenance Area B to DeAngelo Brothers, LLC, and to enter into a unit price contract for \$245.00 per mile (2% Visa Discount) for a term of five (5) years with a one (1) term renewal option. The estimated annual cost for six (6) rotations is \$684,770.10 which does not include the \$10.00 indemnification fee.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: See Attachment B – Swale Liner Maintenance Area B

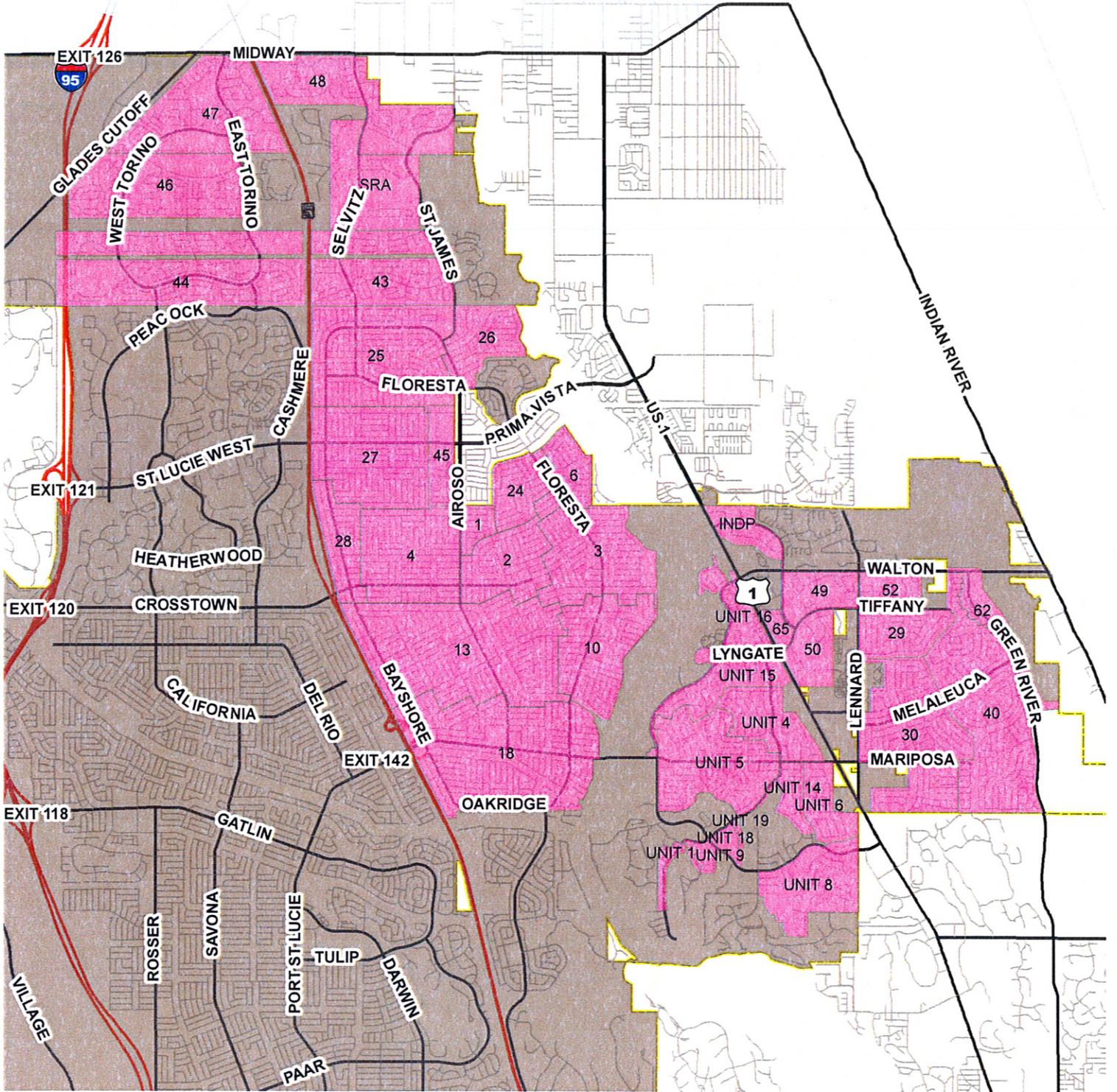
ATTACHMENTS: Location Map, Contract, Bid Tabulation, Proposal, E-Bid, Addenda, Review Sheets, Unsuccessful Proposals

*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 04 2015

City Manager's Office



Title
 E-Bid # 20150125
 Swale Liner Maintenance- Area B

Legend

- AREA B
- City Sections

Date: 12/3/2015	
Page: 1 of 1	
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MIS GIS #: misgis0012	

SECTION NUMBERS
AND LINER MILEAGE

Section	Total Miles of Liner
1	2.726
2	13.525
3	26.175
4	25.401
6	8.836
10	21.178
13	51.520
18	40.841
24	8.914
25	22.777
26	9.655
27	26.092
28	6.103
29	8.309
30	28.975
40	37.883
43	17.946
44	21.599
45	0.536
46	12.291
47	8.309
48	8.917
49	0.749
50	0.848
52	0.322
62	1.853
65	0.118
Unit 1	0.482
Unit 4	10.103
Unit 5	21.072
Unit 6	5.748
Unit 8	11.405
Unit 9	0.092
Unit 14	0.275
Unit 15	0.457
Unit 16	0.355
Unit 18	0.160
Unit 19	0.074
Industrial Park	1.460
Selvitz Road Area	1.749
TOTAL MILES OF LINER- AREA B	465.830

**CITY OF PORT SAINT LUCIE
CONTRACT #20150125**

This is a Unit Price CONTRACT, executed this _____ day of January, 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 DeAngelo Brothers, L.L.C. (DBI), a Pennsylvania Limited Liability Company, 851 West 13th Court, Riviera Beach Florida, 33404-6729 Telephone No. (561) 881-1291, Fax No (561) 881 1293, e-mail tedd.kenny@dbiservices.com 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 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, Buyer
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 Contract Supervisor: 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: Tedd Kenny
DBI
851 West 13 Court
Riviera Beach, FL 333404-6729
Telephone # 561 881 1291
Telephone # 561 718 6962
E Mail tedd.kenny@dbiservices.com

SECTION II DESCRIPTION OF SERVICES

The scope of work that the Contractor has agreed to perform pursuant to E-BID- #20150125 for Swale Liner Maintenance-Area B, and all addenda.

The Contractor shall provide services for Swale Liner Maintenance – Area B as per below:

SCOPE OF WORK

1. The Contractor shall perform work in accordance with the Monthly Schedule issued by the Contract Supervisor, or his designee.
2. The Contractor 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 Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.
4. **Maintenance of Swale Liners** -
 - 4.1 If the liner is under water, the City suggest that the Contractor start at the outfall and work their way back to the beginning of the block, this will alleviate any blockage in the liner, however, the Contractor is responsible for the methods and means to perform this scope of work.
 - 4.2 Contractor shall edge the liner during each rotation.
 - 4.3 Contractor shall weed eat along the liner if necessary.
 - 4.4 Contractor 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 Supervisor 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 Supervisor or their designee's discretion.

4.5 The City will provide the site where debris shall be hauled to. The Contractor will be required to provide cubic yard reports of debris removed at the beginning of the following work week.

4.6 Contractor shall be required to shovel dirt and debris out of all culverts and outfall pipes up to three (3) feet. Contractor shall also be required to shovel clean and edge concrete pads at culvert ends.

4.7 Contractor shall also be required to re-peg any loose liner during each rotation. It will be the contractor's responsibility to inform the Contract Supervisor approximately how many pegs the contractor 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 Contractor will be required to repair all liner that is damaged or unsecured during each rotation, no exceptions. 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 Contact Supervisor. These areas will be repaired by City staff.

4.8 The 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 Supervisor (or their designees) discretion. Seeding will not apply as a restoration tactic.

4.9 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.

SECTION II I TIME OF PERFORMANCE

The Contract Period will start on January 4, 2016 and will extend for five (5) years ending on January 3, 2021. 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 Contract Supervisor until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more

than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation or City Council approval, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V COMPENSATION

This is a unit price contract to be paid by the City to the Contractor in the amount of \$245.00 per mile for locations identified as Area "B" on Attachment "A" and is approximately 465.83 miles, attached hereto and made a part of this contract, plus a one-time ten-dollar (\$10.00) payment for the Indemnification Fee as provided in Section VIII herein. The intent of the City is to have the Contractor perform the scope of work for the entire area as identified as area "A: six (s) rotations per year. One (1) rotation at the unit price of \$245.00 per mile for 465.83 is \$114,128.35.

Contractor VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be set as per rotation. The account will also have limits as per the MCC code. Reasonable total invoice amounts will be as per one (1) complete rotation. . The ghost account will be entered with the proper expense codes.
2. The contractor will send the Contract Supervisor by the 1st of each month an estimate of work and materials that will be accomplished by the 25th of the same month. This estimated amount shall be \$82,303.19 for one full rotation.
3. The Contract Supervisor will approve the estimated work and materials request by the 5th of the same month. The Contract Supervisor is signing and agreeing that the labor and material estimates are reasonable and feasible as to being completed by the 25th of the same month.
4. The contractor after receipt of approval to charge from the Contract Supervisor will then place the estimated payment request on the ghost account established for the project. The contractor may not place the charge on the ghost account until the 5th of each month. Under no circumstances will the card be used between the 1st and 4th of the month.

5. The contractor will send the standard pay application with all required documents as per the contract to the Contract Supervisor by the 25th of each month. The pay application number should match the previously submitted pay estimate number for the same work period.
6. The Contract Supervisor will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The Contract Supervisor will sign the pay application and is verifying that it is correct and payment by the City is authorized. This is the payment request that will authorize the City to pay the bank provider-Bank of America.
7. The Contract Supervisor will have the signed payment request documents no later than the 8th of each month to the Department Card processor and to the Procurement Management Department (PMD) no later than the 10th of the month.
8. The Contract Supervisor will mark any invoice that should not be paid and provide explanation and send to PMD.
9. PMD will balance statement and issue all dispute items.
10. PMD will produce summary sheet and send all documentation to Finance for payment.

Pay Estimate does not Equal Pay Request

The City will allow up to 15% of the estimated work not to be completed by the 25th of the month and still approve the pay request. However, the contractor on the 5th of the following month must indicate the adjustment amount as a credit on a separate invoice included in the estimated pay request.

Over estimates of 15% for three consecutive months will be considered abuse. The Contract Supervisor will be responsible for establishing the correct estimated amounts in the following months.

If there is an act of God or extenuating circumstances that the contractor has no control over, the Contract Supervisor will approve the overpayment. However, the contractor on the 5th of the following month must indicate the adjustment amount as a credit on a separate invoice included in the estimated pay request.

If during the month the Contract Supervisor determine that the estimated pay request amount can not be reached by more than 15% and it is due to the performance of the contractor, a credit must be issued. The contractor as soon as possible and no later than the 1st of the month, will place a credit for the entire amount of work and materials that will not be completed on the ghost account. This credit will be issued on the ghost account for the full amount.

All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number. Final Release of liens shall be submitted with each invoice is applicable.

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-All Items.

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at <http://www.bls.gov/cpi/home.htm>

CPI-U Calculation Example

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

**SECTION VI
WORK CHANGES**

The City reserves the right to order 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 VII CONFORMANCE WITH E-BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

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

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include

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

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents for Contract #20150125, Swale Liner Maintenance Area B, 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 contractor'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 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

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 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 Sub-Contractor, 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 COMPLIANCE WITH LAWS

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

SECTION XII CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. 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 Contract supervisor 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 Contract supervisor 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 Contract supervisor 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 Contract supervisor. Such examination, inspection, or tests made by the Contract supervisor, 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 Contract Supervisor, or his designee. The Contract Supervisor, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

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

Defective Work - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the contractor(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 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 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 – N/a

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.

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.

Omissions - The Contractor 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.

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.

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

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

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

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

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 contractor to perform Contractor Quality Control when the contractor 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 contractor for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed contractor 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 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).

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 - 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.

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.

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.

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

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 Contract supervisor at the direction of the City.
- C. The Contractor(s) causes conditions considered unfavorable for continuing the work

Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

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.

**SECTION XVIII
TRUTH-IN-NEGOTIATIONS**

“Not Applicable”

**SECTION XIV
CONFLICT OF INTEREST**

“Not Applicable”

**SECTION XX
PROHIBITION AGAINST CONTINGENT FEES**

“Not Applicable”

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

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

By: _____
(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

(s/he)

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

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

E-BID #20150125
E- BID TABULATION REPORT
Swale Liner Maintenance - Area B
Opened October 19, 2015 at 3:00 PM

Line Item No.	Service	DeAngelo Brothers, LLC	JSM Services, Inc.	Sampson Tree Service Company	T & M Lawn-Fence Service	Tri-Brothers Tree & Landscaping, Inc.
1	Swale Liner Maintenance - Cost Per Mile	\$250.00	\$325.00	\$315.00	\$160.00	\$250.00
	Area A Estimated 465.83 Miles - Per Rotation Cost	\$116,457.50	\$151,394.75	\$146,736.45	\$74,532.80	\$116,457.50
2	Area A Estimated Annual Cost (6 Rotations Annually)	\$698,745.00	\$908,368.50	\$880,418.70	\$447,196.80	\$698,745.00
1	Submitted the Bid Reply	Yes	Yes	Yes	Yes	Yes
2	Acknowledged all Addenda	Yes	Yes	Yes	Yes	Yes
3	Submitted Original Bid Bond	Yes	Yes	Yes	Yes	No
4	Submitted Certificate of Insurance	Yes	Yes	Yes	Yes	Yes
5	Submitted all Required Forms	Yes	Yes	Yes	Yes	Yes
6	Submitted Licenses to Perform Work	Yes	Yes	Yes	Yes	Yes
7	Accepts Visa	Yes	No	Yes	Yes	Yes
8	Discount using Visa	2%	0	0	1%	0
9	Estimated Time to Complete One Cycle of Drainage Swale Maintenance	60 Days	60 Calendar Days	2 Months	30 Days	8 Weeks
	Per mile with Visa Discount	\$245.00				
	Per rotation	\$114,128.35				
	6 rotations	\$684,770.10				

**Bid Reply Sheet
E-Bid #20150125
Swale Liner Maintenance-Area B**

1. **COMPANY NAME:** De Angelo Brothers, LLC
 DIVISION OF: _____
 PHYSICAL ADDRESS: 851 W. 13 Court
 MAILING ADDRESS: same
 CITY, STATE, ZIP CODE: Riviera Beach, FL 33404
 TELEPHONE NUMBER: (661) 881-1291 FAX NO. (661) 881-1293
 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, in 1985 - Pennsylvania
converted to a Limited Liability Company on 2/21/14

Paul D. DeAngelo
 President

 Vice President
Neal A. DeAngelo
 Treasurer

How long in present business: 30 yrs how long at present location: 5 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? _____

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

Addendum Number	Date Issued
1	9/29/15
2	10/6/15
3	10/15/15
4	10/15/15

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

BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: 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	\$250.00	\$698,745.00

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 2.11 of the specifications:

Manufacturer	Part No.
<u>Please see attached list of available equipment</u>	

6. **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.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City

reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

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

9. **CERTIFICATION**

I, (print) Tedd 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.

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

Tedd A. Kenny Signature Business Manager 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)



**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 E-Bid #20150125 Swale Liner Maintenance – Area B.

DATED this 14th day of October, 2015.



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 E-Bid #20150125 Swale Liner Maintenance – Area B.

DATED this 14th day of October, 2015.



PAUL D. DeANGELO
Manager



NEAL A. DeANGELO
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

QUESTIONNAIRE

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

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

Dated at 851 W. 13 Ct. Riviera Beach, FL 33404, this 16 day of Oct., 2015
(Location)

Name of Organization/Contractor: DeAngelo Brothers, LLC

By: Tedd Kenny Business Manager
Name and Title

- 1. Corporation, Partnership, Joint Venture, Individual or other? Limited Liability Company
- 2. Firm's name and main office address, telephone and fax numbers.

Name: DeAngelo Brothers, LLC

Address: 100 N. Conahan Drive
Hazleton, PA 18201

Telephone Number: (570) 459-1112

Fax Number: (570) 459-0321

- 3. Contact person: Tedd Kenny, Business Manager, (561) 881-1291
- 4. Firm's previous names (if any). DeAngelo Brothers, Inc.
- 5. How many years has your organization been in business? 30
- 6. Area of expertise: Vegetation Management
- 7. List three (3) swale liner maintenance contracts or contracts similar (requiring edging and extensive removal of debris and weeds using equipment) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do Not use the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Countywide Vegetation Management Contract

Description: Exotic vegetation control by herbicide treatment,

small machine mowing, weedeating ROW areas / stormwater ponds

Location: St. Lucie County

Client Name, Email and Phone Number: St. Lucie County
Jim Beams, beamsje@stlucieco.org

Value of Total Contract: \$100,000.00 annually 772-462-2511

Number of Change Orders: -

Value of Change Orders: -

Project Number 2

Project Name: Landscape Maintenance of Stormwater Ret. Ponds

Description: Mowing, weedeating, trash/debris removal, herbicide treatment

Location: Palm Beach County

Client Name, Email and Phone Number: Palm Beach County Road & Bridge
Craig Lloyd, clloyd@pbcgov.org, 561-233-3960

Value of Total Contract: \$22,100.88 annually

Number of Change Orders: -

Value of Change Orders: -

Project Number 3

Project Name: District Six Mowing

Description: Mowing, weedeating, trash/debris removal within Miami-Dade
highways

Location: Miami-Dade County

Client Name, Email and Phone Number: Florida Dept. of Transportation District 6
Leonard Salazar, 305-470-5498
Leonard.Salazar@dot.state.fl.us

Value of Total Contract: \$1,000,000.00

Number of Change Orders: -

Value of Change Orders: -

- 8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

none

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

(Insert additional lines if necessary.)

- 11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

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.

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

This crew will be dedicated to the project and will not be used on any other project

Yes () No ()

If yes, please explain:

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

Please see attached

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

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

None

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

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

Please see attached

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

- 16. Is the firm claiming Local Preference under City Ordinance 35.12? () Yes () No

Balance of page left intentionally

DeAngelo Brothers, LLC
Current Projects

- Job Title:** **Countywide Vegetation Management Contract**
Owner / Owner's Rep: St. Lucie County, 2300 Virginia Ave., Ft. Pierce, Florida. 34982-5652
Work Performed: Weed and Brush control on County owned Right of Ways
Scope of Work: Exotic vegetation control by herbicide treatment; Small Machine mowing along ROW areas/stormwater ponds
- Project Total:** \$100,000.00 annually
Phone #: 772-462-2511 Fax: (772) 462-2363
Contact: Jim Beams
E-mail: beamsj@stlucieco.gov
- Job Title:** **Landscape Maintenance of Stormwater Retention Ponds**
Owner / Owner's Rep: Palm Beach County, 2555 Vista Parkway, West Palm Beach, FL 33411-2757
Work Performed: Mowing, weedeating, trash/debris removal, herbicide maintenance of ponds
Scope of Work: Retention/detention pond maintenance
Project Total: \$22,100.88 annually
Phone #: (561) 233-3960
Contact: Craig Lloyd
E-mail: clloyd@pbccgov.org
- Job Title:** **Exotic/Nuisance Species Control and Mitigation Monitoring**
Owner / Owner's Rep: Miami Dade Solid Waste Authority, 2525 NW 62nd St. DSWM 5th Floor, Miami, FL 33166
Work Performed: Exotic/Nuisance control, wetland planting and Monitoring of wetland sites
Scope of Work: Control of weeds and vegetation by herbicide application
Project Total: \$72,923.00
Phone #: (305) 514-6671
Contact: Steve Christensen
E-mail: hnqrnl@miamidade.gov
- Job Title:** **Maintenance of Exotic and Invasive Plant Species within all Wetland, Upland, and Preserve Areas**
Owner / Owner's Rep: Rivendell Community Association
Work Performed: Herbicide application targeting exotic and invasive plants
Scope of Work: Maintenance herbicide treatments to control FEPPC Category I exotic, nuisance, and invasive plants
Project Total: \$42,000.00 annually
Phone #: 941-918-0891
Contact: Shannon Banks
E-mail: shannonbanks@mamt.tv
- Job Title:** **Wetlands Management of Sawgrass Sanctuary Park**
Owner / Owner's Rep: City of Sunrise, 10770 W. Oakland Park Blvd. Sunrise, FL 33351-6899
Work Performed: Exotic/nuisance vegetation control within Sancutary Park
Scope of Work: Herbicide treatment of exotic and nuisance vegetation
Project Total: \$2,400.00 annually
Phone #: (954) 747-4600
Contact: Steven Kane
E-mail: skane@cityofsunrise.org
- Job Title:** **Nuisance/Exotic Maintenance of Wetland at Parcel D at Ft. Lauderdale Executive Airport**
Owner / Owner's Rep: City of Fort Lauderdale, 6000 NW 21st Ave., Ft. Lauderdale, FL 33309
Work Performed: Herbicide application to control nuisance and exotic vegetation growth
Scope of Work: Control of nuisance/exotic vegetation in Wetland at Parcel D at Ft. Lauderdale Executive Airport
Project Total: \$15,900.00 annually
Phone #: (954) 828-4972
Contact: Sharon Dreesen
E-mail: rewell@fortlauderdale.gov

DeAngelo Brothers, LLC

Current Projects

Job Title: Nuisance/Exotic Vegetation Control

Owner / Owner's Rep: The River Club HOA, c/o Terra Management Services, Inc., 4809 Erlich Road, Suite 105, Tampa, FL 33624

Work Performed: Herbicide application and removal of nuisance and exotic vegetation within mitigated areas of lakes
Scope of Work: Control of nuisance/exotic vegetation within mitigated areas of homeowner's lakes
Project Total: \$57,600.00 Annually
Phone #: (941) 359-1134
Contact: Nancy Brooking
E-mail: nbrooking@terramanagers.com

Job Title: Phase 2 and 3 Wetland Mitigation Cypress Creek Restoration and Enhancement Part A

Owner / Owner's Rep: Waste Management, Okeechobee Landfill, Inc., 10800 NE 128th Ave., Okeechobee, FL 34972

Work Performed: Herbicide application to control nuisance and exotic vegetation growth in mitigated areas
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$600,000.00
Phone #: (863) 357-0824
Contact: Charles Orcutt
E-mail: corcutt@wm.com

Job Title: Mitigation Maintenance

Owner / Owner's Rep: Pelican Pointe Golf and Country Club

Work Performed: Herbicide application targeting exotic and nuisance vegetation in mitigated areas
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$14,400.00 annually
Phone #: (941) 525-6080
Contact: Mike Loftus
E-mail: loftusmh@hotmail.com

Job Title: Preserve Maintenance

Owner / Owner's Rep: Florida Atlantic University, 777 Glades Road, CO Bldg. 69, Rm. 103B, Boca Raton, FL 33431

Work Performed: Herbicide application targeting exotic and nuisance vegetation in preserve areas
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$28,333.50
Phone #: (561) 297-0425
Contact: Azita Dotiwala
E-mail: dashtaki@fau.edu

Job Title: Preserve Maintenance

Owner / Owner's Rep: City of Coconut Creek, 4800 Copans Road, Coconut Creek, FL 33063

Work Performed: Herbicide application targeting exotic and nuisance vegetation in preserve areas
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$30,408.00 annually
Phone #: (954) 545-6614
Contact: Brian Rosen
E-mail: brosen@coconutcreek.gov

Job Title: Withlacoochee Wetland Mitigation Vegetation Management

Owner / Owner's Rep: Creative Wetlands, Inc., PO Box 889, Bradenton, FL 34206

Work Performed: Herbicide application targeting exotic and nuisance vegetation in mitigated wetland and upland areas
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$96,090.00 annually
Phone #: (941) 747-9888
Contact: Jim Henslick
E-mail: cwetlands@verizon.net

Job Title: Mitigation Maintenance

Owner / Owner's Rep: Bass Pro Shops, 200 Gulfstream Way, Dania, FL 33004

Work Performed: Herbicide application targeting exotic and nuisance vegetation in mitigated areas
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$3,952.00 annually
Phone #: (417) 873-5251
Contact: Dan Hoy
E-mail: dhoy@basspro.com

DeAngelo Brothers, LLC

Current Projects

Job Title: Invasive/Exotic Vegetation Management for Natural Resources Watershed Management County-wide
Owner / Owner's Rep: Brevard County, Natural Resources Dept., 2725 Judge Fran Jamieson Way, Viera, FL 32940
Work Performed: Herbicide application targeting exotic and nuisance vegetation in stormwater management areas
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$57,093.31
Phone #: 321-633-2016 Ex 52438
Contact: Susan Gosselin
E-mail: Susan.Gosselin@brevardcounty.us

Job Title: Preserve Maintenance
Owner / Owner's Rep: School District of Palm Beach County, Environmental & Conservation Services, 1400 N. Mango Rd., West Palm Beach, FL 33409
Work Performed: Herbicide application targeting exotic and nuisance vegetation in preserve areas
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$14,400.00 annually
Phone #: (561) 684-5142
Contact: Anne Meador
E-mail: anne.meador@palmbeachschools.org

Job Title: Exotics & Nuisance Species Cleanup
Owner / Owner's Rep: Martin County Utilities & Solid Waste, Jensen Beach Plant, 3100 NW Hillman Dr., Stuart, FL 34957
Work Performed: Exotics & Nuisance Species control within the wetlands area of landfills
Scope of Work: Nuisance and exotic vegetation control
Project Total: \$14,962.00 annually
Phone #: (772) 463-6294
Contact: Todd Leyland
E-mail: tleyland@martin.fl.us

Number 13:

Pennsylvania Electric Company d/b/a Penelec vs. DeAngelo Brothers, Inc.

Case No. 2010 gn 1273
In the Court of Common Pleas
Blair County, Pennsylvania

Singleton vs. KCSR/Harborth/DeAngelo Brothers, Inc.

Case No. 429-03638-2011
In the 429th District Court, McKinney, Florida

Webb vs. DeAngelo Brothers, Inc.

Case No. 2012-CA-01273b
In the Circuit Court for the 4th Judicial Circuit
Duval County, Florida
Status: Resolved

Pacific Agra Farms. vs. DeAngelo Brothers, Inc.

Case No. 122008567
In the Superior Court of Washington in and for
The County of Walla Walla
Status: Resolved

Castro, et al. v DeAngelo Brothers, Inc., et al.

Case No. 502006CA6448
In the Circuit Court for the 15th Judicial Circuit,
Palm Beach County, Florida
Status: Resolved

Colony National Insurance Co. vs. DeAngelo Brothers, Inc., et al.

Case No. 3:13-CV-401
In the United States District Court for the Middle District of Pennsylvania

United Pacific Railroad Company v. Colony National Insurance Co. and DeAngelo Brothers, Inc.

Case No. 8:13-CV-00084
In the United States District Court for Nebraska
Status of both: Active

Alligare, LLC v. DeAngelo Brothers, Inc.

Case No. 3:13-CV-902WHA
In the United States District Court for the Middle District of Alabama
Opelika Division
Status: Resolved

Liberty Mutual Insurance Company a/s/o Michele Simon vs. DeAngelo Brothers Inc., Christopher Yanac, Joseph Cambarreri and Diane Hammond

Index No. 2013/337

State of New York Supreme Court of Delaware

Status: Resolved

John Niece and Rebecca Niece vs. DeAngelo Brothers, Inc. and Leon Laferriere

Case No. 13-CA-000349

In the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida

Status: Resolved

Mario Francisco Roblero-Gonzalez and Dolores Perez De Roblero vs. Shawn Gibson, DeAngelo Brothers, Inc. d/b/a Aquagenix

Case No. 50 2013 CA 0011016

In the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida

Work First/Gonzalez vs. DeAngelo Brothers, Inc.

The Fifteenth Judicial Circuit for Palm Beach County, Florida

Case No. 2012-CA-017060XXXXMB

Status of both: Resolved

Neu Gold, LP v. Deangelo Brothers, Inc. and the Union Pacific Railroad

Case No. PSC 1400776

In the Superior Court of California, County of Riverside

Status: Active

Fell v. DeAngelo Brothers, Inc.

In the Supreme Court of the Commonwealth of Pennsylvania

Case Number 2013-CV-7411

Status: Active

William Chirgwin v. DeAngelo Brothers, Inc., Steve Davis, Jason Southall and Cabell Huntington Hospital

Case No. 14-C-389

In the Circuit Court of Cabell County, West Virginia

Status: Active

DeAngelo Brothers, Inc. vs. Dysart Taylor

Case No. 0916-CV-15267

Jackson County, MO

Status: Resolved

DeAngelo Brothers, Inc. vs. John Stone

Case No. 2013-01873

In the Court of Common Pleas of Luzerne County, Pennsylvania

Status: Resolved

DeAngelo Brothers, LLC vs. James F. Reischman

No. 2015-00388

In the Court of Common Pleas of Luzerne County

Status: Resolved

**DeAngelo Brothers, LLC formerly known as DeAngelo Brothers, Inc.
vs. Steve J. Davis**

No. 2015-03185

In the Court of Common Pleas of Luzerne County

Status: Resolved

Hays v. Acosta/DeAngelo Brothers, Inc.

In the District Court of Saline County, Kansas

Case Number 2012-TR-2409

Status: Resolved

**DeAngelo Brothers, LLC f/k/a DeAngelo Brothers, Inc.
t/a DBi Services vs. American Alternative Fuel, LLC**

Civil Action No. 3:14-CV-2314

In the United States District Court for the Middle District of Pennsylvania

Status: Active

Kevin Billy v. Greyhound Lines, Inc. et al v. DeAngelo Brothers, Inc.

Case No. CIV-13-1283-D

In the United States District Court for the Western District of Oklahoma

Status: Active

Nguygen vs. DeAngelo Brothers, Inc.

Case No. 2013-322604

In the 269th Judicial District Court for Harris County, Texas

Status: Resolved

Hartford Casualty Insurance Company vs. DeAngelo Brothers, Inc.

Case No. 17037 of 2010
In the Court of Common Pleas
Luzerne County, Pennsylvania
Status: Resolved

Florin v DeAngelo Brothers, Inc., et al.

Case No. 2007CA9549
In the Circuit Court for the 15th Judicial Circuit,
Palm Beach County, Florida
Status: Resolved

Rodoni vs. DeAngelo Brothers, Inc.

Case No. CV12-03613 HRL
In the United States District Court Northern District of California
Status: Resolved

Number 15:

Paul DeAngelo, one of the shareholders of DeAngelo Brothers, Inc. and one of the members of DBi Services, LLC, entered a guilty plea in 1992 for a violation of 21 U.S.C. §841 (the Controlled Substances Act) at Docket Number 3:92-CR-0045 in the United States District Court for the Middle District of Pennsylvania related to conduct which occurred in the 1980's. Mr. DeAngelo accepted the consequences of his conduct and was discharged from supervised release related to this matter in May of 1999.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2014

Page 1 of 2

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 Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED DeAngelo Brothers, LLC f/k/a DeAngelo Brothers, Inc. 100 North Conahan Drive Hazleton, PA 18201	INSURER A: ACE American Insurance Company		22667-006
	INSURER B: American Guarantee & Liability Insurance		26247-005
	INSURER C: Steadfast Insurance Company		26387-003
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 22307370

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HDO G24555616	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H08877336	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$			AUC 982665403	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C47147736	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			EOC583454002	11/1/2014	11/1/2015	\$5,000,000 Each Claim \$5,000,000 Aggregate

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance .	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

Coll:4552005 Tpl:1880051 Cert:22307370 © 1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED DeAngelo Brothers, LLC f/k/a DeAngelo Brothers, Inc. 100 North Conahan Drive Hazleton, PA 18201	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Contractor's Pollution
 Carrier: AIG Specialty Insurance Company
 Policy Number: CPL 17082054
 Policy Period: 11/1/2014 - 11/1/2015
 Limits: \$3,500,000 Each Claim
 \$7,000,000 Aggregate
 \$ 50,000 SIR Per Loss

Inland Marine
 Carrier: Federal Insurance Company
 Policy Number: 6615270
 Policy Period: 11/1/2014 - 11/1/2015
 Limit: \$500,000 Leased/Loaned/Rented Equipment Per Item Limit

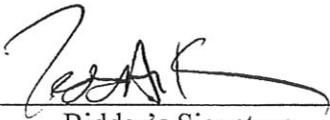
DRUG-FREE WORKPLACE FORM

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

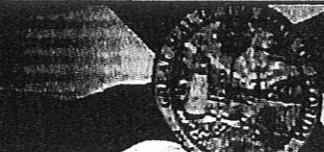
DeAngelo Brothers, LLC does:
(Name of Business)

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
Tedd A. Kenny
Date: 10/16/15

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Limited Liability Company**

DEANGELO BROTHERS, LLC

Filing Information

Document Number	M14000004269
FEI/EIN Number	232332783
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Principal Address100 NORTH CONAHAN DRIVE
HAZLETON, PA 18201**Mailing Address**100 NORTH CONAHAN DRIVE
HAZLETON, PA 18201**Registered Agent Name & Address**CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**Authorized Person(s) Detail****Name & Address**

Title MGR

DEANGELO, PAUL D
100 NORTH CONAHAN DRIVE
HAZLETON, PA 18201

Title MGR

DEANGELO, NEAL A
100 NORTH CONAHAN DRIVE
HAZLETON, PA 18201**Annual Reports**

Report Year	Filed Date
2015	03/23/2015



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****
 851 W 13TH CT
 RIVIERA BEACH, FL 33404-6729

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0067 PLANT MAINTENANCE	DEANGELO BROTHERS INC		U15.764520 - 09/23/15	\$99.00	B40149285

This document is valid only when receipted by the Tax Collector's Office.

B3 - 122

AQUAGENIX
 DEANGELO BROTHERS LLC
 851 W 13TH CT ST
 RIVIERA BEACH, FL 33404-6729



**STATE OF FLORIDA
 PALM BEACH COUNTY
 2015/2016 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201012263
 EXPIRES: SEPTEMBER 30, 2016**

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.

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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>S</u> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 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.

Social security number									
			-			-			
or									
Employer identification number									
2	3	-	2	3	3	2	7	8	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.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶

Date ▶ 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:

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

 **AIA** Document A310™ – 2010

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)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

OWNER:

(Name, legal status and address)

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

BOND AMOUNT: Five Hundred Dollars and .00/100

PROJECT:

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

Swale Liner Maintenance – Area B
E-Bid#20150125

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:

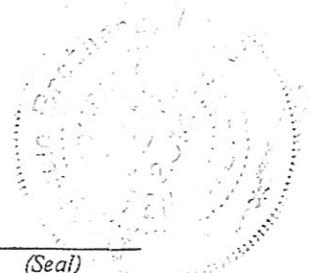
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should 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.

Init.

Signed and sealed this 16th day of October, 2015.



Cleann Rancart
(Witness)

DeAngelo Brothers, LLC
(Contractor as Principal) (Seal)

[Signature]
(Title) Secretary

RLI Insurance Company
(Surety) (Seal)

Kelsoy L. Prentice
(Witness) Kelsoy L. Prentice

[Signature]
(Title) Jennifer A. Gohn, Attorney-in-Fact

Int.



RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Timothy C. Hoagland, Brent D. Headley, Joseph A. Kotula, Kitty A. Cassell, Jennifer A. Gohn, Kelsey L. Prentice, jointly or severally

in the City of Mechanicsburg, State of Pennsylvania its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 15th day of July, 2015.



RLI Insurance Company

By: B. W. Davis
 Barton W. Davis Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 15th day of July, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 16 day of October, 2015.

By: Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: B. W. Davis
 Barton W. Davis Vice President





"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 [Handwritten Signature]
 Printed Name and Title Tedd A. Kenny, Business Manager
 Date 10/16/15

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 #20150125
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
- Reference Information completed and included in file uploaded to Demandstar
- Each Bid Addendum (when issued) is acknowledged on the Questionnaire
- 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

BID ADDENDUM # 1
BID # 20150125
Addendum Date: September 29, 2015

Bid Name: Swale Liner Maintenance – Area B

Questions and answers received to date regarding the above referenced bid:

Q) Please identify the type and thickness of liner material.

A) The City supplied liner is a ¼ piece of 12' corrugated plastic pipe, approximately one inch thick.

Q) Please clarify the requirement for performance bond; it states 100% of the contract price. Would that be for the entire five years or 100% of the annual price?

A) The performance bond required is for 100% of the annual contract price.

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 ADDENDUM # 2
BID # 20150125
Addendum Date: October 6, 2015

Bid Name: Swale Liner Maintenance – Area B

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

1. A ONE-TIME site visit will be held on Friday, October 9th at 9:00am. Interested parties should meet at the following location:

1961 SW Americana Street
Port St Lucie, FL 34953

Bid requirements, specifically repair of swale liner, will be discussed.

2. Section 4.2, Payment and Performance Bonds - language in the last paragraph has been changed to: 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. This amount was reduced from \$50,000 to \$25,000.

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 Addendum #3

SITE VISIT AGENDA

E-Bid #'s: 20150124 and 20150125
Swale Liner Maintenance
Site Visit: 1961 Americana Street
October 9, 2015 @ 9:00 AM

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid closing date is October 16, 2015 at 3:00 p.m.

All Bids are to be submitted electronically via DemandStar no later than 3:00 pm on October 16, 2015.

4. Review of Bid requirements: 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 the bid specifications.
5. No questions will be answered during this time. All questions should be submitted to Brenda Leo at bleo@cityofpsl.com. An addendum will be issued to answer any questions.
6. Turn over to: Vincent Hill, Public Works Department for site visit.
7. Crew demonstrated how the swale liners are cleaned and repaired.
8. Adjourn.

BID ADDENDUM # 4
BID # 20150125
Addendum Date: October 15, 2015

Bid Name: Swale Liner Maintenance – Area B

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

1. The Bid Opening Date and Time has been changed to Monday, October 19th, 2015 at 3:00PM.
2. Page 15 of 44 of the Bid Specifications, Section 5.6 should read: Bidders List of all equipment expected to utilize in execution of work, as required in Section 1.5 of the specifications."

NOTE: The bid opening date HAS been changed.

Instructions to Bidder:

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

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: 20150124 & 20150125

Title: Swale Liner Maintenance – Areas A & B

Bidder/Respondent: DeAngelo Brothers, LLC

Reference: Palm Beach County Road & Bridge – Landscape Maint. Of Stormwater Retention Ponds

Email: clloyd@pbcgov.org Telephone #: 561-233-3960

Person to contact: Craig Lloyd

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. Aquatic Strip Application Retention/Detention pond Maintenance (mowing and spraying)

Were the services completed on time? Varies

Did the services provided meet your requirements? yes

What were/are the project effective dates? yearly contract Total Value of Contract? \$55,000.00 +

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	<u>8</u>	Final Product	<u>9</u>
Qualifications	<u>8</u>	Cooperation	<u>9</u>
Budget Control	<u>?</u>	Reliability	<u>8</u>
Adherence to Schedule	<u>6</u>		

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

20150124 & 20150125-97

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: 20150124 & 20150125

Title: Swale Liner Maintenance – Areas A & B

Bidder/Respondent: DeAngelo Brothers, LLC

Reference: FL Dept. of Transportation - Miami-Dade County – District Six Mowing

Email: leonard.salazar@dot.state.fl.us Telephone #: 305-470-5498

Person to contact: Leonard Salazar

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. Dot vast scope
Landscaping - Safety - Inspections etc

Were the services completed on time? Performance base project

Did the services provided meet your requirements? Meets the goals of DOT

What were/are the project effective dates? Varies Total Value of Contract? To many

What problems were encountered (claims)? There are always complaints - Miami Dade area but they meet requirements

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

Professionalism <u>9</u>	Final Product <u>9</u>
Qualifications <u>9</u>	Cooperation <u>9</u>
Budget Control <u>Varies</u>	Reliability <u>9</u>
Adherence to Schedule <u>Varies</u>	

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

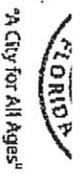
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

772-871-5223

REFERENCE CHECK FORM



Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20150124 & 20150125

Title: Swale Liner Maintenance - Areas A & B

Bidder/Respondent: DeAngelo Brothers, LLC

Reference: St. Lucie County - Countywide Vegetation Management

Email: beamsj@stlucieco.org Telephone #: 772-462-2511

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: Pond maintenance, mowing, weeding, vegetation control

Were the services completed on time? Yes

Did the services provided meet your requirements? Yes

What were/are the project effective dates? 10-1 - 9-30 Total Value of Contract? 80,000.00

What problems were encountered (claims)? NO Problems

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

Professionalism	<u>10</u>	Final Product	<u>9</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>9</u>	Reliability	<u>9</u>
Adherence to Schedule	<u>9</u>		

Would you contract with this Contractor again? Yes No Maybe

Comments:



October 28, 2015

Brenda Leo, Buyer
Procurement Management Department
City of Port St. Lucie

RE: EBID-20150125-0-2015/BLL Swale B

VIA: EMAIL

Dear Ms. Brenda Leo,

Attached you will find our submission of Business Plan for the project listed above. The Business plan methodology applies to both projects.

Business Plan:

DBI will provide the necessary crew or crews to systematically sweep the entire contract area during a 60 day cycle period.

A crew will consist of three pickup trucks with trailers, 2 utility vehicle, handheld edgers, back pack blower(s), shovels, hammers and misc. supplies to repair the liner and ten (10) technicians.

Crew will begin working in a systematic manner to clean all swale areas within the contracted area during the sixty cycle. Crew schedule will be to work Monday thru Friday with Saturday as a makeup day for rain/weather. A crew supervisor will be onsite with crew during the entire work day, with the exception of leaving to get supplies and or to make repairs.

It is our estimate that each crew will be able to edge, clean, repair and blow a total of fifteen miles per day. Should a single crew not be able to hit that production time, a second crew will be added to the project to supplement and meet goals and time frames for completion.

Methodology:

For Swale B, DBI will provide 10 technicians and will work both sides of the street at the same time.

(1) Supervisor to drive the Utility Vehicle along side the crew to assist and pickup debris

(2) Two technicians to do side 1 of the street to edge the liner

(2) Two technicians to do side 2 of the street to edge the liner

(2) One technician will follow the crew on side 1 and One technician on side 2 with a shovel to clean off excess debris/sediment and shovel debris into Utility vehicle (driven by crew supervisor)

(1) One technician will inspect the liner, remove sediment, pull up liner as needed, shovel the underlayment so the liner lays flat and reset liner. If more than 20' is damaged, picture will be taken, the address noted and report submitted to the city for repairs.

(2) The last members of the crew will bring up the rear of the assembly line operation with a shovel and blower. These technicians will shovel any excess sediment/debris and blow off the rest to complete the cycle. One technician with crew on Side 1 and one technician on Side 2

Please review the attached information and contact us if you have any questions.

Sincerely,

Tedd A. Kenny

Tedd A. Kenny
Business Development Manager
Stormwater Inspector/ISA Certified Arborist

Cheryl Shanaberger

From: John Dunton
Sent: Thursday, November 19, 2015 1:47 PM
To: 'Tedd Kenny'
Cc: Brenda Leo; Roger Vick; Bobby Van Saun; Suzanne Metzger; Cheryl Shanaberger; Mike Ellman; Vincent Hill
Subject: RE: DeAngelo Brothers, LLC

Affirmative.

From: Tedd Kenny [mailto:tedd.kenny@dbiservices.com]
Sent: Thursday, November 19, 2015 1:25 PM
To: John Dunton
Cc: Brenda Leo; Roger Vick; Bobby Van Saun; Suzanne Metzger
Subject: Re: DeAngelo Brothers, LLC

I wanted to specify one thing that we talked about in our face-to-face interview that is not written anywhere. DBI plans on working five days per week/10 hours per day.

This factor should offset/compensate somewhat since we have overtime built into our workplan. Otherwise, we would need to keep 15 to 20 people working on the project for a 40 hour schedule.

Please accept this as an amendment to our business plan.

From Tedd Kenny's iPhone

On Nov 19, 2015, at 1:11 PM, John Dunton <JDunton@cityofpsl.com> wrote:

What if you need more than 16 people to stay on schedule?

Sent from my iPhone

On Nov 19, 2015, at 12:56 PM, "Tedd Kenny" <tedd.kenny@dbiservices.com> wrote:

Good afternoon!

In reply to your phone inquiry, DBI currently is located in Riviera Beach, Florida. This is the office of the Environmental Services Division. This Division of DBI is responsible for several types of work including: Exotic Vegetation Control, Wetland Restoration and Planting, Landscape Maintenance and Installation, Mowing/Maintenance, Right of Way spraying (herbicide), to name a few.

The Environmental Services Division of DBI currently employs fourteen (14) foreman/working supervisors and over thirty (30) laborers. Many of these crews are already assigned to projects and current work load. Our immediate availability of personnel for this project is:

Project Manager available 20 hours per week to manage/oversee crews, attend site meetings, monitor crew progress, submit daily activity reports (DARs)
Supervisor a senior supervisor will be assigned to the project full time

Foreman two (2) full time Foreman/Supervisor will be assigned to the project
full time
Laborer twelve (12) laborers are available to be assigned

In the event that we need additional personnel, DBI has the means to add another Foremen with 3 additional laborers to the project.

Should DBI be awarded this project, it is our goal to have a business location within the city limits of PSL to support this project.

Tedd A. Kenny *Business Development Manager*

DBi Services 851 W 13th Court, Riviera Beach, FL . USA

Phone +1 561.881.1291 | Cell 561.718.6962 | Fax +1 561.881.1293

<image001.png> tedd.kenny@dbiservices.com | www.dbiservices.com



"A City for All Ages"

CITY OF PORT ST. LUCIE

E-Bid#20150125
(Electronic Bid)

Swale Liner Maintenance-Area B

Prepared By:
Brenda Leo, Buyer
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 October 16, 2015**. 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 – 44.
- E-Bid Reply Sheet #20150125 pages
- Attachments/Schedule:
 - Attachment A – City Map Areas A and B (1 page)
 - Attachment B – Area B Map (1 page)
 - Attachment C – Area B Section Maps (24 pages)
 - Schedule A – Area B Section Numbers and Liner Mileage (1 page)

Brenda Leo, Buyer
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, B, and C. 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.

The City will be issuing an additional E-Bid for identical swale maintenance services in Area B of the City. Areas "A" and "B" are identified in Attachment A of these bid specifications. 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 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 October 7, 2015 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 five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the 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 #20150125 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 Tie Bid Statement – 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 has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statutes, 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 Questionnaire/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.

- A. Request Bid Specifications, #20150125 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the Questionnaire/Bid Reply Sheet and E-Bid Specifications, and save to your hard drive, program is in Word/Excel 2007 Professional. Enter information requested on the applicable Forms.
- C. Electronically sign the Bid Reply where indicated.

1.9.1 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: E-Bid Reply Sheet for E-BID#20150125 from pages 21-23, Questionnaire, current Certificate of Insurance, Drug Free Workplace form, copy of license allowing you to do business in the State of Florida, 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 Questionnaire/Bid Reply Sheet (#3).
- B. Enter the total proposal amount from #5.3 of the Questionnaire/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 Questionnaire/E-Bid Reply Sheet will be resolved in favor of the Questionnaire/E-Bid Reply Sheet that is uploaded at the time of submittal.
- C. 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.
- D. **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. **Time of Award** - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

1.13 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 Questionnaire.

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

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

1.14 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 October 7, 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 Bnd 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 fifty thousand (50,000) 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.

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**Bid Reply Sheet
E-Bid #20150125
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? _____

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

Addendum Number	Date Issued

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

BID RESPONSE:

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

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

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 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 2.11 of the specifications:

Manufacturer	Part No.
_____	_____
_____	_____
_____	_____

6. 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.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City

reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

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

9. **CERTIFICATION**

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

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

Signature Title

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

(seal)

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QUESTIONNAIRE

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

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

Dated at _____, this ___ day of _____, 2015
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

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

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

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. Area of expertise: _____

7. List three (3) swale liner maintenance contracts or contracts similar (requiring edging and extensive removal of debris and weeds using equipment) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

Project Number 1

Project Name: _____

Description: _____

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 2

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

Project Number 3

Project Name:

Description:

Location:

Client Name, Email and Phone Number:

Value of Total Contract:

Number of Change Orders:

Value of Change Orders:

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

(Insert additional lines if necessary.)

11. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

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

Yes () No ()

If yes, please explain:

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

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

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

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

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

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

16. Is the firm claiming Local Preference under City Ordinance 35.12? () Yes () No

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Sample Contract
CITY OF PORT SAINT LUCIE
CONTRACT #20150125

This is a Lump Sum CONTRACT, executed this _____ day of _____ 2015, 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- #20150125 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, Buyer
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 I DESCRIPTION OF SERVICES

The Consultant shall provide services for Swale Liner Maintenance – Area Bs 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** -
 - 4.1 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.
 - 4.2 Selected Bidder shall edge the liner during each rotation.
 - 4.3 Selected Bidder shall weed eat along the liner if necessary.
 - 4.4 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.
 - 4.5 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.
 - 4.6 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. 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.

- 4.7 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.
- 4.8 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 II 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.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION III 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 IV 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 V
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 VI
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 VII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-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 VIII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of 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 IX COMPLIANCE WITH LAWS

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

SECTION X 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 XI 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 XII 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 XIII 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.

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

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor(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 installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

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.

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.

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.

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 XIV 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 XV 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 XVI 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 XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

Liquidated Damages 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.

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

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

- A. The Contractor(s) fails to comply with the Contract Documents.
- B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
- C. The Contractor(s) causes conditions considered unfavorable for continuing the work
Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately

preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

SECTION XVIII 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 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 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.

SECTION X ADDITIONAL REQUIREMENTS

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

Miscellaneous Testing – The Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Bidder 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 Bidder from other remedies.

City's Public Relations Image – The Bidder'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 Bidder 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/her designee.

Dress Code – All personnel in the employ of the selected Bidder(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 Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder 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 Bidder 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 bid 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. Bidder(s) 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 bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

Safety Data Sheets (SDS) – The Bidder 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.

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).

Bidder shall be required to complete a W-9 Taxpayer Identification Form upon notice of award.

City's Public Relations Image – Consultant'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 Selected Bidder involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

Cooperative Purchasing Agreement - This proposal 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. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

Damage to Property - The Selected Bidder 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 Selected Bidder, it shall be immediately restored to a condition equal or better to that existing before such damage or injury was done by Selected Bidder, and at Selected Bidders expense. The Selected Bidder'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 be also 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

Implied Warranty of Merchantability - Despite statements to the contrary, it is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

Warranty and Guarantee - All products furnished by the Selected Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Selected Bidder(s) to be free of defects in workmanship and material for a period of not less than 1 year; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

Repair or Replacement – Should any defect appear during this period, the Selected Bidder(s) shall, at their 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 30 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 Consultant as required by the Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in the Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

SECTION XI LICENSING

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

SECTION XII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected consultant will submit all proposals in compliance with the 28 C.F.R. § 35.151. Where ADA and Florida Building Codes do not agree the most stringent applies or ADA supersedes.

Material Safety Data Sheets – N/A

Safety Precautions - The Consultant shall erect and maintain all necessary safeguards for the protection of the Consultant's employees and subcontractors, City personnel, and the general public. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Consultant's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Consultant.

SECTION XIII ASSIGNMENT

Consultant shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV TERMINATION/SUSPENSION OF WORK

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City

may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable, jointly and severally to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant a thirty (30) days' notice in writing. Upon delivery of said notice the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder. In the event of termination, the Consultant will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder.

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, signed by the Contract Supervisor, to the Consultant. The Consultant shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, and is issued to the Consultant.

SECTION XV LAW AND VENUE

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

SECTION XVI APPROPRIATION APPROVAL

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

ENTIRE AGREEMENT XVII

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

SECTION XVIII TRUTH-IN-NEGOTIATIONS

"Not Applicable"

SECTION XIX 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 XX
PROHIBITION AGAINST CONTINGENT FEES**

N/A

(Balance of page intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: DO NOT EXECUTE - SAMPLE ONLY
(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2015.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date:



"A City for All Ages"

VENDOR CODE OF ETHICS

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

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Bidder _____
 Signature _____
 Printed Name and Title _____
 Date _____

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

CHECKLIST
E-BID #20150125
Swale Liner Maintenance-Area B

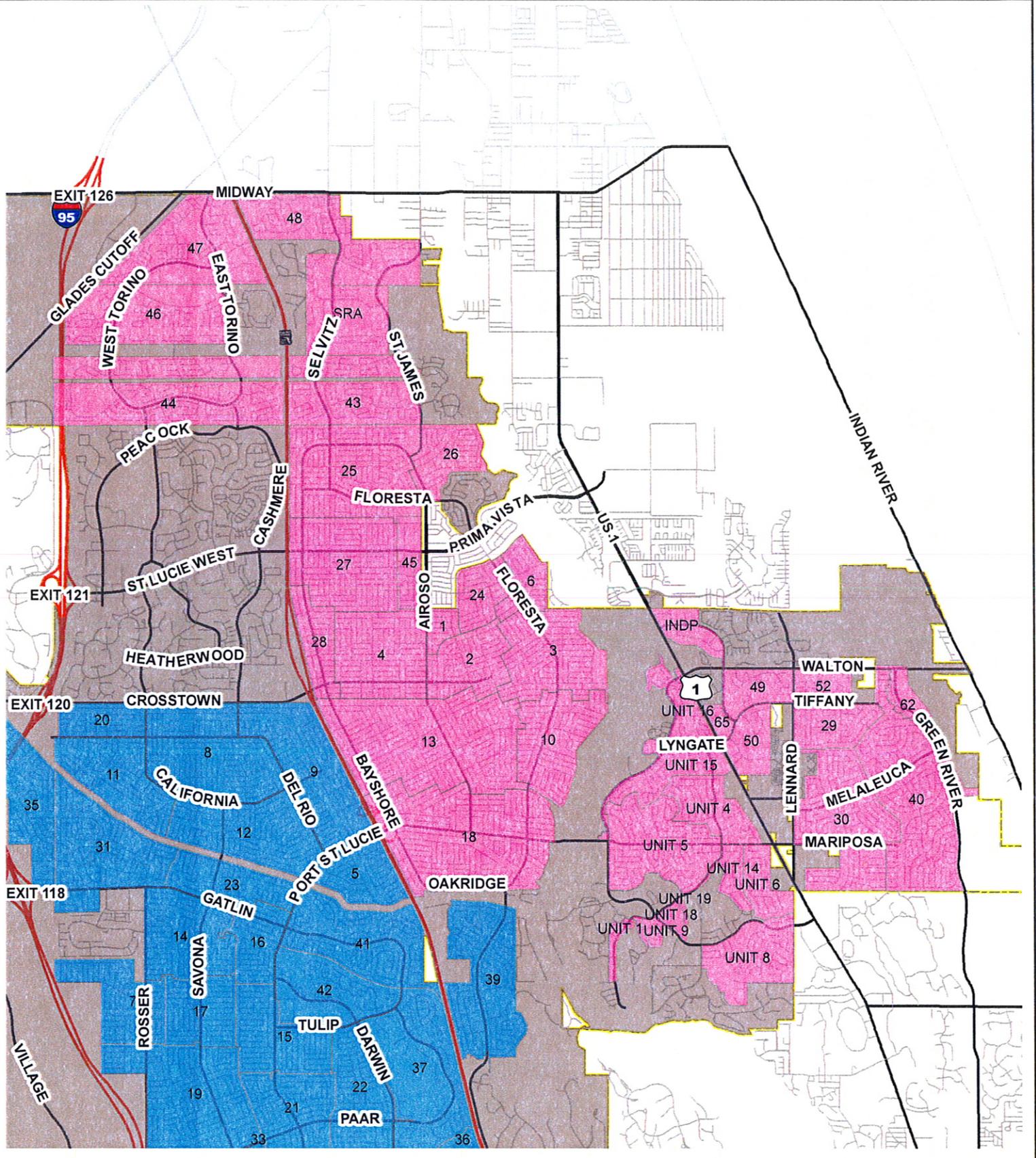
This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- 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
- _____ Reference Information completed and included in file uploaded to Demandstar
- _____ Each Bid Addendum (when issued) is acknowledged on the Questionnaire
- _____ 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



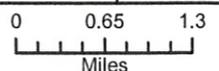
Title

E-Bid#20150125
 Swale Liner Maintenance – Area B
 Attachment B

Legend

- AREA A
- AREA B
- City Sections

Date: 9/10/2015
 Page: 1 of 1
 Tech: JAM
 MIS GIS #: misgis0012



BID ADDENDUM # 1
BID # 20150125
Addendum Date: September 29, 2015

Bid Name: Swale Liner Maintenance – Area B

Questions and answers received to date regarding the above referenced bid:

Q) Please identify the type and thickness of liner material.

A) The City supplied liner is a ¼ piece of 12' corrugated plastic pipe, approximately one inch thick.

Q) Please clarify the requirement for performance bond; it states 100% of the contract price. Would that be for the entire five years or 100% of the annual price?

A) The performance bond required is for 100% of the annual contract price.

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 ADDENDUM # 2
BID # 20150125
Addendum Date: October 6, 2015

Bid Name: Swale Liner Maintenance – Area B

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

1. A ONE-TIME site visit will be held on Friday, October 9th at 9:00am. Interested parties should meet at the following location:

1961 SW Americana Street
Port St Lucie, FL 34953

Bid requirements, specifically repair of swale liner, will be discussed.

2. Section 4.2, Payment and Performance Bonds - language in the last paragraph has been changed to: 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. This amount was reduced from \$50,000 to \$25,000.

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 Addendum #3

SITE VISIT AGENDA

E-Bid #'s: 20150124 and 20150125
Swale Liner Maintenance
Site Visit: 1961 Americana Street
October 9, 2015 @ 9:00 AM

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid closing date is October 16, 2015 at 3:00 p.m.

All Bids are to be submitted electronically via DemandStar no later than 3:00 pm on October 16, 2015.

4. Review of Bid requirements: 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 the bid specifications.
5. No questions will be answered during this time. All questions should be submitted to Brenda Leo at bleo@cityofpsl.com. An addendum will be issued to answer any questions.
6. Turn over to: Vincent Hill, Public Works Department for site visit.
7. Crew demonstrated how the swale liners are cleaned and repaired.
8. Adjourn.

BID ADDENDUM # 4
BID # 20150125
Addendum Date: October 15, 2015

Bid Name: Swale Liner Maintenance – Area B

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

1. The Bid Opening Date and Time has been changed to Monday, October 19th, 2015 at 3:00PM.
2. Page 15 of 44 of the Bid Specifications, Section 5.6 should read: Bidders List of all equipment expected to utilize in execution of work, as required in Section 1.5 of the specifications."

NOTE: The bid opening date HAS been changed.

Instructions to Bidder:

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

E-Bid #'s: 20150124 and 20150125 - Swale Liner Maintenance
 Site Visit: 1961 Americana Street
 October 9, 2015 @ 9:00 AM

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of PSL - PMD	bleo@cityofpsl.com	T (772) 871-5222 F (772) 871-7337
2.	Tedd Kenny	DBI	Tedd.Kenny@dbiservices.com	T 561.718.6962 F 561.881.1293
3.	Kon Thayer	TREASURY Coast LAWN		T 772-409-4974 F 772-216-3738
4.	Randy Sibo Christina Edenfield Michelle Crowder	Sampson Tree	christina@sampsontree.com	T 772-336-3456 F 772-336-3458
5.				T F
6.				T F
7.				T F



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13 D
Meeting Date: 12/14/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 

FROM: Daniel Holbrook, Assistant City Manager, Community Development Director

Agenda Item: Discussion: Update on Art Talk

Submittal Date: 12/7/2015

STRATEGIC PLAN LINK: This item relates to our Strategic Plan with regards to our 2020 goals: growing the local economy, expanded leisure activities, and our mission principle A, exceptional municipal services.

BACKGROUND: Staff hosted an art talk with the local art community on November 18, 2015 at the Community Center. The talk was organized at the request of several local artist that wanted to see how art could be infused throughout the City. Over 37 artist and a few art devotees attended the talk and discussed ideas and got to see the diversity of talent that exists here. See the attached meeting notes for a list of ideas.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Discuss ideas and consider phasing priorities to continue implementing citywide art

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff will provide a brief update (5 minutes)

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Meeting notes, notice and photos



Community Art Talk

Port St. Lucie Community
2195 SE Airoso Blvd

Wednesday 4-6 PM
November 18, 2015

At the request of local artists, the City will be hosting an **art talk** to gage the pulse and vision of our community. Please join us to discuss and think about how we can incorporate art into our city.

All are invited but special invitations go out to PSL artists.

This event is meant to be interactive so please bring photos or visuals and be prepared to share what you do, where you do it, and where you would like to see art in the city.

**For additional information
or to submit comments**

Contact

Daniel Holbrook, AICP, Assistant City Manager
Community Development Director
(772) 871-5163
dholbrook@cityofpsl.com

Be the change you want to see in the world

-Mahatma Gandhi



City Center Garage

Studio space *warehouse

space to teach *AUTO repair

pop up coffee cart

men's sheds

more galleries

art festivals

more.....

monthly art show @ CTT.

city center art gallery = changes

Tribe/meeting space

Sales

\$

Periscope

FB page

MOBILE ART. schools, nursing homes
shows in public buildings

blank walls in Civic C. gallery

Botanical gardens

contacts

cafe/coffee shop

AUB/art center

studios/galleries

music

Art league/counsel

volunteers
fundraiser

WHERE?

No foot traffic
small signs/lack of
visibility

Artists Directory

open mike

Have to sell by SEASON!!

*ART COUNSEL (collective voice)

Tradition

City Center

Promenade

Botanical Gardens

Westmerland

City Hall

Community Center

Art walk

Tradition

Pop up

City/artists partner

Advertising

warehouse & bays

venues/artist

outdoor space/canvas

youth activities/congregate/

studios create

City help w/ marketing/social media

window projects - empty stores

studios galleries

this Friday

Cheerleader implement

sister building Botan G.

Art spot

River Nights

CC Parking Garage

ART on the River

(like under the oaks)

Food, wine, poetry, music, art all together entertainment

Art competition

Permanent sidewalk art

CC Warehouse Police Substation

Food trucks/permanent 

mail chimp/marketing

Public transportation/art trolley



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13E
Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager 
James Angstadt, PE, Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: E-Bid #20150057 – US Highway #1 Transit Corridor
Bus Shelter Construction Project

Submittal Date: 12/2/2015

STRATEGIC PLAN LINK: Port St. Lucie Vision 2028, Principle 10, Easy Mobility, "Public transit connecting community destinations with ridership by choice"

BACKGROUND: The Treasure Coast Regional Transit Organization (RTO) technical advisory subcommittee identified fifteen (15) bus stop locations along US Highway #1 Transit Corridor which could benefit by the addition of a bus shelter. The shelters will be located along US Highway #1 through Martin and St. Lucie Counties. The bus shelters will be used by the general public using the Treasure Coast Connector bus system. The City of Port St. Lucie will serve as the lead agency to manage the construction of the bus shelters.

The project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, record drawings, bus shelters, and all work and materials needed to provide a complete project as shown and described in the contract documents, bid specifications and construction plans. An E-Bid was issued on July 30, 2015 with a due date of September 30, 2015. During this period one thousand four hundred seventy five (1,475) potential suppliers were notified which resulted in thirty two (32) plan holders. Three (3) bids were received with one (1) bid being deemed non-responsive due to inconsistent unit pricing.

ANALYSIS: Staff has reviewed the proposals and the Florida Department of Transportation (FDOT) concurs that the unit prices offered by A. Thomas

Construction, Inc. provides the best value for the construction of the bus shelters. The Contractor meets the City's standards and is a local firm that has performed many projects with all the local agencies involved in this project.

FINANCIAL INFORMATION: Funding is provided through a Joint Participation Agreement (JPA) and a Supplemental Joint Participation Agreement (SJPA) between the City of Port St. Lucie and the Florida Department of Transportation (FDOT). An additional SJPA will be presented to the City Council at the December 14, 2015 meeting. When executed, this SJPA will provide the total funding needed for this project. Funds will not be appropriated until the SJPA is fully executed by the City and FDOT. All funds will be re-budgeted in the next Budget Amendment.

LEGAL INFORMATION: Reviewed by Keri Norbraten on August 4, 2015 and approved as to form

STAFF RECOMMENDATION: Approve award of E-Bid #20150057 US Highway #1 Transit Corridor Bus Shelter Construction Project to A. Thomas Construction, Inc. and enter into a unit price Contract in the amount of \$443,000.00, plus a one-time Indemnification Fee of \$10.00. The Contract period is two hundred seventy (270) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

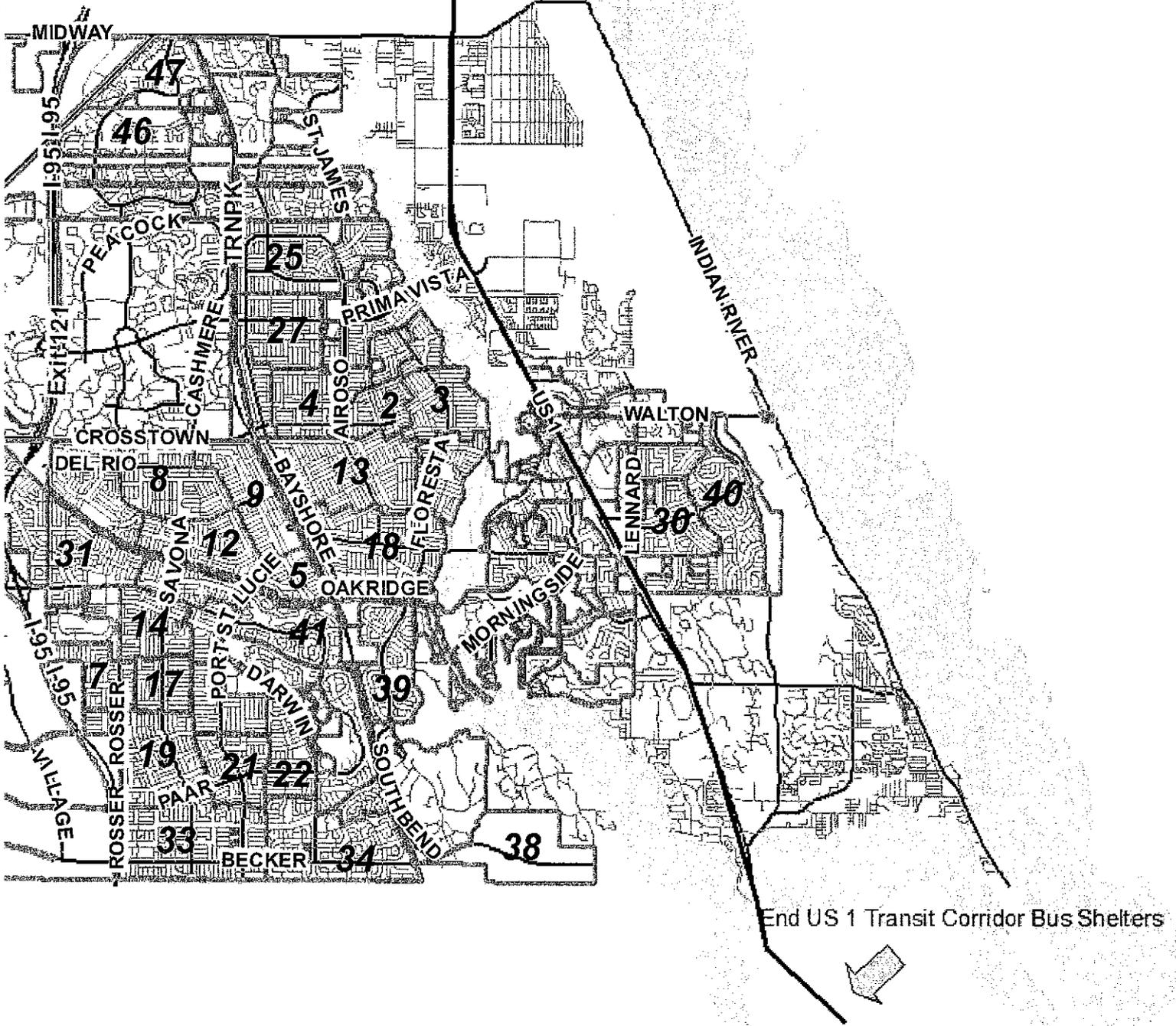
REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: US Highway #1 through Martin and St. Lucie Counties

ATTACHMENTS: Location Map, Contract, Bid Tabulation Report, Winning Proposal, Solicitation Request form, E-Bid Documents, Attachments, Addenda, Construction Plans, Sign In Sheet, 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.

Begin US 1 Transit Corridor Bus Shelters

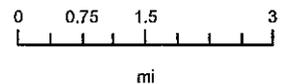


End US 1 Transit Corridor Bus Shelters



US 1 Transit Corridor Bus Shelters

Scale:



**CITY OF PORT SAINT LUCIE
CONTRACT #20150057**

This CONTRACT, executed this _____ day of _____, 2015, 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. THOMAS CONSTRUCTION, INC.**, PO Box 3285, Fort Pierce, Florida 34948, Telephone No. (772) 595-5261, 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:

Clyde Cuffy, or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-7643 Fax: (772) 871-5289
Email: ccuffy@cityofpsl.com

As used herein the CEI for this project shall mean:

Captec Engineering, Inc.
Joseph W. Capra, PE, President
301 NW Flagler Ave.
Stuart, Florida 34994
Phone: 772-692-4344 Fax: 772-692-4341
Email: jcapra@gocaptec.com

As used herein the Contract Administrator shall mean:

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

As used herein the Contractor for this project shall mean:

A. Thomas Construction, Inc.
Andrew Thomas, President
P.O. Box 3285, 1380 Bayshore Drive
Fort Pierce, Florida 34948

SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20150057, **US Highway #1 Transit Corridor Bus Shelter Construction Project** including all Attachments, all Addenda, Construction Plans consisting of 32 pages; any Plan revisions; FDOT Specifications, Technical Specifications and all other restrictions and requirements are incorporated by this reference.

The Treasure Coast Regional Transit Organization (RTO) technical advisory subcommittee identified fifteen (15) bus stop locations along the US Highway #1 Transit Corridor which would benefit by the addition of a bus shelter. The shelters will be located along US Highway #1 through Martin and St. Lucie Counties. The City of Port St Lucie (City) serves as the lead agency to manage the construction of the bus shelters.

Scope of Work: This project is to construct fifteen (15) bus shelters and appurtenances for the US Highway #1 Transit Corridor. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, record drawings, bus shelters, and all work and materials needed to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. The Contractor shall provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

The proposed shelter at the Sabal Palm Plaza will be located outside of the right-of-way and requires an easement for construction. The City of Fort Pierce and FDOT are in the process of acquiring the necessary easement for this shelter. In the event the easement is not obtained within the Contract period, the City of Port St. Lucie will direct the Contractor to delete this shelter from the project at no additional charge to the City. Additionally, in the event that the total bid amount exceeds the available funds provided by the JPA and SJPA, the City may choose to delete one (1) or more bus shelters and associated improvements from the project.

SECTION III TIME OF PERFORMANCE

The Contract Period (start date) will be _____ and will terminate two hundred seventy (270) calendar days 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 and accepted by the City. 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 **\$443,000.00**, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V 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 in accordance with Florida Statutes 218.735, with the exception of (9), after the receipt of a proper Pay Request. Retainage will be held as per Florida Statutes Section 218.735 (8)(a)-(b) of five percent (5%) on each invoice submitted. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to each invoice.

An 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 of .5 percent 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 fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor in accordance with Florida Statutes 218.735, with the exception of (9), after the date of said final acceptance.

Invoices shall be submitted once a month, by the tenth (10th) day of each month and payments shall be made in accordance with Florida Statutes 218.735, with the exception of (9), after receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by the City's Project Manager.

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

Such compensation includes all expenses incurred by the Contractor for all 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 prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

SECTION VI WORK CHANGES

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

SECTION VII CONFORMANCE WITH BID

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

SECTION VIII INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State

US Highway #1 Transit Corridor Bus Shelter Construction Project

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 #20150057 – US Highway #1 Transit Corridor Bus Shelter Construction Project and the Florida Department of Transportation shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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

SECTION IX ACTS OF GOD

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

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

SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI COMPLIANCE WITH LAWS

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

SECTION XII CLEANING UP

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

**SECTION XIII
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

**SECTION XIV
DELIVERY DOCUMENTATION**

Not applicable to this bid.

**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 ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments,

fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

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

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

SECTION XVII 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 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 ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to

proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand seventy four (\$1,074.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

D. Termination by the City. 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 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 XIX 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 XX 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 XXI LAW AND VENUE

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

SECTION XXII REIMBURSEMENT FOR INSPECTION

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

SECTION XXIII APPROPRIATION APPROVAL

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

SECTION XXIV
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of **A. Thomas Construction, Inc.**

Print Representative's Name

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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 _____, 2015.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

SCHEDULE A

Line #	Pay Item Number (1)	Pay Item Description (1)	Quantity	Unit	Unit Price	Amount
Stop No. 2, Benton Building						
1	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
2	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
3	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
4	120-1	Regular Excavation	4	CY	\$ 25.00	\$ 100.00
5	522-1	Concrete Sidewalk and Driveways, 4" Thick	4	SY	\$ 56.25	\$ 225.00
6	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
7	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
8	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
9	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
10	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
11	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
12	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
13	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
14		Sub Total Stop No. 2				\$ 24,579.58
Stop No. 4, Kmart Plaza						
15	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
16	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
17	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
18	120-1	Regular Excavation	9	CY	\$ 25.00	\$ 225.00
19	519-78	Bollards	6	EA	\$ 375.00	\$ 2,250.00
20	522-1	Concrete Sidewalk and Driveways, 4" Thick	22	SY	\$ 56.25	\$ 1,237.50
21	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
22	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
23	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
24	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
25	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
26	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
27	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
28	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
29		Sub Total Stop No. 4				\$ 27,967.08
Stop No. 5, Sabal Palm Plaza						

US Highway #1 Transit Corridor Bus Shelter Construction Project

30	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
31	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
32	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
33	110-1-1	Clearing and Grubbing	0.05	AC	\$ 20,000.00	\$ 1,000.00
34	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00
35	120-6	Embankment	7	CY	\$ 37.50	\$ 262.50
36	519-78	Bollards	6	EA	\$ 375.00	\$ 2,250.00
37	522-1	Concrete Sidewalk and Driveways, 4" Thick	63	SY	\$ 56.25	\$ 3,543.75
38	522-4	Bus Shelter Pad - Concrete	16	SY	\$ 86.25	\$ 1,380.00
39	527-2	Detectable Warnings	10	SF	\$ 25.00	\$ 250.00
40	570-1-2	Performance Turf	49	SY	\$ 2.50	\$ 122.50
41	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
42	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00
43	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
44	751-35-13	Bus Shelter (F&I, 101-150 Feet)	1	EA	\$ 20,000.00	\$ 20,000.00
45	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
46	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
47	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
48		Sub Total Stop No. 5				\$ 37,692.08
		Stop No. 43, Midway Road North				
49	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
50	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
51	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
52	120-1	Regular Excavation	8	CY	\$ 25.00	\$ 200.00
53	120-6	Embankment	3	CY	\$ 37.50	\$ 112.50
54	522-1	Concrete Sidewalk and Driveways, 4" Thick	23	SY	\$ 56.25	\$ 1,293.75
55	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
56	570-1-2	Performance Turf	19	SY	\$ 2.50	\$ 47.50
57	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
58	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
59	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
60	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
61	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
62	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
63	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
64		Sub Total Stop No. 43				\$ 25,720.83
		Stop No. 8, Midway Road South				
65	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33

US Highway #1 Transit Corridor Bus Shelter Construction Project

66	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
67	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
68	120-1	Regular Excavation	8	CY	\$ 25.00	\$ 200.00
69	120-6	Embankment	2	CY	\$ 37.50	\$ 75.00
70	522-1	Concrete Sidewalk and Driveways, 4" Thick	23	SY	\$ 56.25	\$ 1,293.75
71	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
72	570-1-2	Performance Turf	14	SY	\$ 2.50	\$ 35.00
73	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
74	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
75	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
76	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
77	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
78	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
79	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
80		Sub Total Stop No. 8				\$ 25,670.83
		Stop No. 42, Rio Mar North				
81	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
82	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
83	104-10-3	Sediment Barrier	25	LF	\$ 6.25	\$ 156.25
84	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
85	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00
86	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50
87	400-11	Class NS Concrete - Gravity Wall	3.6	CY	\$ 437.50	\$ 1,575.00
88	515-1-2	Pipe Handrail - Guiderail (Aluminum)	26	LF	\$ 125.00	\$ 3,250.00
89	522-1	Concrete Sidewalk and Driveways, 4" Thick	10	SY	\$ 56.25	\$ 562.50
90	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
91	570-1-2	Performance Turf	8	SY	\$ 2.50	\$ 20.00
92	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
93	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
94	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
95	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
96	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
97	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
98	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
99		Sub Total Stop No. 42				\$ 29,818.33
		Stop No. 9, Rio Mar South				
100	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33

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101	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
102	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
103	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
104	120-1	Regular Excavation	15	CY	\$ 25.00	\$ 375.00
105	120-6	Embankment	3	CY	\$ 37.50	\$ 112.50
106	522-1	Concrete Sidewalk and Driveways, 4" Thick	33	SY	\$ 56.25	\$ 1,856.25
107	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
108	570-1-2	Performance Turf	20	SY	\$ 2.50	\$ 50.00
109	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
110	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
111	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
112	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
113	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
114	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
115	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
116		Sub Total Stop No. 9				\$ 26,585.83
		Stop No. 10, Chase Bank				
117	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
118	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
119	110-1-1	Clearing and Grubbing	0.03	AC	\$ 34,000.00	\$ 1,020.00
120	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00
121	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50
122	522-1	Concrete Sidewalk and Driveways, 4" Thick	39	SY	\$ 56.25	\$ 2,193.75
123	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
124	527-2	Detectable Warnings	60	SF	\$ 25.00	\$ 1,500.00
125	570-1-2	Performance Turf	7	SY	\$ 2.50	\$ 17.50
126	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
127	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
128	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
129	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
130	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
131	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
132	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
133		Sub Total Stop No. 10				\$ 29,108.33
		Stop No. 16, CVS Pharmacy				
134	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
135	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
136	104-10-3	Sediment Barrier	63	LF	\$ 6.25	\$ 393.75

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137	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
138	110-1-1	Clearing and Grubbing	0.03	AC	\$ 34,000.00	\$ 1,020.00
139	120-1	Regular Excavation	14	CY	\$ 56.25	\$ 787.50
140	120-6	Embankment	30	CY	\$ 37.50	\$ 1,125.00
141	400-11	Class NS Concrete - Gravity Wall	5.1	CY	\$ 437.58	\$ 2,231.66
142	515-1-2	Pipe Handrail - Guiderail (Aluminum)	16	LF	\$ 85.00	\$ 1,360.00
143	522-1	Concrete Sidewalk and Driveways, 4" Thick	55	SY	\$ 56.25	\$ 3,093.75
144	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
145	570-1-2	Performance Turf	45	SY	\$ 2.50	\$ 112.50
146	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
147	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00
148	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
149	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
150	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
151	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
152	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
153		Sub Total Stop No. 16				\$ 34,476.24
		Stop No. 41, Prima Vista Crossing				
154	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
155	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
156	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
157	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00
158	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00
159	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50
160	522-1	Concrete Sidewalk and Driveways, 4" Thick	34	SY	\$ 56.25	\$ 1,912.50
161	522-4	Bus Shelter Pad - Concrete	16	SY	\$ 81.25	\$ 1,300.00
162	570-1-2	Performance Turf	5	SY	\$ 2.50	\$ 12.50
163	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
164	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
165	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
166	751-35-13	Bus Shelter (F&I, 101-150 Feet)	1	EA	\$ 20,000.00	\$ 20,000.00
167	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
168	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
169	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
170	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
171		Sub Total Stop No. 41				\$ 32,638.33
		Stop No. 37, TC Medical Center				
172	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33

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173	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
174	110-1-1	Clearing and Grubbing	0.08	AC	\$ 34,000.00	\$ 2,720.00
175	120-1	Regular Excavation	23	CY	\$ 25.00	\$ 575.00
176	120-6	Embankment	26	CY	\$ 37.50	\$ 975.00
177	400-11	Class NS Concrete - Gravity Wall	4.1	CY	\$ 437.50	\$ 1,793.75
178	430-174-215	Pipe Culvert Optional Material (SD, Elliptical/Arch, 15")	12	LF	\$ 93.75	\$ 1,125.00
179	430-984-623	Mitered End Section (SD, Elliptical/Arch, 15")	2	EA	\$ 1,250.00	\$ 2,500.00
180	515-1-2	Pipe Handrail - Guiderail (Aluminum)	40	LF	\$ 65.00	\$ 2,600.00
181	522-1	Concrete Sidewalk and Driveways, 4" Thick	54	SY	\$ 56.25	\$ 3,037.50
182	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
183	527-2	Detectable Warnings	12	SF	\$ 25.00	\$ 300.00
184	570-1-2	Performance Turf	244	SY	\$ 2.50	\$ 610.00
185	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
186	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
187	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
188	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
189	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
190	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
191	CUSTOM	Swale Liner (Install Only)	86	LF	\$ 12.50	\$ 1,075.00
192	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
193		Sub Total Stop No. 37				\$ 41,225.83
		Stop No. 35, Cracker Barrel				
194	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
195	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
196	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
197	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00
198	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00
199	120-6	Embankment	14	CY	\$ 37.50	\$ 525.00
200	522-1	Concrete Sidewalk and Driveways, 4" Thick	9	SY	\$ 56.25	\$ 506.25
201	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
202	570-1-2	Performance Turf	27	SY	\$ 2.50	\$ 67.50
203	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
204	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
205	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
206	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
207	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00

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208	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
209		Sub Total Stop No. 35				\$ 25,655.83
		Stop No. 19, Lowes and BJs				
210	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
211	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
212	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
213	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
214	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00
215	120-6	Embankment	2	CY	\$ 37.50	\$ 75.00
216	522-1	Concrete Sidewalk and Driveways, 4" Thick	9	SY	\$ 56.25	\$ 506.25
217	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
218	570-1-2	Performance Turf	13	SY	\$ 2.50	\$ 32.50
219	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
220	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00
221	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
222	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
223	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
224	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
225	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
226		Sub Total Stop No. 19				\$ 25,455.83
		Stop No. 34, Pineapple Commons				
227	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
228	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
229	104-18	Inlet Protection System	2	EA	\$ 125.00	\$ 250.00
230	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00
231	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00
232	120-6	Embankment	65	CY	\$ 25.00	\$ 1,625.00
233	522-1	Concrete Sidewalk and Driveways, 4" Thick	31	SY	\$ 56.25	\$ 1,743.75
234	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
235	570-1-2	Performance Turf	55	SY	\$ 2.50	\$ 137.50
236	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
237	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
238	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
239	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
240	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
241	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
242	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
243		Sub Total Stop No. 34				\$ 28,500.83

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Stop No. 21, Britt Road						
244	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
245	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
246	104-10-3	Sediment Barrier	43	LF	\$ 6.25	\$ 268.75
247	104-18	Inlet Protection System	2	EA	\$ 125.00	\$ 250.00
248	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00
249	120-1	Regular Excavation	7	CY	\$ 25.00	\$ 175.00
250	120-6	Embankment	19	CY	\$ 37.50	\$ 712.50
251	522-1	Concrete Sidewalk and Driveways, 4" Thick	33	SY	\$ 56.25	\$ 1,856.25
252	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
253	570-1-2	Performance Turf	19	SY	\$ 2.50	\$ 47.50
254	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
255	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.14	\$ 312.14
256	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
257	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
258	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
259	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
260	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
261		Sub Total Stop No. 21				\$ 27,904.22
262		GRAND TOTAL				\$ 443,000.00

(1) Pay Item Number and Description from FDOT Basis of Estimates 2014 Edition

E-BID TABULATION REPORT
E-BID #20150057
OPENED: SEPTEMBER 30, 2015 - 3:00 PM
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

Line #	Pay Item Number (1)	Pay Item Description (1)	Quantity	Unit	A. Thomas Construction		West Construction, Inc.	
					Unit Price	Amount	Unit Price	Amount
Stop No. 2, Benton Building								
1	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
2	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
3	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00	\$ 30,000.00	\$ 300.00
4	120-1	Regular Excavation	4	CY	\$ 25.00	\$ 100.00	\$ 66.00	\$ 264.00
5	522-1	Concrete Sidewalk and Driveways, 4" Thick	4	SY	\$ 56.25	\$ 225.00	\$ 64.00	\$ 256.00
6	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
7	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
8	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50	\$ 228.00	\$ 228.00
9	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
10	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
11	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
12	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
13	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
14		Sub Total Stop No. 2				\$ 24,579.58		\$ 25,123.00
Stop No. 4, Kmart Plaza								
15	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
16	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
17	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00	\$ 30,000.00	\$ 300.00
18	120-1	Regular Excavation	9	CY	\$ 25.00	\$ 225.00	\$ 66.00	\$ 594.00
19	519-78	Bollards	6	EA	\$ 375.00	\$ 2,250.00	\$ 960.00	\$ 5,760.00
20	522-1	Concrete Sidewalk and Driveways, 4" Thick	22	SY	\$ 56.25	\$ 1,237.50	\$ 64.00	\$ 1,408.00
21	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
22	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
23	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50	\$ 228.00	\$ 228.00
24	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
25	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
26	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
27	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
28	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
29		Sub Total Stop No. 4				\$ 27,967.08		\$ 32,365.00
Stop No. 5, Sabal Palm Plaza								
30	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
31	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
32	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00	\$ 120.00	\$ 120.00
33	110-1-1	Clearing and Grubbing	0.05	AC	\$ 20,000.00	\$ 1,000.00	\$ 30,000.00	\$ 1,500.00
34	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00	\$ 66.00	\$ 1,122.00
35	120-6	Embankment	7	CY	\$ 37.50	\$ 262.50	\$ 78.00	\$ 546.00
36	519-78	Bollards	6	EA	\$ 375.00	\$ 2,250.00	\$ 960.00	\$ 5,760.00
37	522-1	Concrete Sidewalk and Driveways, 4" Thick	63	SY	\$ 56.25	\$ 3,543.75	\$ 64.00	\$ 4,032.00
38	522-4	Bus Shelter Pad - Concrete	16	SY	\$ 86.25	\$ 1,380.00	\$ 128.00	\$ 2,048.00
39	527-2	Detectable Warnings	10	SF	\$ 25.00	\$ 250.00	\$ 54.00	\$ 540.00
40	570-1-2	Performance Turf	49	SY	\$ 2.50	\$ 122.50	\$ 4.20	\$ 205.80
41	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
42	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00	\$ 228.00	\$ 456.00
43	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
44	751-35-13	Bus Shelter (F&I, 101-150 Feet)	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 19,254.00	\$ 19,254.00
45	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
46	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
47	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
48		Sub Total Stop No. 5				\$ 37,692.08		\$ 43,944.80
Stop No. 43, Midway Road North								
49	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
50	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
51	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00	\$ 30,000.00	\$ 300.00
52	120-1	Regular Excavation	8	CY	\$ 25.00	\$ 200.00	\$ 66.00	\$ 528.00
53	120-6	Embankment	3	CY	\$ 37.50	\$ 112.50	\$ 78.00	\$ 234.00

E-BID TABULATION REPORT

E-BID #20150057

OPENED: SEPTEMBER 30, 2015 - 3:00 PM

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Line #	Pay Item Number (1)	Pay Item Description (1)	Quantity	Unit	A. Thomas Construction		West Construction , Inc.	
					Unit Price	Amount	Unit Price	Amount
54	522-1	Concrete Sidewalk and Driveways, 4" Thick	23	SY	\$ 56.25	\$ 1,293.75	\$ 64.00	\$ 1,472.00
55	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
56	570-1-2	Performance Turf	19	SY	\$ 2.50	\$ 47.50	\$ 4.20	\$ 79.80
57	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
58	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
59	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
60	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
61	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
62	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00	\$ 225.00	\$ 225.00
63	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 725.00	\$ 725.00
64		Sub Total Stop No. 43				\$ 25,720.83		\$ 26,918.80
		Stop No. 8, Midway Road South						
65	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
66	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
67	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00	\$ 30,000.00	\$ 300.00
68	120-1	Regular Excavation	8	CY	\$ 25.00	\$ 200.00	\$ 66.00	\$ 528.00
69	120-6	Embankment	2	CY	\$ 37.50	\$ 75.00	\$ 78.00	\$ 156.00
70	522-1	Concrete Sidewalk and Driveways, 4" Thick	23	SY	\$ 56.25	\$ 1,293.75	\$ 64.00	\$ 1,472.00
71	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
72	570-1-2	Performance Turf	14	SY	\$ 2.50	\$ 35.00	\$ 4.20	\$ 58.80
73	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
74	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
75	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
76	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
77	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
78	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00	\$ 225.00	\$ 225.00
79	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
80		Sub Total Stop No. 8				\$ 25,670.83		\$ 26,814.80
		Stop No. 42, Rio Mar North						
81	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
82	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
83	104-10-3	Sediment Barrier	25	LF	\$ 6.25	\$ 156.25	\$ 3.00	\$ 75.00
84	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00	\$ 30,000.00	\$ 300.00
85	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00	\$ 66.00	\$ 396.00
86	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50	\$ 78.00	\$ 78.00
87	400-11	Class NS Concrete - Gravity Wall	3.6	CY	\$ 437.50	\$ 1,575.00	\$ 840.00	\$ 3,024.00
88	515-1-2	Pipe Handrail - Guiderail (Aluminum)	26	LF	\$ 125.00	\$ 3,250.00	\$ 82.00	\$ 2,132.00
89	522-1	Concrete Sidewalk and Driveways, 4" Thick	10	SY	\$ 56.25	\$ 562.50	\$ 64.00	\$ 640.00
90	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
91	570-1-2	Performance Turf	8	SY	\$ 2.50	\$ 20.00	\$ 4.20	\$ 33.60
92	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
93	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
94	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
95	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
96	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
97	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00	\$ 225.00	\$ 225.00
98	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
99		Sub Total Stop No. 42				\$ 29,818.33		\$ 30,978.60
		Stop No. 9, Rio Mar South						
100	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
101	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
102	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00	\$ 120.00	\$ 120.00
103	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00	\$ 30,000.00	\$ 300.00
104	120-1	Regular Excavation	15	CY	\$ 25.00	\$ 375.00	\$ 66.00	\$ 990.00
105	120-6	Embankment	3	CY	\$ 37.50	\$ 112.50	\$ 78.00	\$ 234.00
106	522-1	Concrete Sidewalk and Driveways, 4" Thick	33	SY	\$ 56.25	\$ 1,856.25	\$ 64.00	\$ 2,112.00
107	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
108	570-1-2	Performance Turf	20	SY	\$ 2.50	\$ 50.00	\$ 4.20	\$ 84.00

E-BID TABULATION REPORT
E-BID #20150057
OPENED: SEPTEMBER 30, 2015 - 3:00 PM
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

Line #	Pay Item Number (1)	Pay Item Description (1)	Quantity	Unit	A. Thomas Construction		West Construction, Inc.	
					Unit Price	Amount	Unit Price	Amount
109	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
110	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
111	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
112	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
113	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
114	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00	\$ 225.00	\$ 225.00
115	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
116		Sub Total Stop No. 9				\$ 26,585.83		\$ 28,140.00
		Stop No. 10, Chase Bank						
117	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
118	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
119	110-1-1	Clearing and Grubbing	0.03	AC	\$ 34,000.00	\$ 1,020.00	\$ 30,000.00	\$ 900.00
120	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00	\$ 66.00	\$ 1,122.00
121	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50	\$ 78.00	\$ 78.00
122	522-1	Concrete Sidewalk and Driveways, 4" Thick	39	SY	\$ 56.25	\$ 2,193.75	\$ 64.00	\$ 2,496.00
123	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
124	527-2	Detectable Warnings	60	SF	\$ 25.00	\$ 1,500.00	\$ 54.00	\$ 3,240.00
125	570-1-2	Performance Turf	7	SY	\$ 2.50	\$ 17.50	\$ 4.20	\$ 29.40
126	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
127	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50	\$ 228.00	\$ 228.00
128	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
129	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
130	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
131	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
132	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
133		Sub Total Stop No. 10				\$ 29,108.33		\$ 32,168.40
		Stop No. 16, CVS Pharmacy						
134	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
135	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
136	104-10-3	Sediment Barrier	63	LF	\$ 6.25	\$ 393.75	\$ 2.40	\$ 151.20
137	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00	\$ 120.00	\$ 120.00
138	110-1-1	Clearing and Grubbing	0.03	AC	\$ 34,000.00	\$ 1,020.00	\$ 30,000.00	\$ 900.00
139	120-1	Regular Excavation	14	CY	\$ 56.25	\$ 787.50	\$ 66.00	\$ 924.00
140	120-6	Embankment	30	CY	\$ 37.50	\$ 1,125.00	\$ 78.00	\$ 2,340.00
141	400-11	Class NS Concrete - Gravity Wall	5.1	CY	\$ 437.58	\$ 2,231.66	\$ 840.00	\$ 4,284.00
142	515-1-2	Pipe Handrail - Guiderail (Aluminum)	16	LF	\$ 85.00	\$ 1,360.00	\$ 82.00	\$ 1,312.00
143	522-1	Concrete Sidewalk and Driveways, 4" Thick	55	SY	\$ 56.25	\$ 3,093.75	\$ 64.00	\$ 3,520.00
144	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
145	570-1-2	Performance Turf	45	SY	\$ 2.50	\$ 112.50	\$ 4.20	\$ 189.00
146	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
147	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00	\$ 228.00	\$ 456.00
148	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
149	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
150	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
151	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
152	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
153		Sub Total Stop No. 16				\$ 34,476.24		\$ 38,271.20
		Stop No. 41, Prima Vista Crossing						
154	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
155	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
156	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00	\$ 120.00	\$ 120.00
157	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00	\$ 30,000.00	\$ 600.00
158	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00	\$ 66.00	\$ 1,122.00
159	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50	\$ 78.00	\$ 78.00
160	522-1	Concrete Sidewalk and Driveways, 4" Thick	34	SY	\$ 56.25	\$ 1,912.50	\$ 64.00	\$ 2,176.00
161	522-4	Bus Shelter Pad - Concrete	16	SY	\$ 81.25	\$ 1,300.00	\$ 128.00	\$ 2,048.00
162	570-1-2	Performance Turf	5	SY	\$ 2.50	\$ 12.50	\$ 4.20	\$ 21.00
163	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00

E-BID TABULATION REPORT

E-BID #20150057

OPENED: SEPTEMBER 30, 2015 - 3:00 PM

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	A. Thomas Construction		West Construction, Inc.	
					Unit Price	Amount	Unit Price	Amount
164	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50	\$ 228.00	\$ 228.00
165	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
166	751-35-13	Bus Shelter (F&I, 101-150 Feet)	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 19,254.00	\$ 19,254.00
167	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
168	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
169	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00	\$ 225.00	\$ 225.00
170	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
171		Sub Total Stop No. 41				\$ 32,638.33		\$ 34,233.00
		Stop No. 37, TC Medical Center						
172	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
173	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
174	110-1-1	Clearing and Grubbing	0.08	AC	\$ 34,000.00	\$ 2,720.00	\$ 30,000.00	\$ 2,400.00
175	120-1	Regular Excavation	23	CY	\$ 25.00	\$ 575.00	\$ 66.00	\$ 1,518.00
176	120-6	Embankment	26	CY	\$ 37.50	\$ 975.00	\$ 78.00	\$ 2,028.00
177	400-11	Class NS Concrete - Gravity Wall	4.1	CY	\$ 437.50	\$ 1,793.75	\$ 840.00	\$ 3,444.00
178	430-174-215	Pipe Culvert Optional Material (SD, Elliptical/Arch, 15")	12	LF	\$ 93.75	\$ 1,125.00	\$ 80.00	\$ 960.00
179	430-984-623	Mitered End Section (SD, Elliptical/Arch, 15")	2	EA	\$ 1,250.00	\$ 2,500.00	\$ 2,760.00	\$ 5,520.00
180	515-1-2	Pipe Handrail - Guiderail (Aluminum)	40	LF	\$ 65.00	\$ 2,600.00	\$ 82.00	\$ 3,280.00
181	522-1	Concrete Sidewalk and Driveways, 4" Thick	54	SY	\$ 56.25	\$ 3,037.50	\$ 64.00	\$ 3,456.00
182	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
183	527-2	Detectable Warnings	12	SF	\$ 25.00	\$ 300.00	\$ 54.00	\$ 648.00
184	570-1-2	Performance Turf	244	SY	\$ 2.50	\$ 610.00	\$ 4.20	\$ 1,024.80
185	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
186	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50	\$ 228.00	\$ 228.00
187	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
188	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
189	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
190	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
191	CUSTOM	Swale Liner (Install Only)	86	LF	\$ 12.50	\$ 1,075.00	\$ 3.60	\$ 309.60
192	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
193		Sub Total Stop No. 37				\$ 41,225.83		\$ 48,891.40
		Stop No. 35, Cracker Barrel						
194	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
195	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
196	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00	\$ 120.00	\$ 120.00
197	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00	\$ 30,000.00	\$ 600.00
198	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00	\$ 66.00	\$ 396.00
199	120-6	Embankment	14	CY	\$ 37.50	\$ 525.00	\$ 78.00	\$ 1,092.00
200	522-1	Concrete Sidewalk and Driveways, 4" Thick	9	SY	\$ 56.25	\$ 506.25	\$ 64.00	\$ 576.00
201	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
202	570-1-2	Performance Turf	27	SY	\$ 2.50	\$ 67.50	\$ 4.20	\$ 113.40
203	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
204	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
205	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
206	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
207	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
208	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
209		Sub Total Stop No. 35				\$ 25,655.83		\$ 26,972.40
		Stop No. 19, Lowes and BJs						
210	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
211	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
212	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00	\$ 120.00	\$ 120.00
213	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00	\$ 30,000.00	\$ 300.00
214	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00	\$ 66.00	\$ 396.00
215	120-6	Embankment	2	CY	\$ 37.50	\$ 75.00	\$ 78.00	\$ 156.00
216	522-1	Concrete Sidewalk and Driveways, 4" Thick	9	SY	\$ 56.25	\$ 506.25	\$ 64.00	\$ 576.00
217	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00

E-BID TABULATION REPORT

E-BID #20150057

OPENED: SEPTEMBER 30, 2015 - 3:00 PM

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Line #	Pay Item Number (1)	Pay Item Description (1)	Quantity	Unit	A. Thomas Construction		West Construction, Inc.	
					Unit Price	Amount	Unit Price	Amount
218	570-1-2	Performance Turf	13	SY	\$ 2.50	\$ 32.50	\$ 4.20	\$ 54.60
219	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
220	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00	\$ 228.00	\$ 456.00
221	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
222	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
223	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
224	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
225	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
226		Sub Total Stop No. 19				\$ 25,455.83		\$ 26,133.60
		Stop No. 34, Pineapple Commons						
227	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
228	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
229	104-18	Inlet Protection System	2	EA	\$ 125.00	\$ 250.00	\$ 120.00	\$ 240.00
230	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00	\$ 30,000.00	\$ 600.00
231	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00	\$ 66.00	\$ 396.00
232	120-6	Embankment	65	CY	\$ 25.00	\$ 1,625.00	\$ 78.00	\$ 5,070.00
233	522-1	Concrete Sidewalk and Driveways, 4" Thick	31	SY	\$ 56.25	\$ 1,743.75	\$ 64.00	\$ 1,984.00
234	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
235	570-1-2	Performance Turf	55	SY	\$ 2.50	\$ 137.50	\$ 4.20	\$ 231.00
236	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
237	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50	\$ 228.00	\$ 228.00
238	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
239	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
240	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
241	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
242	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
243		Sub Total Stop No. 34				\$ 28,500.83		\$ 32,824.00
		Stop No. 21, Britt Road						
244	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33	\$ 1,800.00	\$ 1,800.00
245	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
246	104-10-3	Sediment Barrier	43	LF	\$ 6.25	\$ 268.75	\$ 2.40	\$ 103.20
247	104-18	Inlet Protection System	2	EA	\$ 125.00	\$ 250.00	\$ 120.00	\$ 240.00
248	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00	\$ 30,000.00	\$ 600.00
249	120-1	Regular Excavation	7	CY	\$ 25.00	\$ 175.00	\$ 66.00	\$ 462.00
250	120-6	Embankment	19	CY	\$ 37.50	\$ 712.50	\$ 78.00	\$ 1,482.00
251	522-1	Concrete Sidewalk and Driveways, 4" Thick	33	SY	\$ 56.25	\$ 1,856.25	\$ 64.00	\$ 2,112.00
252	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75	\$ 128.00	\$ 1,408.00
253	570-1-2	Performance Turf	19	SY	\$ 2.50	\$ 47.50	\$ 4.20	\$ 79.80
254	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00	\$ 900.00	\$ 900.00
255	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.14	\$ 312.14	\$ 228.00	\$ 228.00
256	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 585.00	\$ 585.00
257	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,306.00	\$ 14,306.00
258	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,027.00	\$ 1,027.00
259	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,529.00	\$ 1,529.00
260	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00	\$ 720.00	\$ 720.00
261		Sub Total Stop No. 21				\$ 27,904.22		\$ 29,382.00
262		GRAND TOTAL				\$ 443,000.00		\$ 483,161.00

1	Acknowledged all Addenda.		Yes		Yes
2	Original 5% Bid Bond.		Yes		Yes
3	Copy of current Insurance.		Yes		Yes
4	Review & accepted all City terms & conditions.		Yes		Yes
5	Submitted all licenses to perform the work.		Yes		Yes
6	Submitted Questionnaire.		Yes		Yes
7	Submitted all required forms.		Yes		Yes
8	Listed all subcontractors.		TBD		Yes
10	Submitted 5 projects similar in nature to this Bid.		Yes		Yes

E-BID TABULATION REPORT

E-BID #20150057

OPENED: SEPTEMBER 30, 2015 - 3:00 PM

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	A. Thomas Construction		West Construction , Inc.	
					Unit Price	Amount	Unit Price	Amount
	11	Has the Bidder or any if its principals ever been declared bankrupt or reorganized under Chapter 11 or put in receivership?				No		No
	12	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?				None		Listed
	13	Any judgments from lawsuits in the last 5 years?				None		Listed
	14	Any criminal violations and/or convictions of the Bidder and/or any of the partners?				None		None
	15	Bonding Capacity.				\$500,000		\$75 MIL
	16	Accepts Visa.				No		No
	17	Discount using Visa.				N/A		N/A
	18	Submitted W-9 form.				Yes		Yes
	19	Number of calendar days.				270		270
	20	Signed the Vendor Code of Ethics				Yes		Yes

Non-Responsive Bidders:
One Call Property Services, Inc.

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

A. THOMAS CONST INC

Line #	Pay Item Number (1)	Pay Item Description (1)	Quantity	Unit	Unit Price	Amount
Stop No. 2, Benton Building						
1	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
2	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
3	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
4	120-1	Regular Excavation	4	CY	\$ 25.00	\$ 100.00
5	522-1	Concrete Sidewalk and Driveways, 4" Thick	4	SY	\$ 56.25	\$ 225.00
6	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
7	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
8	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
9	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
10	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
11	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
12	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
13	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
14		Sub Total Stop No. 2				\$ 24,579.58
Stop No. 4, Kmart Plaza						
15	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
16	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
17	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
18	120-1	Regular Excavation	9	CY	\$ 25.00	\$ 225.00
19	519-78	Bollards	6	EA	\$ 375.00	\$ 2,250.00
20	522-1	Concrete Sidewalk and Driveways, 4" Thick	22	SY	\$ 56.25	\$ 1,237.50
21	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
22	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
23	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
24	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
25	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
26	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
27	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
28	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
29		Sub Total Stop No. 4				\$ 27,967.08
Stop No. 5, Sabal Palm Plaza						
30	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
31	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
32	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
33	110-1-1	Clearing and Grubbing	0.05	AC	\$ 20,000.00	\$ 1,000.00
34	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00
35	120-6	Embankment	7	CY	\$ 37.50	\$ 262.50
36	519-78	Bollards	6	EA	\$ 375.00	\$ 2,250.00
37	522-1	Concrete Sidewalk and Driveways, 4" Thick	63	SY	\$ 56.25	\$ 3,543.75
38	522-4	Bus Shelter Pad - Concrete	16	SY	\$ 86.25	\$ 1,380.00
39	527-2	Detectable Warnings	10	SF	\$ 25.00	\$ 250.00
40	570-1-2	Performance Turf	49	SY	\$ 2.50	\$ 122.50
41	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
42	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

A. THOMAS CONST INC

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
43	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
44	751-35-13	Bus Shelter (F&I, 101-150 Feet)	1	EA	\$ 20,000.00	\$ 20,000.00
45	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
46	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
47	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
48		Sub Total Stop No. 5				\$ 37,692.08
		Stop No. 43, Midway Road North				
49	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
50	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
51	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
52	120-1	Regular Excavation	8	CY	\$ 25.00	\$ 200.00
53	120-6	Embankment	3	CY	\$ 37.50	\$ 112.50
54	522-1	Concrete Sidewalk and Driveways, 4" Thick	23	SY	\$ 56.25	\$ 1,293.75
55	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
56	570-1-2	Performance Turf	19	SY	\$ 2.50	\$ 47.50
57	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
58	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
59	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
60	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
61	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
62	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
63	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
64		Sub Total Stop No. 43				\$ 25,720.83
		Stop No. 8, Midway Road South				
65	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
66	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
67	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
68	120-1	Regular Excavation	8	CY	\$ 25.00	\$ 200.00
69	120-6	Embankment	2	CY	\$ 37.50	\$ 75.00
70	522-1	Concrete Sidewalk and Driveways, 4" Thick	23	SY	\$ 56.25	\$ 1,293.75
71	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
72	570-1-2	Performance Turf	14	SY	\$ 2.50	\$ 35.00
73	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
74	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
75	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
76	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
77	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
78	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
79	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
80		Sub Total Stop No. 8				\$ 25,670.83
		Stop No. 42, Rio Mar North				
81	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
82	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
83	104-10-3	Sediment Barrier	25	LF	\$ 6.25	\$ 156.25
84	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

A. THOMAS CONST INC

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
85	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00
86	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50
87	400-11	Class NS Concrete - Gravity Wall	3.6	CY	\$ 437.50	\$ 1,575.00
88	515-1-2	Pipe Handrail - Guiderail (Aluminum)	26	LF	\$ 125.00	\$ 3,250.00
89	522-1	Concrete Sidewalk and Driveways, 4" Thick	10	SY	\$ 56.25	\$ 562.50
90	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
91	570-1-2	Performance Turf	8	SY	\$ 2.50	\$ 20.00
92	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
93	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
94	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
95	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
96	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
97	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
98	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
99		Sub Total Stop No. 42				\$ 29,818.33
		Stop No. 9, Rio Mar South				
100	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
101	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
102	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
103	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
104	120-1	Regular Excavation	15	CY	\$ 25.00	\$ 375.00
105	120-6	Embankment	3	CY	\$ 37.50	\$ 112.50
106	522-1	Concrete Sidewalk and Driveways, 4" Thick	33	SY	\$ 56.25	\$ 1,856.25
107	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
108	570-1-2	Performance Turf	20	SY	\$ 2.50	\$ 50.00
109	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
110	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
111	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
112	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
113	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
114	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
115	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
116		Sub Total Stop No. 9				\$ 26,585.83
		Stop No. 10, Chase Bank				
117	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
118	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
119	110-1-1	Clearing and Grubbing	0.03	AC	\$ 34,000.00	\$ 1,020.00
120	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00
121	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50
122	522-1	Concrete Sidewalk and Driveways, 4" Thick	39	SY	\$ 56.25	\$ 2,193.75
123	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
124	527-2	Detectable Warnings	60	SF	\$ 25.00	\$ 1,500.00
125	570-1-2	Performance Turf	7	SY	\$ 2.50	\$ 17.50
126	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
127	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

A. THOMAS CONST INC

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
128	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
129	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
130	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
131	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
132	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
133		Sub Total Stop No. 10				\$ 29,108.33
		Stop No. 16, CVS Pharmacy				
134	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
135	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
136	104-10-3	Sediment Barrier	63	LF	\$ 6.25	\$ 393.75
137	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
138	110-1-1	Clearing and Grubbing	0.03	AC	\$ 34,000.00	\$ 1,020.00
139	120-1	Regular Excavation	14	CY	\$ 56.25	\$ 787.50
140	120-6	Embankment	30	CY	\$ 37.50	\$ 1,125.00
141	400-11	Class NS Concrete - Gravity Wall	5.1	CY	\$ 437.58	\$ 2,231.66
142	515-1-2	Pipe Handrail - Guiderail (Aluminum)	16	LF	\$ 85.00	\$ 1,360.00
143	522-1	Concrete Sidewalk and Driveways, 4" Thick	55	SY	\$ 56.25	\$ 3,093.75
144	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
145	570-1-2	Performance Turf	45	SY	\$ 2.50	\$ 112.50
146	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
147	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00
148	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
149	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
150	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
151	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
152	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
153		Sub Total Stop No. 16				\$ 34,476.24
		Stop No. 41, Prima Vista Crossing				
154	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
155	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
156	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
157	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00
158	120-1	Regular Excavation	17	CY	\$ 25.00	\$ 425.00
159	120-6	Embankment	1	CY	\$ 37.50	\$ 37.50
160	522-1	Concrete Sidewalk and Driveways, 4" Thick	34	SY	\$ 56.25	\$ 1,912.50
161	522-4	Bus Shelter Pad - Concrete	16	SY	\$ 81.25	\$ 1,300.00
162	570-1-2	Performance Turf	5	SY	\$ 2.50	\$ 12.50
163	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
164	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
165	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
166	751-35-13	Bus Shelter (F&I, 101-150 Feet)	1	EA	\$ 20,000.00	\$ 20,000.00
167	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
168	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
169	CUSTOM	Remove Existing Bench	1	EA	\$ 125.00	\$ 125.00
170	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

A. THOMAS CONST INC

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
171		Sub Total Stop No. 41				\$ 32,638.33
		Stop No. 37, TC Medical Center				
172	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
173	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
174	110-1-1	Clearing and Grubbing	0.08	AC	\$ 34,000.00	\$ 2,720.00
175	120-1	Regular Excavation	23	CY	\$ 25.00	\$ 575.00
176	120-6	Embankment	26	CY	\$ 37.50	\$ 975.00
177	400-11	Class NS Concrete - Gravity Wall	4.1	CY	\$ 437.50	\$ 1,793.75
178	430-174-215	Pipe Culvert Optional Material (SD, Elliptical/Arch, 15")	12	LF	\$ 93.75	\$ 1,125.00
179	430-984-623	Mitered End Section (SD, Elliptical/Arch, 15")	2	EA	\$ 1,250.00	\$ 2,500.00
180	515-1-2	Pipe Handrail - Guiderail (Aluminum)	40	LF	\$ 65.00	\$ 2,600.00
181	522-1	Concrete Sidewalk and Driveways, 4" Thick	54	SY	\$ 56.25	\$ 3,037.50
182	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
183	527-2	Detectable Warnings	12	SF	\$ 25.00	\$ 300.00
184	570-1-2	Performance Turf	244	SY	\$ 2.50	\$ 610.00
185	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
186	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
187	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
188	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
189	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
190	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
191	CUSTOM	Swale Liner (Install Only)	86	LF	\$ 12.50	\$ 1,075.00
192	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
193		Sub Total Stop No. 37				\$ 41,225.83
		Stop No. 35, Cracker Barrel				
194	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
195	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
196	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
197	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00
198	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00
199	120-6	Embankment	14	CY	\$ 37.50	\$ 525.00
200	522-1	Concrete Sidewalk and Driveways, 4" Thick	9	SY	\$ 56.25	\$ 506.25
201	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
202	570-1-2	Performance Turf	27	SY	\$ 2.50	\$ 67.50
203	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
204	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
205	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
206	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
207	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
208	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
209		Sub Total Stop No. 35				\$ 25,655.83
		Stop No. 19, Lowes and BJ's				
210	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
211	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

A. THOMAS CONST INC

Line #	Pay Item Number (1)	Pay Item Description (1)	Quantity	Unit	Unit Price	Amount
212	104-18	Inlet Protection System	1	EA	\$ 125.00	\$ 125.00
213	110-1-1	Clearing and Grubbing	0.01	AC	\$ 34,000.00	\$ 340.00
214	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00
215	120-6	Embankment	2	CY	\$ 37.50	\$ 75.00
216	522-1	Concrete Sidewalk and Driveways, 4" Thick	9	SY	\$ 56.25	\$ 506.25
217	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
218	570-1-2	Performance Turf	13	SY	\$ 2.50	\$ 32.50
219	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
220	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS	\$ 312.50	\$ 625.00
221	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
222	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
223	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
224	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
225	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
226		Sub Total Stop No. 19				\$ 25,455.83
		Stop No. 34, Pineapple Commons				
227	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
228	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
229	104-18	Inlet Protection System	2	EA	\$ 125.00	\$ 250.00
230	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00
231	120-1	Regular Excavation	6	CY	\$ 25.00	\$ 150.00
232	120-6	Embankment	65	CY	\$ 25.00	\$ 1,625.00
233	522-1	Concrete Sidewalk and Driveways, 4" Thick	31	SY	\$ 56.25	\$ 1,743.75
234	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
235	570-1-2	Performance Turf	55	SY	\$ 2.50	\$ 137.50
236	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00
237	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.50	\$ 312.50
238	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
239	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
240	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
241	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
242	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
243		Sub Total Stop No. 34				\$ 28,500.83
		Stop No. 21, Britt Road				
244	101-1	Mobilization	1	LS	\$ 1,083.33	\$ 1,083.33
245	102-1	Maintenance of Traffic	1	LS	\$ 375.00	\$ 375.00
246	104-10-3	Sediment Barrier	43	LF	\$ 6.25	\$ 268.75
247	104-18	Inlet Protection System	2	EA	\$ 125.00	\$ 250.00
248	110-1-1	Clearing and Grubbing	0.02	AC	\$ 34,000.00	\$ 680.00
249	120-1	Regular Excavation	7	CY	\$ 25.00	\$ 175.00
250	120-6	Embankment	19	CY	\$ 37.50	\$ 712.50
251	522-1	Concrete Sidewalk and Driveways, 4" Thick	33	SY	\$ 56.25	\$ 1,856.25
252	522-4	Bus Shelter Pad - Concrete	11	SY	\$ 81.25	\$ 893.75
253	570-1-2	Performance Turf	19	SY	\$ 2.50	\$ 47.50
254	635-2-11	Pull & Splice Box	1	EA	\$ 625.00	\$ 625.00

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

A. THOMAS CONST INC

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
255	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS	\$ 312.14	\$ 312.14
256	751-36-13	Bicycle Rack (F&I, Medium)	1	EA	\$ 1,250.00	\$ 1,250.00
257	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA	\$ 15,000.00	\$ 15,000.00
258	751-37	Trash Receptacle	1	EA	\$ 1,250.00	\$ 1,250.00
259	751-38-11	Bench (F&I, Aluminum)	1	EA	\$ 1,250.00	\$ 1,250.00
260	CUSTOM	As-Built Survey	1	LS	\$ 1,875.00	\$ 1,875.00
261		<i>Sub Total Stop No. 21</i>				\$ 27,904.22
262		GRAND TOTAL				\$ 443,000.00

(1) Pay Item Number and Description from FDOT Basis of Estimates 2014 Edition

NOTES:

- 1 The City reserves the right to award the bid items listed above in their entirety or partially. In the event a partial list is awarded, the City reserves the right to adjust the total bid amount by deleting those items included in the award.
- 2 Unit prices can only go to 2 decimals. Example: \$5.2555 is unacceptable - \$5.25 is acceptable.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

THOMAS, ANDREW ROBERT
A. THOMAS CONST. INC
P.O. BOX 3285
FORT PIERCE FL 34948

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**

CGC1522275 ISSUED: 05/14/2014

**CERTIFIED GENERAL CONTRACTOR
THOMAS, ANDREW ROBERT
A. THOMAS CONST. INC.**

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1405140000451

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGC1522275

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



THOMAS, ANDREW ROBERT
A. THOMAS CONST. INC
1380 BAYSHORE DRIVE
FORT PIERCE FL 34949



ISSUED: 05/14/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1405140000451

**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)
A. THOMAS CONST INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
PO Box 3285

City, state, and ZIP code
Ft Pierce FL 34948

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

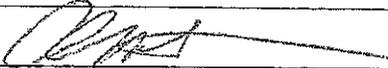
Social security number								
			-			-		
Employer identification number								
2	0	-	4	7	8	7	6	0
5								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **11/04/2014**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



"A City for All Ages"

VENDOR CODE OF ETHICS

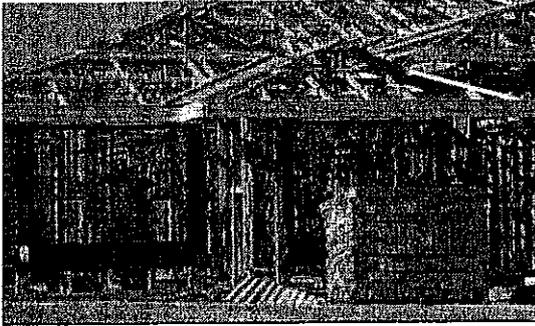
The City of Port St Lucie ("City"), through its Office of Management and Procurement ("OMB") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, OMB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

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

E-Bid Number: 2015-0057
Name of Organization/Proposer A Thomas Const Inc
Signature [Handwritten Signature]
Printed Name and Title Andrew Thomas President
Date 08/17/2015

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.

A. THOMAS CONST. INC.



CGC1522275
Andrew Thomas-President
PO. Box 3285
Fort Pierce
Florida 34948
Fax/Office: 772-595-5261
atconst06@yahoo.com

STATUS OF CURRENT CONTRACTS

CLIENT/HOMEOWNER	Housing Authority City of Fort Pierce
Description	Install 105 Entry Doors at Park Terrace
Total job Cost	\$87,000.00
Duration	Currently underway Complete: 11/30/15
CLIENT/HOMEOWNER	City of Port St. Lucie
Description	Install four (4) "Welcome to City of PSL" Entry Signs
Total job Cost	\$53,000.00
Duration	in process Complete: 11/15/15
CLIENT/HOMEOWNER	City of Port St. Lucie Archer Avenue SHIP project
Description	Renovate home and add livable room in the rear.
Total job Cost	\$55,000.00
Duration	Just finished
CLIENT/HOMEOWNER	John Teixeira
Description	Enlarge garage and front entry of home
Total job Cost	\$25,000.00
Duration	Finished
CLIENT/HOMEOWNER	Housing Authority W.Palm Beach
Description	Paint 70+ buildings
Total job cost	\$128,460.00
Duration	Completed

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20150057

PROJECT TITLE: US Highway #1 Transit Corridor Bus Shelter Construction Project

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: US Highway #1 Transit Corridor Bus Shelter Construction Project

Project Location: US Highway #1 through Martin and St. Lucie Counties

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 Contractor's 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:

Zero Dollars
(Written)

0
(Figures)

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

Certified: Andrew Thomas A. Thomas Const Inc
(Company-Contractor)

By: [Signature] ANDREW THOMAS
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the 29 day of SEPT, 2015

 Faye Fitzpatrick
NOTARY PUBLIC

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
CITY OF PORT ST. LUCIE, FLORIDA
E-BID NO. 20150057

PROJECT TITLE: US Highway #1 Transit Corridor Bus Shelter Construction Project

State of Florida }

County of St Lucie }

Andrew Thomas, being first duly sworn, disposes and says that:
(Name/s)

1. They are president of A Thomas Const 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) Andrew Thomas

(Title) President

STATE OF FLORIDA }
COUNTY OF ST LUCIE }SS:

The foregoing instrument was acknowledged before me this 29 Sept 2015
(Date)

by: Andrew Thomas who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

David S. Patrick
Notary (print & sign) DAVID S. PATRICK
Commission No. _____
MY COMMISSION # FF 908367
EXPIRES: August 24, 2019
Bonded Thru Budget Notary Services



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. <div style="font-size: 1.2em; font-family: cursive;">A Thomas Const Inc</div>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) <div style="font-size: 1.2em; font-family: cursive;">PO Box 3285</div>	Requester's name and address (optional)
6 City, state, and ZIP code <div style="font-size: 1.2em; font-family: cursive;">FT Pierce A 34948</div>	
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												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>												
or												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;">20</td> <td style="border: 1px solid black; width: 20px; height: 20px;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px;">5</td> </tr> </table>	20	-	4	7	8	7	6	0	5			
20	-	4	7	8	7	6	0	5				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 9-30-2015
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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.

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150057
PROJECT TITLE: US Highway #1 Transit Corridor Bus Shelter Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: A Thomas Const Inc

Corporate Title: President - officer

Address: PO Box 3285

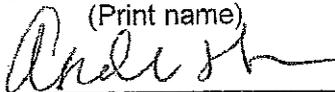
Ft Pierce Fl 34948

(Zip Code)

By: Andrew Thomas President

(Print name)

(Print title)


(Authorized Signature)

Telephone: 772 595 5261

Fax: 772 595 5261

State License # CGC 1522275 (ATTACH COPY)

County License # 29048 (ATTACH COPY)

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

Type of License: CGC 1522275 STATE CITY PSL 10736

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CONTRACTOR LICENSING

SEARCH FOR A CONTRACTOR

The purpose of the Contractor Licensing Division is to protect the health, safety and welfare of the citizens of The City Of Port St. Lucie by regulating the construction industry.

A Contractor's License is obtained through the City Of Port St. Lucie Contractor Licensing Division (local/registered) or through the Department of Business & Professional Regulation (DBPR) (state certified).

Contractor licenses issued locally in the City Of Port St. Lucie (Trade Classification List), are known as Certificate of Competency. Certificates of Competency are obtained by successfully passing an approved PROMETRIC Trade exam and Business & Law exam, and submitting a completed Application for Certificate of Competency, including verification of experience, along with all other required paperwork and fees. An approval is then determined by the Contractor's Examining Board (CEB).

State Licenses obtained through DBPR are known as Certified Contractor. Any Certified Contractor required to obtain a Building Permit in the City Of Port St. Lucie may elect to submit a completed Computer Member Application in order to streamline the permitting process. Should a Certified Contractor elect not to become a computer member, the qualifier must submit in person a copy of his/her drivers license, state certification, general liability insurance & workers compensation insurance with each permit applied for.

Licensing requirements are regulated by Florida State Statute Chapter 489 and City of Port St Lucie Ordinance Chapter 150.501. The City Of Port St. Lucie Contractor's Examining Board (CEB) is responsible for approving all local applications for licensure, requests for change of status, and any disciplinary action taken against a City licensed contractor. The CEB meets the second Thursday of every other month (unless otherwise posted).

Tips for Hiring a Contractor

CONTRACTOR SEARCH

No special characters in search. Will result in red border around the textbox

Active:

Company Name:

Comp Card #: 10736

Contractor Group:

In Port St. Lucie:

Qualifier First Name:

Qualifier Last Name:

State Reg. #:

Company: A THOMAS CONSTRUCTION INC State: CGC1522275 Expiration: 4/31/2015
 Qualifier: THOMAS, ANDREW Comp Card: 10736 Expiration: 12/31/2015

Contractor Search

Address: PO BOX 3285 W/C: 10642180 Expiration: 4/1/2016
 FORT PIERCE FL, 34948 GL #: BLS54573729 Expiration: 9/12/2016
 Group: GENERAL CONTRACTOR Contractor Key: 10276 (Click to view all permits)
 Type: GENERAL CONTRACTOR Email: ATCONST06@YAHOO.COM
 Phone #: 7725955261



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2015

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

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

PRODUCER Killingsworth Agency 19259 Cortez Blvd. P. O. Box 1750 Brooksville FL 34605-1750	CONTACT NAME: Danielle Healis PHONE (A/C, No, Ext): (352) 796-1451 E-MAIL ADDRESS:	FAX (A/C, No): (352) 799-5986
	INSURER(S) AFFORDING COVERAGE	
INSURED A. Thomas Const. Inc. PO Box 3285 Fort Pierce FL 34948-3285	INSURER A: Ohio Security Ins. Co. NAIC # 24082	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 **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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BLS54573729	9/12/2015	9/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Schedule Mod Factor 1 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
 Limits shown are those in effect at policy inception date.
 Re: Quote 15NAM2570 Nuisance Abatement Full 1150 SW Gaffney Avenue
 Certificate holder is listed as additional insured in reference to General Liability.

CERTIFICATE HOLDER City of Port St. Lucie Procurement Management Department 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 Brendan McAuley/CLARE

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US Highway #1 Transit Corridor Bus Shelter Construction Project
CONTRACTOR'S QUESTIONNAIRE

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

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

Dated at Fort Pierce, this 17 day of August 2015
(Location)

Name of Organization/Contractor: A Thomas Const Inc

By: Andrew Thomas, President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation
2. Firm's name and main office address, telephone and fax numbers

Name: A Thomas Const Inc

Address: P.O. Box 3285
Fort Pierce FL 34948

Telephone Number: 772-595-5261

Fax Number: 772-595-5261

3. Contact person: Andrew Thomas ^{Faye Fitzpatrick} Email: ATCONST06@
yahoo.com

4. Firm's previous names (if any). none

5. How many years has your organization been in business? 9+ YR

6. List five (5) bus shelter 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: TRANSIT Bus Shelters Martin County

Description: Provide & install two bus shelters, site prep,
construct, permit, surveys, solar powered lighting.

US Highway #1 Transit Corridor Bus Shelter Construction Project

Location & type of shelter: Indian town, FL 6x12' TRANSIT style #4
Client Name, Phone Number & Email: PAUL BANGS MARTIN CO. 772.463-2848 PBANGS@MARTIN.FL.US
Value of Total Contract: \$53,389-
Date of Completion: April 2014
Firm's Percentage of Total Contract: 95%
Number of Change Orders: 2 AT CLIENT'S REQUEST
Value of Change Orders: \$2074
Was Project Completed on Schedule:
Was Project Completed within Budget? YES

Project Number 2

Project Name: IRSC HOSPITAL BUS SHELTERS MARTIN CO.
Description: PROVIDE + INSTALL TWO BUS SHELTERS SITE PREP, PERMITS, SURVEYS, CONCRETE, SOLAR POWER LIGHTING
Location & type of shelter: SOUTH STUART, FL
Client Name, Phone Number & Email: MARTIN CO. PAUL BANGS 772.463.2848 PBANGS@MARTIN.FL.US
Value of Total Contract: \$65,432
Date of Completion: MARCH 2015
Firm's Percentage of Total Contract: 95%
Number of Change Orders: 1 requested by client
Value of Change Orders: \$73249
Was Project Completed on Schedule: YES
Was Project Completed within Budget? YES

Project Number 3

Project Name:
Description:
Location & type of shelter:
Client Name, Phone Number & Email:
Value of Total Contract:
Date of Completion:
Firm's Percentage of Total Contract:
Number of Change Orders:
Value of Change Orders:

US Highway #1 Transit Corridor Bus Shelter Construction Project

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location & type of shelter:

Client Name, Phone Number & Email:

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 & type of shelter:

Client Name, Phone Number & Email:

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?

7. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. Attach all licenses and certifications that qualify them to perform the work.

SUB CONTRACTORS ? MATERIAL SUPPLIERS TBD

Solar powered lighting at

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

9. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

Due to past experience the shelter manufacturer has approx 12 week wait for delivery - our schedule of work will be planned accordingly as well as the budget & equipment

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed. *No None*

Total Number of Projects where Failure to Complete Work Occurred: *0*

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed. *0*

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

Yes ()

No (X)

If yes, please explain:

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

NONE

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

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

NONE

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

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

NONE

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

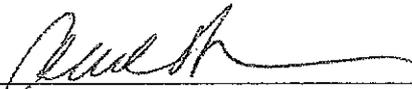
15. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes (X) No ()

If "Yes" was checked, state the bonding capacity of the firm. \$ 500,000 -

16. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to one (1) page)

17. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you. (Please limit to one (1) page)


Signature

8/17/15
Title

**US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER
 CONSTRUCTION PROJECT**

1. **COMPANY NAME:** A THOMAS CONST INC

DIVISION OF: _____

PHYSICAL ADDRESS: 1380 Bayshore Drive

MAILING ADDRESS: P.O. Box 3285

CITY, STATE, ZIP CODE: Fort Pierce FL 34948

TELEPHONE NUMBER: 772 595 5261 FAX NO. 772 595 5261

CONTACT PERSON: Faye Fitzpatrick ^{Andrew Thomas} E-MAIL: ATCONSTD@yaho.com?

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

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

Andrew Thomas
 President

FAYE FITZPATRICK
 Vice President

FAYE FITZPATRICK
 Treasurer

How long in present business: 9+ yr How long at present location: 9+ yr

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

If firm claiming Local Preference under Chapter 35.12? Yes No

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

Addendum Number	Date Issued	Addendum Number	Date Issued
<u>1</u>	<u>8-18-15</u>	<u>5</u>	<u>9-09-15</u>
<u>2</u>	<u>8-19-15</u>	<u>6</u>	<u>9-16-15</u>
<u>3</u>	<u>9-01-15</u>	<u>7</u>	<u>9-16-15</u>
<u>4</u>	<u>9-01-15</u>		

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: 0 %

5.3 Bid Reply Sheet Total from **Schedule "A"**: \$ 443,000
(This figure must match the E-Bid Reply Excel Spreadsheets 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 #20150057 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

5.4 Number of calendar days needed for completion of the project if the Contractor cannot complete the project within the estimated two hundred seventy (270) calendar days:
210 calendar days.

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

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet - Schedule "A", completed electronically by the Bidder and submitted with bid packet. Award will be based on, along with other criteria, the total of all line items as shown on E-Bid Reply Excel Spreadsheet, Schedule "A". Also to be included on E-Bid Reply Sheet #20150057 is number of calendar days Contractor will need for completion of project. E-Bid will be award based on line item numbers 1 - 26 that represents the best value to the City.

US Highway #1 Transit Corridor Bus Shelter Construction Project
 Bid Reply Sheet
 Schedule "A"

Line #	Pay Item Number	Pay Item Description ⁽¹⁾	Quantity	Unit
1	101-1	Mobilization	1	LS
2	102-1	Maintenance of Traffic	1	LS
3	104-10-3	Sediment Barrier	131	LF
4	104-18	Inlet Protection System	10	EA
5	110-1-1	Clearing and Grubbing	0.34	AC
6	120-1	Regular Excavation	163	CY
7	120-6	Embankment	174	CY
8	400-11	Class NS Concrete - Gravity Wall	12.8	CY
9	430-174-215	Pipe Culvert Optional Material (SD, Elliptical/Arch, 15")	12	LF
10	430-984-623	Mitered End Section (SD, Elliptical/Arch, 15")	2	EA

US Highway #1 Transit Corridor Bus Shelter Construction Project

11	515-1-2	Pipe Handrail - Guiderail (Aluminum)	82	LF
12	519-78	Bollards	12	EA
13	522-1	Concrete Sidewalk and Driveways, 4" Thick	442	SY
14	522-4	Bus Shelter Pad - Concrete	175	SY
15	527-2	Detectable Warnings	82	SF
16	570-1-2	Performance Turf	525	SY
17	635-2-11	Pull & Splice Box	15	EA
18	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	13	AS
19	751-36-13	Bicycle Rack (F&I, Medium)	15	EA
20	751-35-12	Bus Shelter (F&I, 50-100 Feet)	13	EA
21	751-35-13	Bus Shelter (F&I, 101-150 Feet)	2	EA
22	751-37	Trash Receptacle	15	EA
23	751-38-11	Bench (F&I, Aluminum)	15	EA
24	CUSTOM	Remove Existing Bench	5	EA
25	CUSTOM	Swale Liner (Install Only)	86	LF
26	CUSTOM	As-Built Survey	1	LS

All work performed in this total project shall be in compliance with ADA and the FDOT Specifications.

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 offered shall be entered on Schedule "A", E-Bid Reply Excel Spreadsheet and such price shall include the total cost unless otherwise specified. A grand total shall be figured and entered on line 5.3 above and entered on the Demandstar web page.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document 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 construction of this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 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) Andrew Thomas 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

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ONLY WHITE PAPER



SeacoastBank
Seacoast National Bank

P.O. BOX 9012 • 815 COLORADO AVE., STUART, FL 34995-9012

No. 927217

68-515
670

September 30, 2015

DATE

PAY TO THE ORDER OF *City of Port St. Lucie*

*****21,875.00

TWENTY ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS

Remitter: A Thomas Construction Inc

20150057

CASHIER'S CHECK

BRN: 13 TLR: -T



AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈927217⑈

⑆067005158⑆

6001486⑈

FORM128489-0812

00100742

CASHIER'S CHECK



PNC BANK
PNC Bank, National Association
Florida, Bank 001

No. 0627277

8-9/430

DATE SEPTEMBER 30 2015

PAY TO THE ORDER OF CITY OF PORT ST LUCIE

20150057

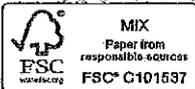
\$ 275.00

TWO HUNDRED SEVENTY FIVE AND 00 / 100 DOLLARS

A THOMAS CONSTRUCTION INC

REMITTER

PNC Bank, National Association



OFFICIAL SIGNATURE

⑈0627277⑈

⑆043000096⑆

⑆026403363⑈

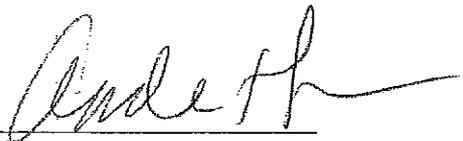
DRUG-FREE WORKPLACE FORM

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

A Thomas Const 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

08/17/2015

Date

Vendor Evaluation Form

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE PROCUREMENT MANAGEMENT DEPARTMENT. THANK YOU.

CONTRACT #20150027

TITLE: Pavilion Design & Upgrades

CONTRACTOR'S NAME: A. Thomas Construction, Inc.

DEPARTMENT: Parks & Recreation

DATE DUE: ASAP

CONTRACT FINAL COMPLETION DATE: September 7, 2015

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Delivery Times		X		
Quality of Work			X	
Quality of Products Used			X	
Adherence to Specifications			X	
Problem Solving			X	
Overall Performance			X	

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

I had to stay on top of their work to have them correct as needed. Communication was poor. End result was good.

Would you contract with this vendor again: Yes

SUPERVISOR: Ron Finks

DATE: Oct. 1, 2015

DEPARTMENT: Parks & Recreation

Vendor Evaluation Form

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE PROCUREMENT MANAGEMENT DEPARTMENT. THANK YOU.

CONTRACT #20140075

TITLE: 1st Floor Renovations, Bldg A. (P & Z Area)

CONTRACTOR'S NAME: A. Thomas Construction, Inc.

DEPARTMENT: Finance & HR

DATE DUE: ASAP

CONTRACT FINAL COMPLETION DATE: May 31, 2014

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Delivery Times		X		
Quality of Work	X			
Quality of Products Used	X			
Adherence to Specifications	X			
Problem Solving	X			
Overall Performance	X			

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

The contractor accommodated changes to the initial design and modified the project as issues were discovered that impacted the planned remodeling. The finished job was very good and I appreciate how the contractor coordinated his efforts with all parties involved in the remodeling.

Would you contract with this vendor again: Yes or No

(please circle one)

SUPERVISOR: Edwin M. Fry, Jr. DATE: 10/1/2015

(please print)

DEPARTMENT: Finance

Vendor Evaluation Form

10/26/2015

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE PROCUREMENT MANAGEMENT DEPARTMENT. THANK YOU.

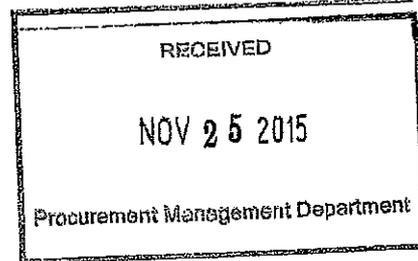
CONTRACT #20140160R

TITLE: Construct & Install City Entry Signs

CONTRACTOR'S NAME: A. Thomas Construction Inc.

DEPARTMENT: Public Works

DATE DUE: November 02, 2015



PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work	x			
Quality of Products Used	x			
Adherence to Specifications		x		
Problem Solving		x		
Overall Performance		x		
Response to Issues		x		

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

A. Thomas Construction does excellent work. The only improvements I would suggest would be to have more frequent communication with the Project Manager. We were primarily given information only when asked. Several phone calls to the office were not answered and we had to leave a voicemail then follow up with e-mail. At the start of the project, I requested pictures of construction progress and failed to receive them. Overall, there were no major issues and I am pleased with the final products. I would recommend contracting with A. Thomas Construction Inc. in the future.

Would you contract with this contractor again: Yes or No (please circle one)

SUPERVISOR: Carla A. Caputo
(please print)

DATE: 11/24/15

DEPARTMENT: PUBLIC WORKS

Vendor Evaluation Form

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE OFFICE OF MANAGEMENT AND BUDGET. THANK YOU.

CONTRACT #20140162

TITLE: Community Center ADA Modifications Construction Project

CONTRACTOR'S NAME: A Thomas Construction

DEPARTMENT: Parks and Recreation

DATE DUE: March 12, 2015

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work		X		
Quality of Products Used		X		
Adherence to Specifications		X		
Problem Solving		X		
Overall Performance		X		
Response to Issues			X	

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

A Thomas Construction did a nice job with the work that they did. My only major concern was the lack of communication and response to calls or emails. I wouldn't be afraid to use them in the future.

Would you contract with this contractor again: Yes or No (please circle one)

SUPERVISOR: Jay Liss DATE: 3/5/15
(please print)

DEPARTMENT: Parks + Recreation

Vendor Evaluation Form

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE PROCUREMENT MANAGEMENT DEPARTMENT. THANK YOU.

CONTRACT # _____

TITLE: _____

CONTRACTOR'S NAME: A. Thomas

DEPARTMENT: Building

DATE DUE: _____

CONTRACT SUBSTANTIAL COMPLETION DATE: _____

CONTRACT FINAL COMPLETION DATE: _____

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Delivery Times		X		
Quality of Work		X		
Quality of Products Used		X		
Adherence to Specifications			X	
Problem Solving		X		
Overall Performance		X		

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

Since our mtg in the spring, Athomas has shown great improvement in adhering to the dates they have provided in the quotes. We have had a few failed inspections, but nothing major and they were quickly rectified.

Would you contract with this vendor again: Yes or No

(please circle one)

SUPERVISOR: Tracy Valure

DATE: 10/7/15

(please print)

DEPARTMENT: Building



"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

Bid/RFP Number: E-Bid #20150057

Title: US Highway#1 Transit Corridor Bus Shelter Construction Project

Bidder/Respondent: (Name of Firm) A. Thomas Construction Inc.

Reference: Paul Bangs

PJB

Tel #: 772-463-2848

Email: pbangs@martin.fl.us

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for the US Highway#1 Transit Corridor Bus Shelter Construction Project. Please complete the information below email or fax within five (5) days to 772-871-7337.

Has the Vendor completed services for you within the past five (5) years? YES

Was the project completed on time and within budget? YES

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 <u>7.5</u>	Final Product <u>10</u>
Qualifications <u>8</u>	Cooperation <u>10</u>
Budget Control <u>9</u>	Reliability <u>8</u>

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

Comments:

Thank you.

* What type of work was performed?
A. Thomas Construction constructed 4 Bus Shelters along w/ sidewalks + some incidental drainage work on two separate Martin Co. contracts. These ~~the~~ bus shelters are identical to the type being built for the US1 Bus Shelters project.



"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

Bid/RFP Number: E-Bid #20150057

Title: US Highway #1 Transit Corridor Bus Shelter Construction Project

Bidder/Respondent: (Name of Firm) A. Thomas Construction, Inc.

Reference: Ed Kiley

Fax: 772-429-6407

Tel #: 772-429-6434

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for the US Highway #1 Transit Corridor Bus Shelter Construction Project. Please complete the information below and fax within five (5) days to 772-871-7337.

Has the Vendor completed services for you within the past five (5) years? yes

Was the project completed on time, within budget and what was the completion date?

ON TIME, ON BUDGET, NO ISSUES, MULTIPLE CONTRACTS, & CURRENT CONTRACT

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

EXTERIOR DOORS (IMPACT) INTERIOR FLOOR DOORS, ADA RAMP & RAIL -

What problems were encountered (claims)? NONE

How many change orders were requested by this Bidder? NONE

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

Professionalism 8

Final Product 9

Qualifications 10

Cooperation 10

Budget Control 9

Reliability 10

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

Comments: A Thomas Construction has done numerous projects over the last 7 years. Each project completed on time on budget with no issue. Warranty honored w/ no issues. Pleasure to work with.

Thank you.

Ed Kiley

Told to Alex



"A City for All Ages"

LM @ 10/8/15 2:23pm

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

Bid/RFP Number: E-Bid #20150057

Title: US Highway#1 Transit Corridor Bus Shelter Construction Project

Bidder/Respondent: (Name of Firm) A Thomas Construction

Reference: Jeery Flynn

Email:

Tel #: 772-519-6253

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for the US Highway#1 Transit Corridor Bus Shelter Construction Project. Please complete the information below and fax within five (5) days to 772-871-7337.

Has the Vendor completed services for you within the past five (5) years? Yes

Was the project completed on time, within budget and what was the completion date? Yes

Describe the scope of work of the contract awarded by your firm to this Proposer. Waterproofed exterior of 911 Bldg @ backgrounds

What problems were encountered (claims)? NO Not really/able to work right through little issues.

How many change orders were requested by this Bidder? NO

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

Professionalism <u>8</u>	Final Product <u>8</u>
Qualifications <u>8</u>	Cooperation <u>8</u>
Budget Control <u>8</u>	Reliability <u>8</u>

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

Comments:

Thank you.



"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

Bid/RFP Number: E-Bid #20150057

Title: US Highway#1 Transit Corridor Bus Shelter Construction Project

Bidder/Respondent: (Name of Firm) A. Thomas Construction, Inc

Reference: Freely Reilly

Email:

Tel #: 772-785-9182

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for the US Highway#1 Transit Corridor Bus Shelter Construction Project. Please complete the information below and fax within five (5) days to 772-871-7337.

Has the Vendor completed services for you within the past five (5) years? Yes

Was the project completed on time, within budget and what was the completion date?

Yes

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

Windows, Garage door, Shutters, front Entrance doorways.

What problems were encountered (claims)? No

How many change orders were requested by this Bidder? 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:

Very happy with this company, I have referred to others who were also very happy.

Thank you.



"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

Bid/RFP Number: E-Bid #20150057

Title: US Highway#1 Transit Corridor Bus Shelter Construction Project

Bidder/Respondent: (Name of Firm) A. Thomas Construction, Inc

Reference: Andrea Fedork

Email:

Tel #: 772-359-9171

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for the US Highway#1 Transit Corridor Bus Shelter Construction Project. Please complete the information below and fax within five (5) days to 772-871-7337.

Has the Vendor completed services for you within the past five (5) years? Yes

Was the project completed on time, within budget and what was the completion date?

Yes

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

Replaced siding on her house

What problems were encountered (claims)? No

How many change orders were requested by this Bidder? _____

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

Professionalism 9

Final Product 8

Qualifications 8

Cooperation 7 (Communication he could have done better)

Budget Control 8

Reliability 7

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

Comments:

Thank you.



"A City for All Ages"

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

Called 10/8/15 @ 2:41 pm
Secretary states
usually does NOT
give references but
will give message

Bid/RFP Number: E-Bid #20150057

Title: US Highway#1 Transit Corridor Bus Shelter Construction Project

Bidder/Respondent: (Name of Firm) A. Thomas Construction

Reference: George Stokos

Email:

Tel #: 772-221-2374

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for the US Highway#1 Transit Corridor Bus Shelter Construction Project. Please complete the information below and fax within five (5) days to 772-871-7337.

Has the Vendor completed services for you within the past five (5) years? Yes 3 1/2 yrs

Was the project completed on time, within budget and what was the completion date?
Yes - he believes so, did not have too much contact with. Remembers vaguely.

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

Insulation

What problems were encountered (claims)? Not that he recalls

How many change orders were requested by this Bidder? None

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

Professionalism <u>8</u>	Final Product <u>8</u>
Qualifications <u>8</u>	Cooperation <u>8</u>
Budget Control <u>8</u>	Reliability <u>8</u>

Would you contract with this contractor again? Yes [] No [] Maybe [] if he's the lowest bidder.

Comments:

Thank you.

20150051

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Clyde Cuffy Extension: 7643

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Construction of sixteen (16) bus shelters and appurtenances for the US Highway 1 Transit Corridor Bus Shelter Project.

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 270 calendar days
Replacement: [] Yes [X] No Total Project Budgeted Amount: \$310,000.00
If professional services what is the estimated construction cost _____ Any grant funds being used for consultants _____ construction Type of Grant FDOT JPA
Liquidated damages amount (for construction only); \$1,074.00 (FDOT Spec. 8-10)
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
	304	4105	563000	Y1334

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: Provide new bus shelters on US Highway 1 in Martin and St. Lucie Counties as identified by the Treasure Coast Regional Transit Organization (RTO) technical advisory subcommittee. Funding is provided through a Joint Participation Agreement (JPA) and a Supplemental JPA with FDOT.

If digging or trenching is required what is the depth? 3 ft. or less

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? single story (10 ft. max height)

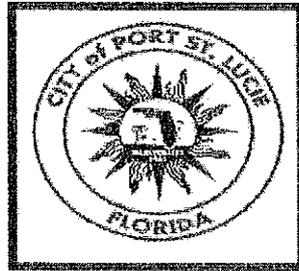
Jamie E. Anstadt
Department Head Approval

2/13/15
Date

2/13/2015

c-c 2/13/15
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**SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR**



CITY OF PORT ST. LUCIE

**US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER
CONSTRUCTION PROJECT**

**Sealed Electronic Bid # 20150057
(E-BID)**

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US Highway #1 Transit Corridor Bus Shelter Construction Project
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INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20150057 for the US Highway #1 Transit Corridor Bus Shelter Construction Project through Martin and St. Lucie Counties 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 **August 18, 2015 at 3:00:00 P.M. EST.**

This project is to construct fifteen (15) bus shelters and appurtenances for the US Highway #1 Transit Corridor. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, record drawings, bus shelters, and all work and materials needed to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. The Contractor shall provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

The US Highway #1 Transit Corridor Bus Shelter Project shall be bid as one (1) project and will be awarded to the bid that represents the best value. In the event that the total bid amount exceeds the available funds provided by the JPA and SJPA, the City may choose to delete one (1) or more bus shelters and associated improvements from the project.

It is the City's intent is to have this project completed within an estimated time frame of two hundred seventy (270) calendar days from contract start date.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five (5%) percent of the bid total, made payable to the City of Port St. Lucie. 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 must be received within **five (5) business days** of the opening or the bid may be deemed non-responsive.

Bidding contractors must comply with all Florida Department of Transportation (FDOT) standards/specifications required for the work and materials to complete this project.

Disadvantage Business Enterprises (DBE) shall comply with FDOT's DBE program Plan approved by the United States Department of Transportation (USDOT). FDOT currently has a race neutral program with a 9.91% goal. Use DBEs that are certified under the Florida Unified Certification Program Directory: <http://www.bipincwebapps.com/biznetflorida/>

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. Bids uploaded to Demandstar.com 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 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 reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City. It is the Bidder's responsibility to ensure that bids are uploaded to Demandstar.com prior to the date and time specified above. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

US Highway #1 Transit Corridor Bus Shelter Construction Project

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

This project is funded through a Joint Participation Agreement (JPA) and a Supplemental Joint Participation Agreement (SJPA) between the City of Port St. Lucie and the Florida Department of Transportation (FDOT).

The approved license for this project is a State of Florida General Contractor License. No other license will be accepted.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 81.
- E-Bid Reply Sheet #20150057, pages 25 - 28 (included in E-Bid Specifications).
- E-Bid Excel Spreadsheet (Schedule A), page 1 (Schedule "A" not included in E-Bid Specifications).
- Attachment A - Construction Plans, pages 1 - 32 (not included in E-Bid Specifications).
- Attachment B – Vendor Code of Ethics, pages 1 -2 (not included in E-Bid Specifications).

Robyn Holder, CPPB
Procurement Manager

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

SEALED BID # 20150057

**US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER
CONSTRUCTION PROJECT**

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the construction of fifteen (15) bus shelters on US Highway #1 through Martin and St. Lucie Counties. All work is under the Joint Participation Agreement and Supplemental Joint Participation Agreement (SJPA) will be based on plans and specifications of the bid documents.

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.

INTENT & SCOPE OF WORK

The Treasure Coast Regional Transit Organization (RTO) technical advisory subcommittee identified fifteen (15) bus stop locations along the US Highway #1 Transit Corridor which would benefit by the addition of a bus shelter. The shelters will be located along US Highway #1 through Martin and St. Lucie Counties. The City of Port St Lucie (City) serves as the lead agency to manage the construction of the bus shelters.

The total available budget for construction and permitting is **\$310,000.00**. The funding for this work is provided through a Joint Participation Agreement (JPA) and a Supplemental Joint Participation Agreement (SJPA) between the City of Port St Lucie and the Florida Department of Transportation (FDOT), FDOT project number 430243-1.

Project Scope

This project is to construct fifteen (15) bus shelters and appurtenances for the US Highway #1 Transit Corridor. The proposed shelter at Sabal Palm Plaza will be located outside of the right-of-way and requires an easement for construction. The City of Fort Pierce and FDOT are in the process of acquiring the necessary easement for construction. In the event the easement is not obtained within the Contract period, the City of Port St. Lucie will direct the Contractor to delete this shelter from the project. Additionally, in the event the total amount exceeds the available funds provided by the JPA and the SJPA, the City of Port St. Lucie may choose to delete one (1) or more bus shelters and associated improvements from the project.

This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, record drawings, bus shelters, and all work and materials needed to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. The Contractor shall provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

The US Highway #1 Transit Corridor Bus Shelter Project shall be bid as one (1) project and will be awarded to the bid that represents the best value to the City.

The Contractor must have all the required licenses and certifications necessary to perform this work. The approved License for this work is a State of Florida General Contractor License. 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.

1. GENERAL REQUIREMENTS

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

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

1.3 Examination of Drawings, Site and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

Submit all questions regarding the Contract Documents, in writing, 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 **August 10, 2015** may not be answered, and will not be cause for additional compensation. Bidder(s) 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.

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 prior to award. It is preferred that this documentation is submitted with the E-Bid Reply. **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.** Five (5) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- ◆ Have sufficient financial resources to complete the order
- ◆ Can meet quoted delivery considering all other business commitments
- ◆ Has a satisfactory record of performance
- ◆ Has adequate staffing to fulfill requirements
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction
- ◆ The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- ◆ The Bidder's past performance with City
- ◆ Has met all requirements of the solicitation (delivery, quality and price)

US Highway #1 Transit Corridor Bus Shelter Construction Project

- ◆ 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 the Base Bid consisting of Line Items 1 - 26 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.

1.7 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 - 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 #20150057 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and contained in two (2) files. No hard copies will be accepted.

- A. Request Bid Specifications, #20150057 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2007 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices.
- C. Complete company information on E-Bid Reply Sheet #20150057.
- D. Enter the unit prices on E-Bid Reply Sheet #20150057. The form is a locked spreadsheet and will only allow the unit prices to be entered. The form will calculate the total amount. Enter this dollar amount of the web page and the E-Bid Reply Sheet #20150057 on Line 5.3. 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 #20150057

uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that are uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet #20150057 where indicated.

File #1:

F. Upload and submit the E-Bid Reply Sheet #20150057, Contractor's Questionnaire, Non-Collusion Affidavit, Contractor Verification Form, List of References, Florida Trench Safety Compliance Sheet, 5% Bid Bond (**MUST** be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20150057.

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.

File #2:

H. Upload the electronic E-Bid Reply Excel Spreadsheet in the Excel format.

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

1.9.1 Bid Documents for the project include the following:

- Bid Specifications– Pages 1 – 81
- E-Bid Reply Sheet #20150057
- Contractor's Questionnaire
- Contractor Verification Form, Licenses & Certifications
- List of References
- Non-Collusion form
- Trench Safety Compliance Forms
- Drug Free Workplace Form
- Attachments:
 - E-Bid Reply Excel Spreadsheet - Schedule "A", page 1
 - A - Construction Plans, pages 1 – 32
 - B - Vendor Code of Ethics, pages 1 – 2

1.9.2 Right to Reject -The City reserves the right to waive irregularities, reject and/or accept 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.

1.9.3 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 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.

1.9.4 Bid Opening Extension – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.9.5 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.9.6 Bid Security Bond - All Contractors shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond must be received within five (5) business days after the opening or the bid may be deemed non-responsive.

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

1.11 Payment Terms - Invoices shall be submitted once a month, by the tenth (10th) day of the each month and payments shall be made in accordance with Florida Statutes 218.735, with the exception of (9), after receipt of an acceptable invoice unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

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 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 City's payment policy.

1.12 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. No contract shall be considered binding upon the City until all parties have properly executed it 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 do not submit a bid.

1.12.1 Contract Time: The Contract Period is estimated at two hundred seventy (270) calendar days. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the successful Bidder(s) 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. Written requests shall be submitted to the City and the Engineer for consideration of extension of contract completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s) warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.

1.13 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.

1.14 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 or Engineer 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 or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and Engineer subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

1.15 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

1.16 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.

1.16.1 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.

1.17 Miscellaneous Testing – The Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Bidder 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 Bidder from other remedies.

1.18 City's Public Relations Image – The Bidder'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 Bidder involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.19 Dress Code – All personnel in the employ of the selected Bidder(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.

1.20 Patent Fees, Royalties, and Licenses – If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder 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 Bidder 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.

1.21 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.

1.22 Cooperative Purchasing Agreement - This bid 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. Bidder(s) 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 bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

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

1.24 Safety Data Sheets (SDS) – The Bidder 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.

1.25 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.

1.26 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).

1.26.1 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.

1.26.2 Permits costs range between \$350.00 to \$400.00 per shelter.

1.27 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).

There may be grant reporting requirements, such as monthly reports on the number of jobs created and the number of jobs retained by the project for both the Contractor and subcontractors, which the successful Bidder will have to satisfy. The exact nature and extent of the reporting requirements are unknown at this time. When the reporting requirements are known, the Contractor will be required to provide the information on a form provided by FDOT.

1.28 Damage to Property – The Bidder 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 Bidder, it shall be

US Highway #1 Transit Corridor Bus Shelter Construction Project

immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the Bidders expense. The Bidder'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

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

2.2 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.

2.2.1 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 Engineer or the City 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 and the Engineer. 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 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.

2.2.2 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.

2.3 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.

2.4 Construction Sequence/Project Schedule - The construction sequence shall be established by the successful Bidder(s) and forwarded to the City and the CEI Engineer for approval of the Project Schedule. The schedule shall be prepared using a Critical Path Method or other approved project-scheduling tool.

The successful Bidder(s) shall submit to the City and the Engineer a complete project schedule within seven (7) days prior to the execution of the Construction Contract. Said schedules shall be updated and resubmitted to the City on the twenty-fifth (25th) day of every month along with the successful Bidder(s) pay request. Pay Requests submitted without a revised Project Schedule will not be forwarded to the City for payment. The project schedule must be approved by the City and the Engineer prior to Contract execution, and shall include, at a minimum, a detailed breakdown of the standard construction operations for the improvements. The submitted and approved schedule shall not change unless approved in writing by the City and the Engineer. In the event a modification is approved to the schedule and additional inspections will be required, the additional cost shall be paid by the successful Bidder(s) to the City.

2.5 Safety Precautions - 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).

2.6 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 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.

2.7 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 selected Bidder(s). The selected Bidder(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the selected Bidder(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the selected Bidder(s) when the operations are suspended for the following reasons:

US Highway #1 Transit Corridor Bus Shelter Construction Project

- A. The selected Bidder(s) fails to comply with the Contract Documents.
- B. The selected Bidder(s) fails to carry out orders given by the Engineer at the direction of the City.
- C. The selected Bidder(s) cause conditions considered unfavorable for continuing the work.

Suspension of operations on City observed Holidays - Unless the selected Bidder(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the selected Bidder(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 Bidder 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 the requirement of FDOT Standard Specification Sections 102 and 104 or for compliance with Standard Specification Sections. The selected Bidder(s) will not be entitled to any additional compensation for the removal of equipment from clear zones for the compliance with FDOT Standard Specifications 102 and 104 during such holiday periods.

2.8 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Bidder(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 selected Bidder(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.

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

2.10 Adjustments - The selected Bidder(s) 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 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.

2.11 Notification - The selected Bidder(s) shall be responsible to give twenty-four (24) hour notification to the City, or his/her designee, when field observations are required.

2.12 Sanitary Conditions - The selected Bidder(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. Selected Bidder(s) shall commit no public nuisance.

2.13 Access to Work - The selected Bidder(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 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.

2.14 Foreman or Superintendent and Workmen- The selected Bidder(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 selected Bidder(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.

2.15 Authority - The selected Bidder(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.

2.16 Damages - The selected Bidder(s) 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 selected Bidder(s) that said work is "complete" and/or "accepted". Selected Bidder(s) shall be responsible until said written notice is received to repair and make good at their expense any such damage.

2.17 Permission to Use - The selected Bidder(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 selected Bidder(s).

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

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

2.20 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.

3. SPECIFIC REQUIREMENTS

3.1 Premises/Site Exploration: Location of project is along US Highway #1 through Martin and St. Luci Counties.

Any site investigations, explorations, tests, studies that the Bidder deems necessary for submission of a Bid will require approval of the City before they can be conducted with Bidder restoring the site to its former condition upon completion of such explorations, investigations, tests, and studies. Failure to conduct site explorations shall not be cause for additional compensation.

3.2 Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-ways are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

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

3.3 Scope of Work to be Performed - This project is to construct fifteen (15) bus shelters and appurtenances for the US Highway #1 Transit Corridor. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, record drawings, bus shelters, and all work and materials needed to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. The Contractor shall provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

The US Highway #1 Transit Corridor Bus Shelter Project shall be bid as one (1) project and will be awarded to the bid that represents the best value. The proposed shelter at Sabal Palm Plaza will be located outside of the right-of-way and requires an easement for construction. The City of Fort Pierce and FDOT are in the process of acquiring the necessary easement for this shelter. In the event that the easement is not obtained within the Contract period, the City of Port St. Lucie will direct the Contractor to delete this shelter from the project. Additionally, in the event that the total bid amount exceeds the available funds provided by the JPA and SJP, the City may choose to delete one (1) or more bus shelters and associated improvements from the project.

The Contractor must have all the required licenses and certifications necessary to perform this work. The approved License for this work is a State of Florida General Contractor License. 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.

3.4 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact 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 Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Bid Guaranty (Bid Bond) - A Bid Bond, certified check, cashiers 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.

4.2 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.

4.3 Payment & Performance Bonds - The awarded Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound 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. The Performance and Payment Bond shall remain in full force a minimum of one (1) year after the work required has been completed and final acceptance 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. The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The 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.

4.4 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, deliver the required Insurance Certificates, and other documentation, and furnish an acceptable Performance and Payment Bond. 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.

4.5 Failure to Execute - The failure on the part of the Bidder 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 Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder 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 Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. INSURANCE REQUIREMENTS

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

The Bidder 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 Bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Bidder under the Contract.

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the

insurance requirements as outlined below. It shall be the responsibility of the Bidder to ensure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. Coverages outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the construction contract. As consideration for this indemnity provision the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

5.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should 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.

5.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder 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 list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner 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 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. 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. 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.

5.5 Additional Insured Requirements & Certificates of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. 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, Contract #20150057 – US Highway #1 Transit Corridor Bus Shelter Construction Project**". Said Certificates of Insurance and 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. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

5.6 Waiver of Subrogation - The Bidder 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 agreement to waive subrogation without an endorsement then Bidder 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 Bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to ensure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty-(30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage.

5.10 Umbrella or Excess Liability - The Bidder 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 Employer's 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."

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

6. ADDITIONAL INFORMATION

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 Bid Information - For information concerning procedures for responding to this bid, contact Robyn Holder, CPPB, 772-344-4293, Fax 772-871-7337, Email: rholder@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. Holder is the only individual who is authorized to represent the City during this Bid process. Questions submitted to any other person in any other department will not be addressed. Final date for question, in writing, is August 10, 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 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. 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. 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 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.

(Balance of page intentionally left blank.)

E-Bid Reply Sheet #20150057

**US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER
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? _____

If firm claiming Local Preference under Chapter 35.12? Yes _____ No _____

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

5.3 Bid Reply Sheet Total from **Schedule "A"**: \$ _____
(This figure must match the E-Bid Reply Excel Spreadsheets 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 #20150057 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

5.4 Number of calendar days needed for completion of the project if the Contractor cannot complete the project within the estimated two hundred seventy (270) calendar days:
 _____ calendar days.

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

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet - Schedule "A", completed electronically by the Bidder and submitted with bid packet. Award will be based on, along with other criteria, the total of all line items as shown on E-Bid Reply Excel Spreadsheet, Schedule "A". Also to be included on E-Bid Reply Sheet #20150057 is number of calendar days Contractor will need for completion of project. E-Bid will be award based on line item numbers 1 - 26 that represents the best value to the City.

US Highway #1 Transit Corridor Bus Shelter Construction Project
 Bid Reply Sheet

Schedule "A"

Line #	Pay Item Number	Pay Item Description ⁽¹⁾	Quantity	Unit
1	101-1	Mobilization	1	LS
2	102-1	Maintenance of Traffic	1	LS
3	104-10-3	Sediment Barrier	131	LF
4	104-18	Inlet Protection System	10	EA
5	110-1-1	Clearing and Grubbing	0.34	AC
6	120-1	Regular Excavation	163	CY
7	120-6	Embankment	174	CY
8	400-11	Class NS Concrete - Gravity Wall	12.8	CY
9	430-174-215	Pipe Culvert Optional Material (SD, Elliptical/Arch, 15")	12	LF
10	430-984-623	Mitered End Section (SD, Elliptical/Arch, 15")	2	EA

US Highway #1 Transit Corridor Bus Shelter Construction Project

11	515-1-2	Pipe Handrail - Guiderail (Aluminum)	82	LF
12	519-78	Bollards	12	EA
13	522-1	Concrete Sidewalk and Driveways, 4" Thick	442	SY
14	522-4	Bus Shelter Pad - Concrete	175	SY
15	527-2	Detectable Warnings	82	SF
16	570-1-2	Performance Turf	525	SY
17	635-2-11	Pull & Splice Box	15	EA
18	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	13	AS
19	751-36-13	Bicycle Rack (F&I, Medium)	15	EA
20	751-35-12	Bus Shelter (F&I, 50-100 Feet)	13	EA
21	751-35-13	Bus Shelter (F&I, 101-150 Feet)	2	EA
22	751-37	Trash Receptacle	15	EA
23	751-38-11	Bench (F&I, Aluminum)	15	EA
24	CUSTOM	Remove Existing Bench	5	EA
25	CUSTOM	Swale Liner (Install Only)	86	LF
26	CUSTOM	As-Built Survey	1	LS

All work performed in this total project shall be in compliance with ADA and the FDOT Specifications.

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 offered shall be entered on Schedule "A", E-Bid Reply Excel Spreadsheet and such price shall include the total cost unless otherwise specified. A grand total shall be figured and entered on line 5.3 above and entered on the Demandstar web page.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document 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 construction of this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 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

US Highway #1 Transit Corridor Bus Shelter Construction Project
collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

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

Signature

Title

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

(Balance of page left intentionally blank)

CONTRACTOR'S QUESTIONNAIRE

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

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

Dated at _____, this _____ day of _____, 2015
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____
2. Firm's name and main office address, telephone and fax numbers

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. List five (5) bus shelter 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: _____

US Highway #1 Transit Corridor Bus Shelter Construction Project

Location & type of shelter:

Client Name, Phone Number & Email:

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 2

Project Name:

Description:

Location & type of shelter:

Client Name, Phone Number & Email:

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 3

Project Name:

Description:

Location & type of shelter:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

US Highway #1 Transit Corridor Bus Shelter Construction Project

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location & type of shelter:

Client Name, Phone Number & Email:

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 & type of shelter:

Client Name, Phone Number & Email:

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?

7. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. Attach all licenses and certifications that qualify them to perform the work.

- 8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.
- 9. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

- 10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name: _____

Project Location: _____

Client Name and Phone Number: _____

Engineer Name and Phone Number: _____

Date: _____

Reason: _____

Insert additional projects if needed.

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

Yes () No ()

If yes, please explain:

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

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

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

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

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

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

15. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes () No ()

If "Yes" was checked, state the bonding capacity of the firm. \$ _____

16. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to one (1) page)
17. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you. (Please limit to one (1) page)

Signature _____ Title _____

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

**CITY OF PORT SAINT LUCIE
CONTRACT #20150057**

This CONTRACT, executed this _____ day of _____, 2015, 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:

NOTIFICATIONS

As used herein the Project Manager shall mean:

Clyde Cuffy, or his designee.
City's Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-7643 Fax: (772) 871-5289
Email: ccuffy@cityofpsl.com

As used herein the CEI for this project shall mean: TBD

As used herein the Contract Administrator shall mean:

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

As used herein the Contractor for this project shall mean: TBD

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20150057, **US Highway #1 Transit Corridor Bus Shelter Construction Project** including all Attachments, all Addenda, Construction Plans consisting of 32 pages; any Plan revisions; FDOT Specifications, Technical Specifications and all other restrictions and requirements are incorporated by this reference.

Scope of Work: This project is to construct fifteen (15) bus shelters and appurtenances for the US Highway #1 Transit Corridor. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, record drawings, bus shelters, and all work and materials needed to provide a complete project

US Highway #1 Transit Corridor Bus Shelter Construction Project

as shown and described in the contract documents, bid specifications and project plan set. The Contractor shall provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

The US Highway #1 Transit Corridor Bus Shelter Project shall be bid as one (1) project and will be awarded to the bid that represents the best value to the City. The proposed shelter at the Sabal Palm Plaza will be located outside of the right-of-way and requires an easement for construction. The City of Fort Pierce and FDOT are in the process of acquiring the necessary easement for this shelter. In the event the easement is not obtained within the Contract period, the City of Port St. Lucie will direct the Contractor to delete this shelter from the project at no additional charge to the City. Additionally, in the event that the total bid amount exceeds the available funds provided by the JPA and SJPA, the City may choose to delete one (1) or more bus shelters and associated improvements from the project.

SECTION II TIME OF PERFORMANCE

The Contract Period (start date) will be _____ and will terminate two hundred seventy (270) calendar days 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 and accepted by the City. 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 III 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 \$ _____, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V 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 in accordance with Florida Statutes 218.735, with the exception of (9), after the receipt of a proper Pay Request. Retainage will be held as per Florida Statutes Section 218.735 (8)(a)-(b) of five percent (5%) on each invoice submitted. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

An 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 of .5 percent per month on the unpaid balance.

US Highway #1 Transit Corridor Bus Shelter Construction Project

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor in accordance with Florida Statutes 218.735, with the exception of (9), after the date of said final acceptance.

Payments shall be made in accordance with Florida Statutes 218.735, with the exception of (9), after receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by the City's Project Manager.

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

Such compensation includes all expenses incurred by the Contractor for all 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 prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

SECTION IV 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 V 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.

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 must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by 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 is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent 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.

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 #20150057 – US Highway #1 Transit Corridor Bus Shelter Construction Project shall be listed as additionally insured.**". The Certificate of

US Highway #1 Transit Corridor Bus Shelter Construction Project

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 should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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 should apply on a primary basis.

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.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the 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.

US Highway #1 Transit Corridor Bus Shelter Construction Project

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 VI 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 VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by City Council and signed by the City Manager or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. 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.

SECTION VIII COMPLIANCE WITH LAWS

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

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

Title VI

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

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the

b. cancellation, termination or suspension of the contract, in whole or in part.

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

SECTION IX 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 X 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 XI DELIVERY DOCUMENTATION

Not applicable to this bid.

SECTION XII 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 III. 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

US Highway #1 Transit Corridor Bus Shelter Construction Project 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.

SECTION XIII 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.

SECTION XIV 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 XV SAFETY PRECAUTIONS

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

SECTION XVI 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 XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand seventy four (\$1,074.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the 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 XVIII
LAW AND VENUE**

US Highway #1 Transit Corridor Bus Shelter Construction Project

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 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
OWNER-FURNISHED PRODUCTS**

Not applicable to this bid.

**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
RENEWAL OPTION**

"Not Applicable"

**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 intentionally left blank.)

US Highway #1 Transit Corridor Bus Shelter Construction Project

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

Print Representative's Name

Sample Only

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

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 _____, 2015.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150057
PROJECT TITLE: US Highway #1 Transit Corridor Bus Shelter Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
CITY OF PORT ST. LUCIE, FLORIDA
E-BID NO. 20150057

PROJECT TITLE: US Highway #1 Transit Corridor Bus Shelter 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. _____

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20150057

PROJECT TITLE: US Highway #1 Transit Corridor Bus Shelter Construction Project

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **US Highway #1 Transit Corridor Bus Shelter Construction Project**

Project Location: US Highway #1 through Martin and St. Lucie Counties

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 Contractor's 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

ADDITIONAL GENERAL REQUIREMENTS
TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>
1	DEFINITION OF TERMS
2	PLANS, SPECIFICATIONS AND RELATED DATA
3	ENGINEER - CITY - CONTRACTOR RELATIONS
4	MATERIALS AND WORKMANSHIP
5	INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY
6	PROGRESS AND COMPLETION OF WORK
7	MEASUREMENT AND PAYMENT
8	MISCELLANEOUS

ARTICLE 1
DEFINITION OF TERMS

1.1 GENERAL - Whenever in these specifications or in other documents pertaining to the Contract the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown.

1.2 ACT OF GOD - The words "Act of God" means an earthquake, flood, hurricane or other cataclysmic phenomenon of nature. Rain, wind or other natural phenomenon of normal intensity, including extreme rainfall, for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from, and no extension of time shall be allowed the Contractor because of such phenomena. Additionally, the "Act of God" must have an adverse effect on the work scheduled on the Critical Path Method (CPM) for that day to qualify for extension of time.

1.3 ASBESTOS - Any material that contains more than one percent asbestos and is friable, or is releasing asbestos fibers into the air above current action level established by the United States Occupational Safety and Health Administration.

1.4 A.S.T.M. DESIGNATION - Wherever the letters "A.S.T.M." are used in these Specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designated Number of a specification or test as set out or given by the American Society for Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material or test as currently published by that group.

1.5 BID - The bid or proposal is the written offer of a Bidder to perform the work and to furnish the labor and materials described by the contract documents at the prices quoted when made out and submitted on the prescribed bid or proposal form properly sealed and guaranteed. The bid or proposal shall be considered as part of the contract documents.

1.6 BID OR PROPOSAL GUARANTEE - Proposal guarantee will be defined as the security furnished by the Bidder as a guarantee that the Bidder will enter into the contract for the work if the City accepts the bid or proposal.

1.7 BIDDER - An individual, firm, partnership, or corporation submitting a bid or proposal for the work contemplated; acting directly or through a duly authorized representative. The term "Bidder" may be used interchangeably with the term "Contractor".

1.8 CHANGE ORDER - A written order issued by the Contractor and accepted by the City covering minor field changes in the plans, specifications, or quantities of work within the scope of the contract, when prices for the items of work effected are previously established in the contract.

1.9 CONTRACT AMENDMENT - A written description of the scope of work, a listing of the contract documents and other special provision(s) covering the terms and conditions of the contract. The Contract Amendment shall be considered as part of the Contract Documents.

1.10 CONTRACT - The term "contract" means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements either written or oral. The contract documents form a contract between the City and the Contractor setting forth the obligations of the parties there under, including but not limited to, the performance of the work and the basis of payment.

1.11 CONTRACT DOCUMENTS - The instructions to Bidders, Contractor's proposal, plans, general conditions, specifications, contract, performance and payment bond and any addenda, change orders, amendments and supplemental written agreements relating to the project.

The intention of the documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment, permits, and transportation necessary for the proper execution of the work, to require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omission of specific reference to any minor component part.

1.12 PROJECT MANAGER

The Project Manager is the City of Port St. Lucie Public Works Department representative as identified in the Special Conditions.

1.13 CONTRACTOR - The word "Contractor" shall mean an individual, firm, partnership, or corporation, and his, their or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, covenanter or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor", it shall mean the Contractor as defined herein.

1.14 DEPARTMENT (FDOT) - State of Florida Department of Transportation

1.15 DIRECTED, ORDERED, APPROVED & ETC. - Wherever in the specifications, plans, change orders amendments, or supplemental written agreements the words "directed", "ordered", "approved", "permitted", "acceptable", or words of similar import are used, it shall be understood that the direction, order, approval or acceptance of the City is intended unless otherwise stated.

1.16 ENGINEER - Engineer: The "Engineer of Record" for the project is a Professional Engineer duly licensed and registered in the State of Florida. The Engineer of Record is designated in the Special Conditions.

Construction Engineering and Inspection (CEI) Engineer: The "Construction Engineering and Inspection Engineer (CEI) shall be a Professional Engineer duly licensed and registered in the State of Florida and designated by City as Engineer.

Engineer: The Director, Office of Construction, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

1.17 GENERAL REQUIREMENTS - The directions, provisions and requirements contained herein entitled General Requirements and Technical Specifications and any addenda, amendments, supplemental written agreements and change orders that may be issued for the contract, all describing the general manner of performing the work including detailed technical requirements relative to labor, material, equipment, and methods by which the work is to be performed and prescribing the relationship between the City and the Contractor.

1.18 HAZARDOUS WASTE - The term hazardous waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.19 INSPECTOR - A duly authorized representative of the Engineer or City, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

1.20 LABORATORY - Any licensed and qualified laboratory designated by or acceptable to the City to perform necessary testing of materials.

1.21 MILESTONE - A principal event specified in the Contract Documents relating to an Intermediate Completion date or time prior to Completion of all the work.

1.22 CITY - City is the City of Port St. Lucie, a municipality of the State of Florida, governed by the City of Port St. Lucie Council Members.

1.23 PLANS - The official, approved plans, including reproduction thereof, showing the location, character, dimensions and details of the work to be done. All shop drawings submitted by the Contractor and approved by Engineer shall be considered as part of the Contract Documents.

1.24 SAMPLES - Physical examples of materials, equipment, or workmanship that are representative of some portion of the work, and which establish the standards by which such portion of the work will be judged.

1.25 SPECIAL CONDITIONS - Special clauses or provisions, supplemental to the Plans, General Requirements and other Contract Documents, setting forth conditions varying from or additional to the General Requirements for a specific project.

1.26 SPECIFICATIONS - The directions, provisions, and technical requirements together with all written agreements made or to be made, setting forth or relating to the method and manner of performing the work, or to the quantities and qualities of materials, labor and equipment to be furnished under the Agreement.

1.27 SUBCONTRACTOR - An individual, partnership, or corporation supplying labor, equipment, or materials under a direct contract with the Contractor for work on the project site. Included is the one who supplies materials fabricated or formulated to a special design according to the plans and specifications for the particular project.

1.28 SURETY - The definition for surety is the corporate body that is bound by the contract bond with and for the Contractor responsible for the performance of the contract and for payment of all legal debts pertaining thereto.

1.29 UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water mains of any type.

1.30 UNIT PRICE WORK - Work to be paid for on the basis of unit prices: each, lump sum, linear feet, square yards, system, etc.

1.31 WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. All labor, materials, furnishing documents and incidentals required executing and completing the requirements of the contract including superintendents, use of equipment and tools, and all services and responsibilities prescribed or implied.

1.32 WORK CHANGES - The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval by a written change order that must be signed by the City Manager or his designee as representing the City. Adjustments in price up to \$24,999.00 per fiscal year require written approval from PMD. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order.

1.33 WRITTEN NOTICE - Written notice shall be considered as served when delivered to the designated representative of the Contractor and receipt acknowledged or sent by certified mail to the individual, firm, or corporation to the business address stated in Bid Proposal. It shall be the duty of each party to advise the other parties to the Contract as to any changes in his business address until completion of the Contract.

ARTICLE 2

PLANS, SPECIFICATIONS AND RELATED DATA

2.1 INTENT OF PLANS AND SPECIFICATIONS - The intent of the plans, specifications and other contract documents is that the Contractor furnishes all labor and materials, equipment, supervision and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Plans and described in the Specifications and other Contract Documents and all incidental work considered necessary to complete the work or improvement ready for use, occupancy, or operation in a manner acceptable to the City and the Engineer.

The technical specifications contained in the FDOT Specifications shall also apply to this Contract. In addition, the terms and conditions of the applicable permits and approvals issued by various federal, state, and local Government Agencies and their regulations and requirements affecting such work shall supersede these specifications.

It shall be the Contractor's responsibility to ensure all bidding, construction, inspections, certifications, and considerations for the construction of the utility portion of this contract are in strict conformance with the City of Port St Lucie Utilities Systems Department's Technical Specifications and Construction Standards, latest revision.

2.2 CONFLICT - These Specifications, the Plans, Special Conditions and all supplementary documents are integral parts of the Contract; a requirement occurring in the one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.

The computed dimensions govern over scaled dimensions. In case of discrepancy, the governing order of the Contract Documents is as follows:

- A. Amendments
- B. Change Order
- C. Plans/Construction Drawings
- D. Supplemental Specifications
- E. 2014 FDOT Standard Specifications for Road and Bridge Construction

2.3 DISCREPANCIES IN PLANS - Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the Engineer and City in writing in the form of an official Request for Information (RFI). The Engineer shall promptly correct such error or omission in writing and notify the City. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Discrepancies include any correction, errors or omissions in Plans and Specifications that may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next three (3) paragraphs below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be made under the General Requirements. Changes in the work, except where the additional work may be classed under some item of work for which a unit price is included in the proposal, errors or omissions must be presented to the "Engineer of Record" in writing within five (5) days of discovery, in the form of an official Request.

The fact that specific mention of any part of work is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Plans, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by both the Plans and Specifications.

All work indicated on the Plans and not mentioned in the Specifications or vice versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not they are indicated on the Plans or

US Highway #1 Transit Corridor Bus Shelter Construction Project mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Plans and Specifications.

The Contractor will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The Engineer will provide full information when errors or omissions are discovered.

2.4 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One (1) complete set of all Contract Documents shall be maintained at the job site and shall be available to the Engineer and City at all times. Each crew installing the work items shall have a set of Project Specifications and Project Plan Drawings that are pertinent to the work efforts being performed by the crew, including all current revisions.

2.5 DIMENSIONS - Plans consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans will show in detail all dimension of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

2.6 SAMPLING AND TESTING - Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards or tentative of the American Society for Testing Materials and the Florida Department of Transportation.

The Contractor shall furnish any required samples without charge. The City and the Engineer shall be given sufficient notification of the placing of orders for materials to permit testing. When the Contractor represents a material or an item of work as meeting Specifications and under recognized test procedures it fails, the Contractor shall be responsible for all expenses associated with failed tests, billed at the Testing Laboratory's standard rate for individual tests.

It is expected that all inspections and testing of materials and equipment will be done locally. If the Contractor desires that inspections or tests be made outside of the local area all expenses, including per diem for the Engineer or Inspectors, shall be borne by the Contractor. The selected location will be reviewed and approved by the Engineer and City.

The Contractor shall give the City, the Engineer and the Geotechnical Engineer at least one (1) day's prior notice of readiness of the work for all required inspections, tests or approvals. Should standby time occur by the testing field technician, time in excess of one (1) hour waiting for scheduled work to be completed prior to performing any required test per working day will be charged directly to the Contractor, unless previously approved by City. Any test not meeting specification requirements shall be charged directly to the Contractor.

2.7 SHOP DRAWINGS - The Contractor shall provide shop drawings, setting schedules and other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Plans and Specifications or Engineer's instructions. Deviations from the Plans and Specifications shall be called to the attention of the Engineer and City at the time of the first submission of shop drawings and other drawings. The Engineer's review and approval of any shop drawings shall not release the Contractor from responsibility for errors, corrections of details, or conformance with the Contract. Shop drawings shall be submitted according to the following definitions/instructions:

Seven (7) copies of each shop drawing shall be submitted to the Engineer at least thirty (30) days before the materials indicated thereon are to be needed or earlier if required to prevent delay of work or to comply with subparagraph D.

Definitions for Section 2.7:

- A. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the Contractor to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.
- B. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.
- C. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection equipment and the like.
- D. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.
- E. Contractor Responsibility for accuracy and Coordination of Shop Drawings: Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various Subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.
 - 1. Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the Contractor or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the Engineer of Record and the City for review. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and page or drawing number of the Contract plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, clearly state so in the transmittal letter.
 - 2. Schedule the submission of shop drawings to allow for a three (3) week review period. The review period commences upon the Engineer of Record's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the Contractor. A valid submittal includes all the minimum requirements outlined in FDOT Standard Specifications Section 5-1.4.4. Allow two (2) week review time for re-submittals.
 - 3. Submit shop drawings to facilitate expeditious review. The Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.
 - 4. Only shop drawings distributed with the "red ink" stamps are valid and all work that the Contractor performs in advance of approval will be at the Contractor's risk.

2.8 QUALITY OF EQUIPMENT AND MATERIALS - In order to establish standards of quality, the detail Specifications refer to certain products by name and catalog number. This procedure is not to be

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construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design. Written requests for consideration of substitutions must be submitted at least fifteen (15) days prior to bid opening. Requests shall describe the product under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an Addendum will be issued to all Bidders of Record, describing such. Substitutions approved and accepted by the City may be submitted during the course of work, provided it does not delay the performance and completion of the work.

The Contractor shall abide by the City's and the Engineer's judgment when proposed substitution of materials or items or equipment is judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted to the Engineer in writing by the Contractor and not by individual trades or material suppliers. The City and the Engineer will advise of approval or disapproval of proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved by the City and the Engineer in writing.

Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the Specifications, the additional features specified shall be provided whether or not they are normally included in the Standard manufacturer's item listed.

Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, the specified item becomes obsolete and is no longer available, the Contractor shall provide an item equal in quality and performance which is currently available, at no change of Contract price.

2.9 EQUIPMENT AND MATERIAL APPROVAL DATA - The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, material gauge or thickness, brand name, catalog number and general type.

This submission shall be compiled by the Contractor and submitted to the Engineer for review and written approval before any of the equipment is ordered.

Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

After written approval is received by the Contractor, submission shall become a part of the Contract and may not be deviated from except upon written approval of the Engineer and the City.

Catalog data for equipment approved by the Engineer does not in any case supersede the Contract Documents. The acceptance by the Engineer shall not relieve the Contractor from responsibility for deviations from Plans or Specifications, unless he has called the Engineer's attention, in writing, to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Contract Documents for deviations and errors.

It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the field installation shall suit the true intent and meaning of the Plans and Specifications.

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of

the Plans and Specifications, and to make all changes in the work required by the different arrangement of connections at his own expense.

ARTICLE 3
ENGINEER-CITY-CONTRACTOR RELATIONS

3.1 **ENGINEER'S RESPONSIBILITY AND AUTHORITY** - All work shall be performed to the satisfaction of the Engineer and City. All work done shall be subject to the construction review of the Engineer or City, or both. Any and all technical questions which may arise as to the quality and acceptability of materials furnished, work performed, or work to be performed, interpretation of Plans and Specifications and all technical questions as to the acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Engineer and the City who will resolve such questions.

3.2 **ENGINEER'S DECISION** - All claims of a technical nature of the Contractor shall be presented to the Engineer for resolution and be approved by City. The City will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

3.3 **CONSTRUCTION REVIEW OF WORK** - The City and the Engineer may appoint such assistants and representatives as he/she desires. These assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these specifications. Rather, they are authorized to call to the attention of the Contractor any failure of the work or materials to meet the contract documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer and the City. The Engineer, with the City's approval, will immediately notify the Contractor in writing of any suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the Contractor.

3.4 **FIELD TESTS AND PRELIMINARY OPERATION** - Provide the Engineer and the City with free entry at all times to such parts of the plant that concern the manufacture or production of the materials ordered, and bear all costs incurred in providing all reasonable facilities to assist the Engineer and the City in determining whether the material furnished meets the requirements of these Specifications.

3.5 **EXAMINATION OF COMPLETED WORK** - The Engineer and the City may request an examination of completed work of the Contractor at any time before acceptance by the Engineer and the City of the work and shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

Contractor shall not perform work or furnish materials without obtaining inspection by the Engineer or his representative and the City. Furnish the Engineer and the City with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the Engineer and the City requests, at any time before final acceptance of the work, the Contractor shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the contract

documents. If the City and Engineer determines that the work so exposed or examined is unacceptable, the Contractor shall perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the City.

If, during or prior to construction operations, the Engineer and the City fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the City to final acceptance. The City is not responsible for losses suffered due to any necessary removals or repairs of such defects.

If the Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the contract within the time indicated in writing, the City has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the Contractor's expense. The City will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due the Contractor, or by charging such amounts against the contract bond.

3.6 CONTRACTOR'S SUPERINTENDENT - A qualified superintendent, who is acceptable to the City and Engineer shall be maintained on the project and give sufficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the superintendent shall be considered given to the Contractor. All such communications shall be in writing, either prior to giving direction or subsequent to giving the direction.

3.7 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, in writing, from the property Owner thereof, and supply same to Engineer and the City for Project documentation. Further, he shall be responsible for the preservation of all public trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He/She shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until a land surveyor has witnessed or otherwise referenced their location and shall not remove them until so directed by the Engineer and the City in writing.

Contractor shall be responsible for any damage caused by Contractor entering upon private property; the Contractor shall be responsible for all damages to private property as a result of construction in the vicinity of the private property.

3.8 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE WORK - The following acts or omissions constitute acts of default and, except as to subparagraphs (I and K), the City will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

- A. Fails to begin the work under the Contract within the time specified in the Contract.
- B. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract.
- C. Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer and the City rejects as unacceptable and unsuitable.
- D. Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer and the City notifies the Contractor to do so.
- E. Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily.

- F. Allows any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
- G. Makes an assignment for the benefit of creditors.
- H. Fails to comply with contract requirements regarding minimum wage payments or EEO requirements.
- I. Fails to comply with the City's and the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order.
- J. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the City.
- K. Fails to comply with Specification.
- L. Fails to maintain required insurance coverage per contract documents throughout the life of the Contract.

For a notice based upon reasons stated in Subparagraphs A through L: If the Contractor, within a period of ten (10) calendar days after receiving the written notice described above fails to correct the conditions of which complaint is made, the City will, upon written certificate from the Engineer and the City of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and declare the Contractor in default.

If the Contractor, after having received a prior written notice described above for any reason stated in Subparagraphs B through F or H, commits a second or subsequent act of default for any reason covered by the same Subparagraphs B through F or H as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the City will, upon written certificate from the City and the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding Subparagraph I, if the Contractor fails to comply with the City's and the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the City will, upon written certificate from the City and the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding Subparagraph K, if the Contractor fails to comply with Article 3.9, the City will have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding Subparagraph L, if the CONTRACTOR fails to maintain proper insurance, the City will have full power to suspend the work until proper insurance is provided.

The City has no liability for anticipated profits for unfinished work on a contract that the City has determined to be in default. Notwithstanding the above, the City shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(a), Florida Statutes. The City's right to default the

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Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all City contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; for which a contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the City terminates this contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the City incurs in completing the contract work after such termination.

Upon the declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the contract, or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the contract, against the Contractor. If the City incurs such costs then the Contractor and the surety shall be liable and shall pay the City the amount of costs.

If, after the ten (10) day notice period and prior to any action by the City to otherwise complete the work under the contract, the Contractor establishes his intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may be come due under the contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.

3.9 RIGHTS OF VARIOUS INTERESTS - Wherever work being done by the City or by other Contractors is contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the City, to secure the completion of the various portions of the work in general harmony.

3.10 SEPARATE CONTRACTS - The City may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Engineer and the City any irregularities, which will not permit him to complete his work in a satisfactory manner. His failure to notify the Engineer and the City of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive his work. It shall be the responsibility of the Contractor to inspect the completed work in place and report to the Engineer and the City immediately any difference between completed work by others and the Plans.

If Contractor is found to be responsible for damages or delays to the work performed by other contractors, Contractor shall be required to make good any such damages or delays.

3.11 SUBCONTRACTS AND PURCHASE ORDERS - Prior to signing the Contract or at the time specified by the City, the Contractor shall submit in writing to the City and the Engineer the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the City.

The Contractor is responsible to the City for the acts and omissions of his subcontractors and their direct or indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating a contractual relation between any subcontractors and the City. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For convenience of reference the Specifications are separated into Articles. Such separations shall not, however, operate to make the Engineer or City an arbiter to establish limits to the contracts between the Contractor and Subcontractors.

3.12 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

3.13 UNAUTHORIZED WORK - Work done without lines and/or grades having been established, work done without proper inspection, or any changes made or extra work done without written authority will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the engineer, may not be measured and paid for.

3.14 CONTRACTOR'S RESPONSIBILITY FOR WORK - Until the City's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the work. Rebuild, repair, restore, and make good, without additional expense to the City, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the City may, at its discretion, reimburse the Contractor for the repair of such damage due to the unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not limited to Acts of God, of the public enemy, or of governmental authorities.

ARTICLE 4 **MATERIALS AND WORKMANSHIP**

4.1 GENERAL - All materials and workmanship shall meet the requirements of the City of Port St. Lucie Codes and Technical Specifications, the Florida Department of Environmental Protection requirements, and the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction Specifications 2014 Edition", the "Design Standards 2014 Edition", these Contract Documents, and all applicable standards, manuals, and procedures and the City of Port St. Lucie Utility Systems Department technical specifications and construction standards.

4.2 MATERIALS FURNISHED BY THE CONTRACTOR

- A. All materials used in the work shall meet the requirements of the respective Specifications, and no materials shall be used until it has been approved in writing by the City and the Engineer.
- B. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.
- C. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the Contractor shall provide a substitute item which is acceptable to the Engineer and City and is currently available, at no change in Contract Price.
- D. Source of Supply and Quality Requirements.
 1. Only Approved Materials to be Used. Use only materials in the work that meet the requirements of these specifications, and have the City's and the Engineer's approval.

The City and the Engineer may inspect or test any materials proposed for use at any time during their preparation and use. Do not use any material that, after approval, has in any way become unfit for use in the work. Do not use materials containing asbestos.

2. Notification of Placing Order. Give sufficient notification prior to placing orders for materials, and order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing.
3. Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items (if applicable). Submit to the City and the Engineer a fabrication schedule for all items requiring commercial inspection, before or at the pre-construction meeting. These items include, but are not limited to steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet (14 m), moveable bridge components or any other item identified as an item requiring commercial inspection in the contract documents.
4. Approval of Source of Supply. Before delivering material obtain the City's and the Engineer's approval of the source of supply. Submit for examination representative preliminary samples, of the character and quantity prescribed. The City will test the samples in accordance with the method referred to under FDOT Standard Specification. If, after trial, the City determines that an approved source of supply does not contain a uniform, acceptable product, or the product from any source is unacceptable at any time, furnish material from other approved sources.

Use only mineral aggregates that are produced under a Department approved Producer Quality Control Program (QC) that is in accordance with the Department's requirements and procedures for obtaining and maintaining Department approval of developed and operational mineral aggregate sources (mines and redistribution terminals), and with the Department's Mineral Aggregate Manual. Furnish an individual certification with each haul unit load of materials shipped, attesting that those specific materials were produced under a Department-approved QC and that they fully meet the requirements of these specifications.

Do not use materials that were produced after July 1, 1991, by convict labor for federal-aid highway construction projects unless the prison facility has been producing convict-made materials for the federal-aid highway construction projects before July 1, 1987. Use materials that were produced prior to July 2, 1991, by convicts on federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114.

The City will limit the use of materials produced by convict labor for use in federal-aid highway construction projects to (1) materials produced by convicts on parole, supervised release, or probation from a prison, or (2) materials produced in a qualified prison facility. The amount of such materials produced for federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

5. Source of Supply-Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for

this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the City and the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnishes invoices to document the cost of such material, and obtain the City's and the Engineer's written approval prior to incorporating the material into the project.

E. Inspection and Tests at Source of Supply

1. General. If the volume, progress of the work, and other considerations warrant, the Engineer may inspect the materials at the source of supply.
2. Cooperation by the Contractor. Provide the City and the Engineer with free entry at all times to such parts of the plant that concern the manufacture or production of the materials ordered, and bear all costs incurred in providing all reasonable facilities to assist the Engineer in determining whether the material furnished meets the requirements of these specifications.
3. City Not Obligated to Make Inspection at Source. The City is not obligated to make an inspection of materials at the source of supply. The Contractor is fully responsible for supplying satisfactory materials.
4. Retest of Materials. The City may retest materials that it has tested and accepted at the source of supply, after they have been delivered to the project. The City will reject all materials that, when retested, do not meet the requirements of these specifications.

F. Control by Samples and Tests.

1. Materials to be Tested, Samples. The City and the Engineer may test materials by means of samples, or otherwise, at production points and after delivery. The City will

perform and pay for such tests. Afford such facilities as the City and the Engineer requires for collecting and forwarding samples, and do not make use of, or incorporate in the work, any materials represented by the samples until the City and the Engineer tests and find the materials acceptable. Furnish and deliver the required material necessary to take samples, to the point that the City and the Engineer designates, at no expense to the City.

2. **Pavement Samples:** For both based course and surface course pavements, furnish samples taken from the completed work at any location that the Engineer and the City indicates, and immediately replace the areas so removed with materials and construction that meet the requirements of these specifications and to the line and grade of the immediate surrounding pavement surface. The City will not allow additional compensation for furnishing such samples and replacing the areas with new pavement.
3. **Applicable Standards:** Methods of sampling and testing materials are in accordance with Florida Methods as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, and a Florida Method which is similar exists, the City will require sampling and testing in accordance with the Florida Method.

Whenever any Florida, AASHTO, ASTM or other standards are referenced in these specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of advertisement for bids for a project.

4. **Soil Bearing Tests:** The City will determine the bearing value of soils using the City's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the plans.
5. **Sieves.** Use sieves meeting the requirements of AASHTO M 92.
6. **Acceptance on Tests of Producer's Samples:** The City, in order to expedite the work, may accept certain materials on the basis of tests made on advance samples taken and submitted by the producer, provided that the City and the Engineer tests a representative number of samples of the material after the material arrives at the worksite and the City confirms that the material meets the requirements of these specifications. In the event that the Engineer's tests of these samples do not substantiate those made on the advance samples submitted by the producer, and the City and the Engineer determines that there is evidence that this privilege of expediting the use of the material is being abused, then the City will no longer extend this privilege to the such producer.
7. **Preparation and Shipping of Samples:** Attach a card to each producer's sample, showing the following information: Project designation, intended use of material, name of producer, source of supply, quantity represented by sample, date sampled, and any other information pertinent to the material or work. Use care in preparing and shipping samples. Check that packages are clean before placing material therein. Tie or close and securely wrap the packages.

8. **Inspection at Plants:** Provide the City and the Engineer with access to all parts of all paving or other plants connected with the work to verify weights or proportions and character of materials, and to determine temperatures used in preparing materials and mixtures. Facilitate and assist in the City's and the Engineer's verification of the accuracy of all scales, measures, and other devices, and protect such devices from the wind and elements whenever such protection is necessary.
9. **Aggregate Samples:** The City and the Engineer will select and take all samples from all aggregates entering into asphalt concrete mixes. Advise the City and the Engineer as to location and source three (3) weeks prior to the time the aggregates are needed for the design of the mix, so that the City and the Engineer can arrange to take the samples.
10. **Asphalt Concrete Mix Design:** For the designs of asphalt concrete mixes that are to be provided by the Contractor, the Contractor will establish not more than three (3) design mixes, without charge, for each type of mixture on any one (1) contract.
11. **Materials Accepted Based on Producer's Certification:** Identify materials that the City and the Engineer has accepted based on producers' certification by production LOT or other acceptable means that shows a direct tie between the certification and the material being used. The City will use such identification when doing verification testing. Ensure that the certification is signed by a legally responsible person from the producer and is provided on the producer's letterhead.
12. **Materials Accepted Based on Manufacturer's Certification:** The City and the Engineer will accept certain manufactured products for use on City contracts upon receipt of a satisfactory certification stating that the product meets the acceptance criteria requirements of the City's specifications. Manufactured products whose acceptance is based on a manufacturer's certification are so identified in the FDOT Standard Specifications. The City and the Engineer reserves the right to sample these materials in accordance with the provisions of this specification.
13. **Manufacturer's may obtain the sample certification forms through the Department's web site.**
14. **It is the sole responsibility of the Contractor to obtain, verify completeness and submit the certification to the City and the Engineer before incorporating such manufactured products into the project.**

4.3 SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL

- A. After the execution of the Contract, the substitution of equipment and/or material for that specified will be considered if:
 1. The equipment and/or materials proposed for substitution is determined by the City to be equal or superior to that specified in the Contract.
 2. The equipment and/or material proposed for substitution is less expensive than that specified and that such savings to the City, as proposed by the Contractor, are submitted with the request for substitution. If the substitution is approved, the Contract price shall be reduced accordingly.

3. The equipment and/or material proposed for substitution is readily available and its delivery and use, if approved as a substitution, will not delay the scheduled start and completion of the specified work for which it is intended or the scheduled completion of the entire work to be completed under the contract.
- B. No request will be considered unless submitted in writing to the Engineer and approval by the Engineer and the City must also be in writing. To receive consideration, requests for substitutions must be accompanied by documentary proof of the actual difference in cost to the Contractor in the form of quotations to the Contractor covering the original equipment and/or material, and also equipment and/or material proposed for substitution or other proof satisfactory to the City and the Engineer.
 - C. It is the intention that the City shall receive the full benefit of the saving in cost involved in any substitution.
 - D. In all cases, the burden of providing adequate proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor and the proof will be submitted to the City and the Engineer. Request for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the City and the Engineer to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

4.4 STORAGE OF MATERIALS (CONTRACTOR AND CITY FURNISHED) - Outdoor storage space may not be available at project site. Materials shall be stored so as to incur the preservation of their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable specifications. The City may reject improperly stored materials. Private property shall not be used for storage purposes unless permitted by the Private Property Owner.

If the City allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel.

The Contractor shall be responsible for securing an area appropriate for storage. The costs for incidental work efforts necessary by the Contractor in order to prepare the storage site shall be included in the various bid items. The site shall be fenced, and be maintained to a level that will not create hazardous conditions to the surrounding area, and shall maintain vegetative growth on the perimeter of area. The City is not responsible for loss of or damage to stored materials.

4.5 MANUFACTURER'S DIRECTION - Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.6 OWNERSHIP OF MATERIALS - Contractor shall be responsible for disposal costs of any structures, trees, or unsuitable fill within the project's limit. Any and all materials found within the limits of the project remain the property of the Contractor unless Ownership is specifically conveyed to the City.

All material, equipment and work become the sole property of the City as installed. These provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work for which

payments have been made, for the restoration of damaged work, or as a waiver of right of the City to require the fulfillment of all the terms of the Contract.

ARTICLE 5

RESPONSIBILITY AND PUBLIC SAFETY FOR COMPLIANCE WITH LAWS.

5.1 PATENTS AND ROYALTIES - If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the City of the patent or a duly authorized licensee. The Contractor shall protect and hold harmless the City against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment or construction furnished or used by the Contractor.

5.2 LAWS TO BE OBSERVED - The Contractor shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City and Engineer against any expense, claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor shall keep himself fully informed of all existing and pending state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or in any way affecting the conduct of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order or decree, he shall forthwith report the same to the Engineer and City in writing. He shall at all times himself observe and comply with and cause all his agents, subcontractors, and employees to observe and comply with any such law, ordinance, regulation, order or decree; and shall protect and indemnify the City and Engineer, their officers, employees, and agents against any expense, claim or liability arising from or based upon violation of any such law, ordinance, regulations, orders or decree, whether by himself or his employees.

All building construction work alterations, repairs or mechanical installations and appliances connected therewith shall comply with the applicable building rules and regulations, restrictions and reservations of record, local ordinances and such other statutory provisions pertaining to this class of work.

5.3 PROTECTION OF PERSONS AND PROPERTY

A. Safety Precautions and Programs

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida.
2. This Contract requires that the Contractor and any and all subcontractors hired by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform.
3. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all Subcontractors.

B. Safety of Persons and Property

US Highway #1 Transit Corridor Bus Shelter Construction Project

1. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any of his Subcontractors; and other property on the project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor shall be held fully responsible for such safety and protection until final written acceptance of the work.
3. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the City. No road or street shall be closed to the public except with the permission of the City and proper governmental authority.

- C. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, swale liners, and irrigation ditches, which shall not be obstructed except as approved by the City. The Contractor shall comply with FDOT Standard Specifications.

5.4 CROSSING - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the City through the Engineer shall secure written permission prior to the commencement of construction of such crossing. The Contractor will be required to furnish evidence of compliance with conditions of the permit from the proper authority before final acceptance of the work by City.

5.5 SANITARY PROVISION - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the Engineer and the City, and shall follow the progression of the work effort. Following the period of necessity for such accommodations, they and all evidence affixed thereto shall be removed.

5.6 WARNING SIGNS AND BARRICADES - The Contractor shall provide adequate signs, barricades, warning lights and flagmen, as required, and all such other necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by lights that shall be kept in operation from sunset to sunrise. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. Warning signs and barricades shall be in conformance with the State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, and the MUTCD latest edition. A Maintenance of Traffic Plan shall be submitted by the Contractor to the City through the Engineer, for review and approval.

ARTICLE 6

PROGRESS AND COMPLETION OF WORK

6.1 **COORDINATION OF CONSTRUCTION** - The Contractor shall coordinate his work with other Contractors, the Engineer, City and Utilities to assure orderly and expeditious progress of work.

Contractor shall make his own arrangements for water and electrical service to meet his construction requirements.

6.2 **PROTECTION OF EXISTING UTILITIES AND FACILITIES** - All utilities and all structures of any nature, whether below or above ground, that may be affected by the work shall be protected and maintained by the Contractor and shall not be disturbed or damaged by him during the progress of the work; provided that, should the Contractor disturb, disconnect or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair and testing thereof shall be borne by the Contractor. FDOT Standard Specification, shall also apply.

6.3 **COMPLIANCE WITH TIME REQUIREMENTS** - Commence work in accordance with the approved working schedule and provide sufficient labor, materials and equipment to complete the work within the time limit set forth in the proposal. Should the Contractor fail to furnish sufficient and suitable equipment, forces, and materials as necessary to prosecute the work in accordance with the required schedule, the City may withhold all estimates that are, or may become due, or suspend the work until the Contractor corrects such deficiencies.

6.4 **PROVISIONS FOR CONVENIENCE OF PUBLIC** - Schedule construction operations as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the City and the Engineer may require the Contractor to first construct the work in any areas along the project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, the Engineer may require the Contractor to delay removal of the existing (usable) facilities.

6.5 **PRECONSTRUCTION CONFERENCE** - Immediately after awarding the contract but before the Contractor begins work, the City will call a preconstruction conference at a place the City designates to go over the construction aspects of the project. Attend this meeting, along with the City and the various utility companies that will be involved with the sidewalk construction project.

ARTICLE 7

MEASUREMENT AND PAYMENT

7.1 **PAYMENT** - Payment shall be made at the Unit Prices or Lump Sum Prices as depicted in the Schedule of Contract Prices, and as outlined hereafter. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, by the Contract Documents. The cost of any item(s) of work which is not covered by a definite Unit Price or Lump Sum Price shall be included in the Unit Price or Lump Sum Price to which the item(s) is most applicable.

7.2 **ERROR IN LUMP SUM QUANTITY** - Where the City designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the City will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the City determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in Specification. City will require dump/fill tickets from the City fill site.

7.3 CONSTRUCTION TOLERANCES - If, in the opinion of the City and the Engineer, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in FDOT Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway measurements and will apply reductions in pay quantities. The City will not use the construction tolerance, as defined in FDOT Standard Specifications, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 REQUEST FOR PAYMENT - The Contractor may submit to the City not more than once each month on the tenth (10th) day of each month a request for payment for work completed. The Contractor shall send all invoices electronically to the City's email address that is provided on the purchase order or Visa Authorization form. In addition to sending the invoice electronically to the City, the Contractor will simultaneously send the original invoice to the CEI and an electronica copy to the Project Manager. The Contractor shall furnish the Engineer and the City all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. No payments shall be made for materials stored on site without approval of the City.

Progress payments shall be in accordance with the Contract and identified in Section III of the Contract. Where unit prices are specified, the request for payment shall be based on the quantities completed.

Prior to submission of any request for payment by the Contractor, the City and the Engineer shall review the request for payment to determine the following:

- A. That the work covered by the request for payment has been completed in accordance with the intent of the Plans and Specifications.
- B. That the quantities of work have been completed as stated in the request for payment, whether for a unit price contract or for payment on a lump-sum contract.
- C. All partial release of liens have been submitted.
- D. An updated project schedule has been submitted.
- E. Invoices include a unique invoice number, the purchase order number or a Visa number and the contract number. (Pay Request #1 does not constitute a unique invoice number)

7.5 CITY'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT - The City may withhold payment in whole or in part on a request for payment to the extent necessary for any of the following reasons:

- A. Work not performed but included in the request for payment.
- B. Work covered by the request for payment which is not in accordance with the Plans, Specifications and generally accepted engineering and construction practices.
- C. In the event of a filing of a claim or lien or information received by City of a potential filing of a claim or lien against the Contractor or City.
- D. Failure of the Contractor to make payments to Subcontractors, material suppliers or labor.
- E. Damage to another contractor as defined in Article 3.11 of the General Requirements.
- F. Default of any of the provisions of the Contract Documents.
- G. Defective work which has not been corrected within the time specified in the Contract Documents.
- H. No unique invoice number, purchase order number and/or contract number referenced on request for payment.
- I. If partial release of liens are not submitted with pay request.
- J. An updated project schedule is not submitted with pay request.
- K. Failure to maintain insurance requirements throughout the life of the contract.
- L. Failure to provide as-built drawings.

7.6 PAYMENT FOR UNCORRECTED WORK - Should the City and the Engineer direct, in writing, the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the contract amount shall be made to compensate the City for the uncorrected work.

7.7 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Article 4.6 of the General Requirements, the re-execution of work by the Contractor shall be at the expense of the Contractor and the Contractor shall pay the cost of replacing the destroyed or damaged work of other contractors by the removal of the rejected work or materials and the subsequent re-execution of that work.

Removal of rejected work or materials and storage of materials by the City in accordance with Article 4.6 of the General Requirements shall be paid for by the Contractor within thirty (30) days after written notice is given by the City and the Engineer. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the Engineer of his intent to see the materials, the City may sell the materials and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that are incurred by the City. The Engineer may act as the City's authorized representative in the aforementioned actions.

7.8 COMPENSATION FOR CHANGES IN THE WORK - If conditions require a change in the scope of work or additional work, varying from the original Plans or Specifications, such change shall be effected by the Contractor when a written Change Order is issued by the City. The Change Order shall set forth in complete detail the nature of the change, the change in the compensation to be paid the Contractor and whether it is an addition or a reduction of the original total contract cost. Should additional or supplemental drawings be required, they will be furnished by the Engineer.

Authorized Changes in Work: Where the City designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the City will adjust compensation for that item proportionately when an authorized plan change is made, which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the City will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a Change Order.

Compensation to be paid to the Contractor for accomplishing the work of a Change Order shall be established in one of the following ways:

- A. By lump sum proposed by the Contractor and accepted by the City.
- B. By unit prices established and agreed to by all parties.
- C. By unit prices established for additional kinds of work.
- D. By other methods as may be mutually agreed upon.

Compensation for home office overhead and other related costs shall not be allowed in extra charges. No extra work shall be completed until the City and Contractor have agreed, in writing, on the method and compensation for the extra work. All Change Orders exceeding \$25,000.00 must be approved by the City Council.

7.9 PAYMENT FOR WORK SUSPENDED BY THE CITY - If the work or any part thereof shall be suspended by the City, as provided in General Requirements, the Contractor will not be entitled to payment for work done.

7.10 PAYMENT FOR WORK BY THE CITY - The cost of the work performed by the City removing construction equipment, tools and supplies and in correcting deficiencies shall be paid by the Contractor.

7.11 PAYMENT FOR WORK BY CITY FOLLOWING TERMINATION OF CONTRACT - Upon termination of the contract by the City no further payments shall be due the Contractor until the project is completed and accepted by the City. The cost incurred by the City as herein provided shall include the cost of any additional Contractors and other expenses incurred by the City through the Contractor's default.

7.12 PAYMENT FOR WORK SUSPENDED BY THE CONTRACTOR - Upon suspension of the work by the Contractor, and upon City approval, the Contractor shall recover payment from the City for the work performed.

7.13 RELEASE OF LIENS (INTERIM/FINAL) - The Contractor shall deliver, with each request for payment, a completed Affidavit and Release of Lien on a form supplied by the Contractor. Also, from each supplier or subcontractor who has notified the City of his right to file a lien (Notice to Owner) or who is listed in the Contractor's Affidavit and Release of Lien as an unpaid, potential lienor, a Lienor's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

If the completed forms are not supplied with the request for payment, the City will request said completed form(s) from the potential lienor by receipt mail, and hold payment until the provisions below are met. If no reply is received within thirty (30) days and/or all of the City's Demand for a Lienor's Sworn Statement of Account indicates that no monies are due, payment in the amount of the approved request shall be made. However, if there are outstanding payments due to suppliers or, the City may make joint payments to the Contractor and supplier or Subcontractor.

7.14 ACCEPTANCE AND FINAL PAYMENT - The Contractor shall furnish full and final releases of lien for labor, materials and equipment incurred in connection with the work certified As-Builts, following which the City will release the Contractor except as to the conditions of the performance bond, any legal rights of the City, required guarantees and satisfaction of all warranty work, and shall authorize payment of the Contractor's final request for payment.

Maintenance until Acceptance: Maintain all work until the Engineer and the City have given final acceptance in accordance with FDOT Standard Specification.

Inspection for Acceptance: Upon notification that all contract or all contract work on the portion of the contract scheduled for acceptance, has been completed, the City and the Engineer will make an inspection for acceptance. The inspection will be made within seven (7) days of the notification. If the City and the Engineer finds that all work has been satisfactorily completed, the City will consider such inspection as the final inspection. If any or all of the work is found to be unsatisfactory, the City and the Engineer will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until the City and the Engineer accepts all work.

Upon satisfactory completion of the work, the City will provide written notice of acceptance, either partial, conditional or final, to the Contractor. Until final acceptance in accordance with FDOT Standard Specification, replace or repair any damage to the accepted work.

Partial Acceptance: At the City's and the Engineer's sole discretion, the City and the Engineer may accept any portion of the work under the provisions of FDOT Standard Specification.

Conditional Acceptance: The City and the Engineer will not make, or consider requests for conditional acceptance of a project.

Final Acceptance: When, upon completion of the final construction inspection of the entire project, the City and the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the City and the Contractor written notice of final acceptance.

7.15 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final construction review is made by the "Engineer of Record," and the project accepted in writing by the City. The Contractor's responsibility shall then cease, except as set forth in his performance bond, as required by the guarantee period in accordance with the General Requirements.

7.16 SATISFACTION OF WARRANTY WORK AFTER FINAL PAYMENT - The making of the final payment by the City to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The City shall promptly give written notice of faulty materials and workmanship and the Contractor shall promptly replace any such defects discovered within one (1) year from the date of final written acceptance of the work by the City.

ARTICLE 8 **MISCELLANEOUS**

8.1 ADDRESSES FOR NOTICES - All notices given under or in connection with any of the Contract Documents shall be delivered in person or by telegraph or registered or certified mail to the parties at the address as either party may by notice designate.

8.2 TAXES - Contractor shall pay all sales or other taxes of any type which may be incurred in connection with the work hereunder, and shall reimburse the City for any such taxes paid by the City.

8.3 NO WAIVER OF LEGAL RIGHTS - Neither the payment for, nor acceptance of the whole or any part of the work by the City or representatives of the City, nor any extension of time, nor the withholding of payments, nor any possession taken by the City, nor the termination of employment of the Contractor shall operate as a waiver of any portion of the Contract or any power therein reserved or any right therein reserved or any right therein provided.

8.4 MAINTENANCE OF TRAFFIC - If critical short-term construction operations require temporary road detours, the City will be given at least forty-eight (48) hours prior written notice for consideration of approval. These operations should be planned for weekend, nighttime, and off-peak hours, when possible, subject to the approval of the City. Contractor will be required to provide off-duty Port St. Lucie Police Officers for this operation. The cost for police officers and required inspection personnel is to be included within the various payment items at no additional cost to the City.

The Contractor shall be responsible for keeping all law enforcement, fire protection, and ambulance agencies informed, in advance of his/her construction schedules, by notification to the City Engineering Department, forty-eight (48) hours in advance, in the event of detour of any roadway. The City Engineering Department will distribute the information to the appropriate agencies, including the news media, if required.

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the construction. All traffic control and maintenance procedures shall be in accordance with the

US Highway #1 Transit Corridor Bus Shelter Construction Project requirements of the FDOT Standard Specifications and the Contract Documents. Any and all costs associated, including any nighttime operations, with the approved M.O.T. Plans shall be included in the appropriate Bid item for maintenance of traffic (M.O.T).

All traffic control signs and devices, barricades, flashers, flambeaus, and similar devices, shall be furnished and maintained by the Contractor. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times.

The Contractor shall be responsible for performing daily inspections, including weekends and holidays, with weekly inspections at night time, of the installations on the project and the replacement of all equipment and devices not conforming to the approved standards during that inspection. Additional night time inspections may be required if deemed necessary by the City and the Engineer. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

8.5 ACCESS AND RESTORATION - The Contractor's attention is directed to the access and restoration requirements for driveways and swales. These requirements are contained on the drawings and in the Technical Specifications. They include time limits for work completion by the Contractor and actions by the City for non-completion.

The Contractor shall not block access to driveways except where same area is to be removed and replaced. The Contractor shall give twenty-four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the City's representative a copy of same. Access shall be maintained to property of a commercial operation either via the driveway or a reasonable alternative route. The Contractor shall coordinate such an alternative route with the operator of the commercial operation. Traffic control devices shall conform to the FDOT Standard Specifications. Unless approved in writing by the City and the Engineer, each driveway shall be prepared so as to allow access by the residents, at the end of each workday.

8.6 PROTECTION OF WORK - The Contractor shall protect his work throughout its length by the erection of suitable barricades and handrails, where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Whenever it is necessary to cross a public walk, he shall provide a suitable safe walkway with hand railings. He shall also comply with all laws of ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants, and letterboxes shall be kept accessible at all times.

8.7 DUST CONTROL - The Contractor will be responsible to provide adequate dust control on the project. The Contractor at a minimum is required to provide watering of the project limits to avoid excessive dust. The City requests the use of non-potable water for dust control. The City and the Engineer will only notify the Contractor one (1) time of inadequate dust control. If the Contractor fails to respond within two (2) hours, then the City will provide dust control and back charge the Contractor.

8.8 NOISE CONTROL - The Contractor shall be responsible for continuously monitoring the noise levels of equipment during construction. Noise levels must be kept to a minimum at all times, particularly during any work permitted beyond the normal working hours, classified as 7:00 AM to sundown. Any work performed before or after these hours requires a noise permit from the City. The Contractor shall provide forty-eight (48) hours of notice prior to construction at night.

US Highway #1 Transit Corridor Bus Shelter Construction Project

The Contractor must comply with the applicable noise level limits and requirements of the City of Port St. Lucie Noise Ordinance. Citations for violations of this ordinance must be resolved by the Contractor at his expense, including, but not limited to, replacing equipment with quieter equipment, relocating equipment to a less bothersome location, providing temporary structures of sound deadening/dampening materials.

8.9 SALVAGEABLE ITEMS - Unless otherwise specified, all salvageable items or materials (including fill), as determined by City, shall remain the property of the City. The Contractor will stockpile salvaged items or materials at a location to be designated within five (5) miles of the project boundary limits. Typical examples of salvaged items are valves, hydrants, etc. Items deemed not to be salvageable shall be disposed of by the Contractor.

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STATEMENT OF NO BID

To: City of Port St. Lucie
Procurement Management Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: # 20150057

Bid Title: **US Highway #1 Transit Corridor Bus Shelter Construction Project**

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST

BID # 20150057

PROJECT TITLE: US Highway #1 Transit Corridor Bus Shelter 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 #20150057 with proper signatures upload to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Bond 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. All price extensions and totals have been thoroughly checked.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20150057.
- _____ Required W-9 as per Section 1.26.1 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section 5 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. Include all FDOT Prequalification letters.
- _____ Has reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor's Questionnaire uploaded to Demandstar.
- _____ Required forms: Non-Collusion Declaration & Compliance form; List of Current Contracts; Trench Safety Compliance form; List of References, Vendor Code of Ethics, and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- _____ Copy of the Checklist uploaded to Demandstar.
- _____ List of Current Projects.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

US Highway #1 Transit Corridor Bus Shelter Construction Project
ATTACHMENT A

Construction Plans
Prepared by Kimley-Horn and Associates, Inc.

City of Port St. Lucie
US Highway #1 Transit Corridor Bus Shelter
Construction Project

(32 Pages follow as a separate attachment)

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ATTACHMENT B

Vendor's Code of Ethics

**City of Port St. Lucie
US Highway #1 Transit Corridor Bus Shelter
Construction Project**

(2 Pages follows as a separate attachment)

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COMPONENTS OF CONTRACT PLANS SET
BUS SHELTER PLANS

ATTACHMENT A - E-BID #20150057
Page 1 of 32

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF BUS SHELTER PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	QUANTITY OF PART ITEMS
3	PROJECT LAYOUT
4	GENERAL NOTES
5-6	BUS SHELTER DETAILS
7	SLAB FOUNDATION DETAIL
8-23	SITE PLAN
24	SOIL BORING LOCATION MAP
25-32	REPORT OF SOIL BORINGS

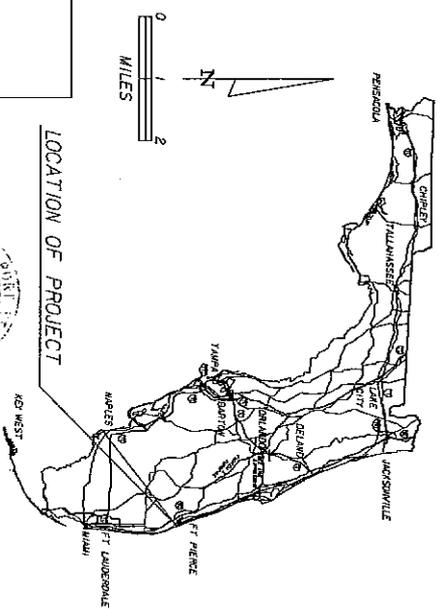
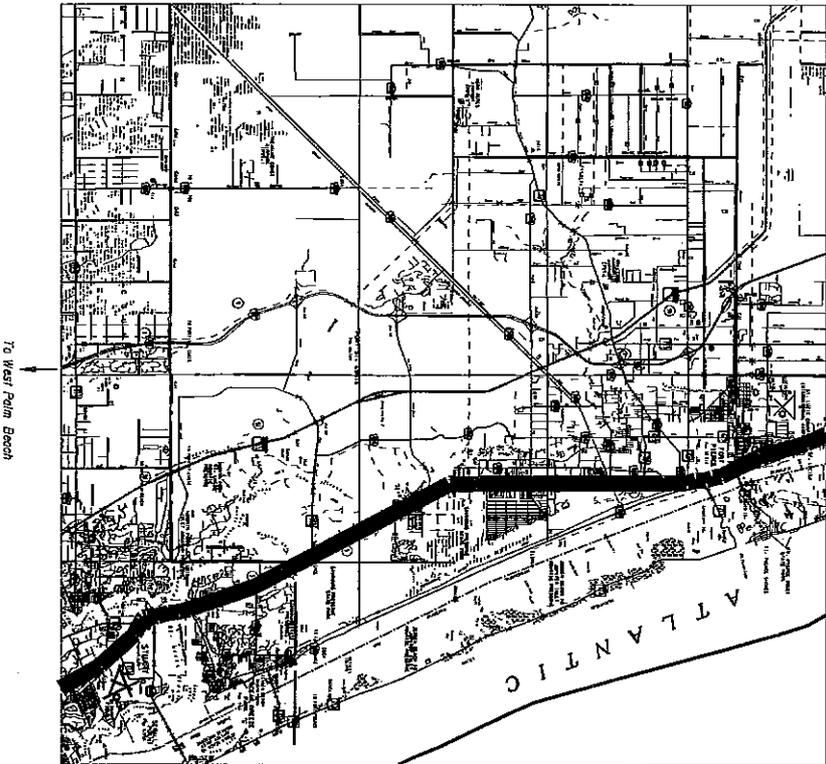
GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation, 2015 Design Standards and
revised Index Drawings as appended herein, and 2015 Standard
Specifications for Road and Bridge Construction, as amended by
Contract Documents.
For Design Standards click on the "Design Standards" link at the
following web site:
<http://www.dot.state.fl.us/ddesign/>

For the Standard Specifications for Road and Bridge Construction
click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specifications/office/>

CONCEPT PLANS PREPARED BY:
KIMLEY-HORN AND ASSOCIATES, INC.
1920 MERIVALE BLVD., SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0655 PHONE
(561) 853-8175 FAX

DATE	KEY SHEET REVISIONS DESCRIPTION

CITY OF PORT ST. LUCIE
STATE OF FLORIDA
CONCEPT BUS SHELTER PLANS
FOR
US 1 TRANSIT CORRIDOR BUS SHELTERS
CPSSL NO. 20130119



CLIENT:

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
JAMES E. ANGSTADT, P.E. DIRECTOR
121 SW PORT ST. LUCIE BLVD
PORT ST. LUCIE, FLORIDA 34984
PHONE (772) 871-5177

BUS SHELTER SHOP DRAWINGS
TO BE SUBMITTED TO:

KELLY T. SCHWARZ, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 853-8175 FAX

PLANS PREPARED BY:

KIMLEY-HORN AND ASSOCIATES, INC.
1920 MERIVALE BLVD., SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0655 PHONE
(561) 853-8175 FAX

CONTRACT NO. C9094

VENDOR NO. VF-560-985-915-001
CERTIFICATE OF AUTHORIZATION NO. 696
NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

100% SUBMITTAL

ROADWAY PLANS
ENGINEER OF RECORD: KELLY T. SCHWARZ, P.E.

P.E. NO. 7382

CITY OF PORT ST. LUCIE PROJECT MANAGER: CLYDE CUFFY

FISCAL YEAR	SHEET NO.
15	1

PAY ITEM NOTES

- PAY ITEM NO. 110-1-1 - INCLUDES ALL CLEARING AND GRUBBING, INCLUDING THE TRIMMING AND REMOVAL OF EXISTING TREES
- PAY ITEM NO. 522-4 - BUS SHELTER PAD, CONCRETE - SHALL INCLUDE PAYMENT FOR ALL REINFORCING STEEL, CONDUIT, EXCAVATION, PAVEMENT MARKINGS, HAUL AND DISPOSAL OF EXCAVATED MATERIAL, CURB, SHELTER SITE, AS WELL AS SAWCUTS, HANDSCAPE DETAILING AND CONCRETE FINISH WORK.
- PAY ITEM NO. 570-1-2 - INCLUDES THE COST OF SO2 AND UNDERLYING SAID LAYER SHOWN IN THE SWALE LINER DETAIL. SWALE LINER MATERIAL PROVIDED BY THE CITY OF PORT ST. LUCIE FOR CONTRACTOR TO INSTALL.

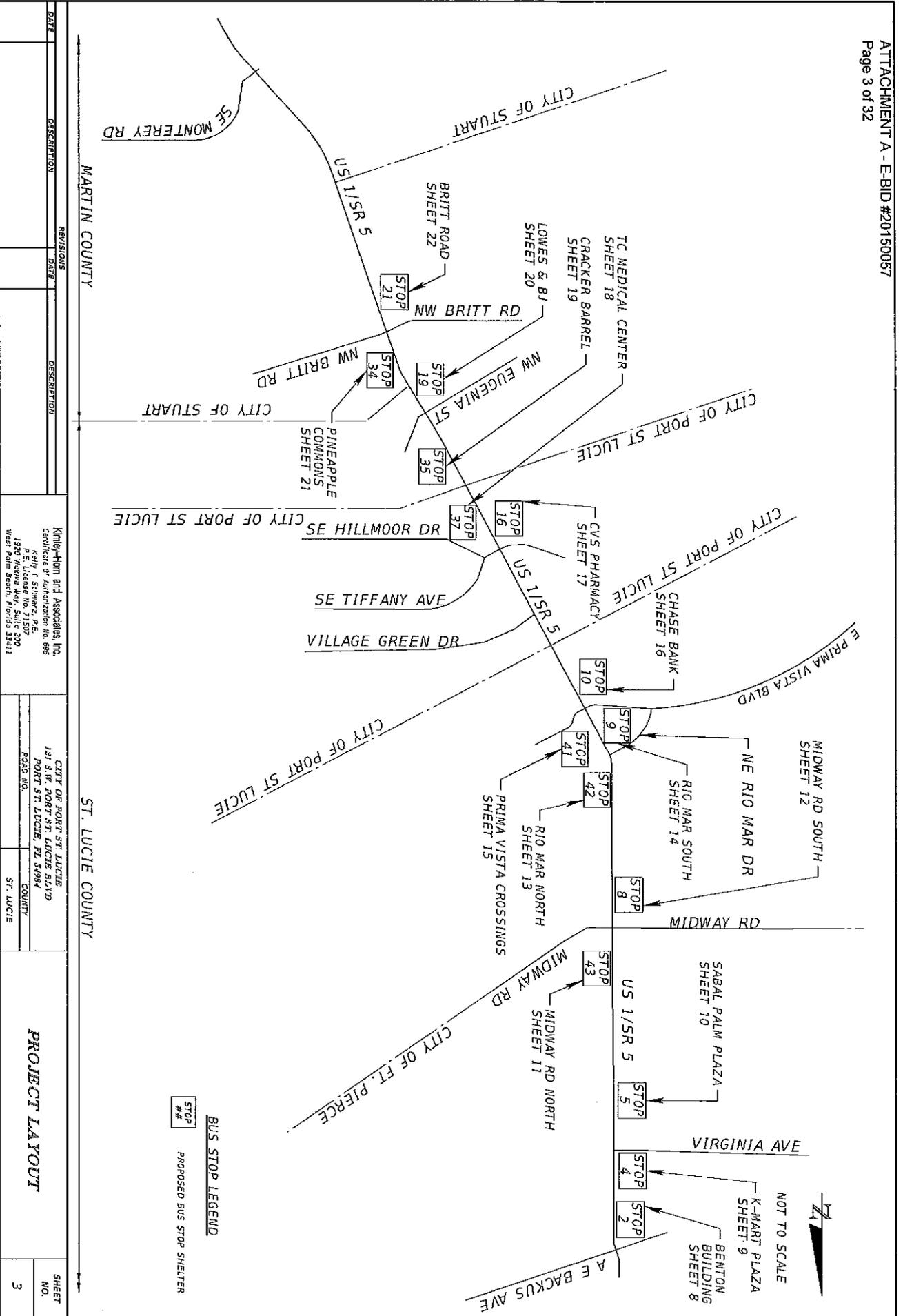
Pay Item Number (1)	Pay Item Description (1)	Unit	Total Quantity
102-1	Maintenance of Traffic	LS	1
102-10-3	Sealant Barrier	LF	131
104-18	Inlet Protection System	EA	10
110-1-1	Cleaning and Grubbing	AC	0.34
120-1	Regular Excavation	CY	183
120-6	Embankment	CY	174
408-11	Class N15 Concrete - Gravity Weir	CY	12.8
430-174-215	Pipe Culvert Optional Material (SD, Elliptical/Arch, 15")	LF	12
430-584-623	Widened End Section (SD, Elliptical/Arch, 15")	EA	2
515-1-2	Pipe Handrail - Guedral (Aluminum)	LF	82
516-78	Ballards	EA	12
522-1	Concrete Sidewalk and Driveways, 3" Thick	SY	442
522-4	Bus Shelter Pad - Concrete	SY	175
527-2	Decorative Wallings	SF	82
570-1-2	Performance Turf	SY	525
635-2-11	Post & Spike Box	EA	15
700-1-51	Single Post Sign (Relocate, Up to 12 SF)	AS	13
751-36-13	Bicycle Rack (F&I, Medium)	EA	15
751-35-12	Bus Shelter (F&I, 50-100 Feet)	EA	13
751-35-13	Bus Shelter (F&I, 101-150 Feet)	EA	2
751-37	Trash Receptacle	EA	15
751-38-11	Branch (F&I, Aluminum)	EA	15
CUSTOM	Remove Existing Bench	EA	5
CUSTOM	Swale Liner (In-situ Ghy)	LF	86
CUSTOM	As-Built Survey	LS	1

(1) Pay Item Number and Description from FDOT Base of Estimates 2014 Edition

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Kinley-Horn and Associates, Inc. Certificate of Authorization No. 686 Kelly T. Schwartz, P.E. 1920 Victoria Way, Suite 200 West Palm Beach, Florida 33411	CITY OF PORT ST. LUCIE 181 S.W. PORT ST. LUCIE RD PORT ST. LUCIE, FL 34984	COUNTY ST. LUCIE
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SUMMARY OF PAY ITEMS		SHEET NO. 2
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BUS STOP LEGEND
 [STOP #] STOP # #
 [STOP #] [SHELTER] PROPOSED BUS STOP SHELTER



NOT TO SCALE

BENTON BUILDING SHEET 8
 K-MART PLAZA SHEET 9
 VIRGINIA AVE

STOP 4
 STOP 2

A E BACKUS AVE

STOP 43
 MIDWAY RD NORTH SHEET 11

STOP 42
 MIDWAY RD SHEET 10

STOP 41
 MIDWAY RD SHEET 10

STOP 10
 CHASE BANK SHEET 16

STOP 9
 NE RIO MAR DR SHEET 14

STOP 8
 MIDWAY RD SOUTH SHEET 12

STOP 16
 CV/S PHARMACY SHEET 17

STOP 17
 SE HILLMOOR DR SHEET 16

STOP 19
 NW EUGENIA ST SHEET 19

STOP 21
 NW BRITT RD SHEET 22

STOP 20
 LOWES & B I SHEET 20

STOP 34
 NW BRITT RD SHEET 21

STOP 35
 PINEAPPLE COMMONS SHEET 21

STOP 37
 SE TIFFANY AVE SHEET 17

STOP 35
 VILLAGE GREEN DR SHEET 17

STOP 18
 TC MEDICAL CENTER SHEET 18

STOP 19
 CRACKER BARREL SHEET 19

STOP 21
 BRITT ROAD SHEET 22

STOP 21
 NW BRITT RD SHEET 21

DATE	DESCRIPTION	DATE	DESCRIPTION	SHEET NO.
				3

Kimble-Horn and Associates, Inc.
 Certificate of Authorization No. 686
 1920 W. US Highway 1
 West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
 121 S.W. PORT ST. LUCIE BLVD
 PORT ST. LUCIE, FL 34984

PROJECT LAYOUT

SHEET NO. 3

6/1/2015 2:56:52 PM C:\WORK\054267003\JOB 1\Drawn\Bus Stops\Map\20150057.dwg

1. LOCATION, ELEVATION, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE AT TIME OF THE PREPARATION OF THE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING HIS/HER WORK AND SHALL COMPLY WITH ALL STATE, COUNTY, AND LOCAL ORDINANCES AND OBTAIN ANY NECESSARY WORK PERMITS THAT MAY BE REQUIRED PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL PROVIDE AT LEAST 2 BUSINESS DAYS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO LOCATE AND IDENTIFY THEIR EXISTING UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, AS ESTABLISHED BY THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT".
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OF THE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN THE CONTRACTOR AND ALL UTILITY AGENCIES.

NOTE:
THIS INCLUDES MEETING WITH UTILITY AGENCIES PRIOR TO THE START OF CONSTRUCTION TO COORDINATE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE.

5. MAINTENANCE OF TRAFFIC WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE APPROVED BY THE GOVERNING AGENCY PRIOR TO ITS IMPLEMENTATION.
6. OVERALL CLEAN-UP SHALL BE ACCOMPLISHED BY THE CONTRACTOR IN ACCORDANCE WITH THE LOCAL JURISDICTION OR FOOT STANDARDS, ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS.
7. ALL SIDEWALK RAMP SHALL BE BUILT PER THE LATEST FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS AT THE TIME OF BID.
8. SIDEWALK AND BUS PAD GROSS SLOPES SHALL NOT EXCEED 2% POSITIVE OR 2% NEGATIVE GRADE. SIDEWALK AND BUS RAMP SLOPES EXCEEDING 2% IN EITHER DIRECTION SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
9. ALL EXISTING DRAINAGE STRUCTURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR IS REQUIRED TO SAW CUT EXISTING PAVEMENT AND PROVIDE EXPANSION MATERIAL WHERE NECESSARY TO PROVIDE A UNIFORM CONSTRUCTION JOINT FOR ALL AREAS REQUIRING WIDENING OR CURB CONSTRUCTION. THE COST ASSOCIATED WITH SAW CUTTING AND INSTALLING EXPANSION JOINT FILLER (1/2") WILL BE INCIDENTAL TO THE ADJACENT WORK.
11. BENCHMARK DATUM IS FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE 901) NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD 88).
12. ALL SIDEWALK PLACED OUTSIDE THE SHELTER PAD SHALL BE 4" THICK UNLESS OTHERWISE NOTED.

13. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
14. UTILITY OWNERS:

COMPANIES	CONTACT	PHONE NUMBER
ARCTIC	GREG JACOBSON	813-342-0512
AT&T	DAVID TYLER	941-433-4327
CITY OF BOCA DELON	TRACY TELLE	772-457-3972
CITY OF FT. PIERCE	VALERIE SCHULTE	772-466-1600 EXT 3402
FT. PIERCE UTILITY AUTHORITY	NETWORK RELATIONS	877-366-8344 EXT 2
LEVEL 3 COMMUNICATIONS	CHUCK CZUJAK	941-906-6703
NET	MARK GUTERREZ	772-460-4412
ADJUST DISTRIBUTION	TRACY STEWELL	772-460-4412
FLORIDA POWER AND LIGHT	RON WULLEN	321-638-3424
CITY GAS COMPANY OF FLORIDA	MIKE LEPELLETIER/PAUL JOHNSON	772-873-6124/772-871-5182
CITY OF PORT ST. LUCIE	DAMIAN BONO	772-288-5529
MARTIN COUNTY BOARD OF COMMISSIONERS	DAVID TYLER	772-288-5577
CITY OF STUART	WYNNE GOLDMAN	954-453-0874
TECO PEOPLES GAS		

TRAFFIC CONTROL PLAN

1. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN THE LATEST VERSIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND 600 SERIES OF THE FOOT DESIGN STANDARDS AT ALL TIMES.
2. INSTALL ADVANCE WARNING SIGNS AND BARRICADES IN ACCORDANCE WITH THE 600 SERIES OF THE STANDARD INDEX.
3. EXISTING POSTED SPEED SHALL REMAIN DURING CONSTRUCTION. TRAFFIC SHALL BE MAINTAINED ON PAVED SURFACES AT ALL TIMES.
4. EXISTING SIDEWALK WILL BE CLOSED AS NECESSARY TO ACCOMMODATE CONSTRUCTION. CONTRACTOR WILL PLACE NECESSARY SIDEWALK CLOSURE AND DETOUR SIGNS IN ACCORDANCE WITH STANDARD INDEX 660.
5. FLAGGING OPERATIONS MAY BE USED WHEN CONSTRUCTION ACTIVITIES OCCUR IN AREAS WHERE OTHER OPERATIONS ARE NOT POSSIBLE. WORK SHALL BE PERFORMED IN ACCORDANCE WITH INDEX 600 SERIES.

SITE / STOP	ALONG ROADWAY	DESIGN SPEED (MPH)
BENTON BUILDING / STOP 2	SR 5 / US 1	45
K-MART PLAZA / STOP 4	SR 5 / US 1	45
SABAL PALM PLAZA / STOP 5	SR 5 / US 1	45
MIDWAY ROAD NORTH / STOP 43	SR 5 / US 1	45
MIDWAY ROAD SOUTH / STOP 8	SR 5 / US 1	45
RIO MAR NORTH / STOP 42	SR 5 / US 1	45
RIO MAR SOUTH / STOP 9	SR 5 / US 1	45
PRIMA VISTA CROSSINGS / STOP 41	E PRIMA VISTA BOULEVARD	35
CHASE BANK / STOP 10	5 ENTRADA AVENUE	45
CUS PHARMACY / STOP 16	SR 5 / US 1	45
TC MEDICAL CENTER / STOP 37	SE HILLMORE DRIVE	30
CRACKER BARREL / STOP 35	SR 5 / US 1	45
LOWES & BJ / STOP 19	SR 5 / US 1	45
PINEAPPLE COMMONS / STOP 34	SR 5 / US 1	45
BRITT ROAD / STOP 21	SR 5 / US 1	45

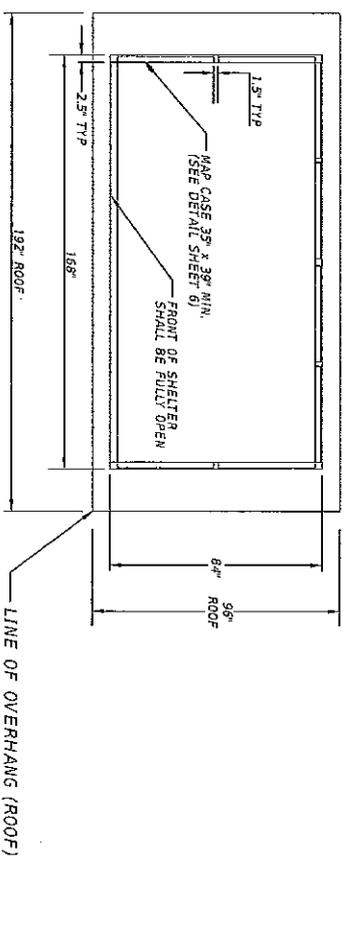
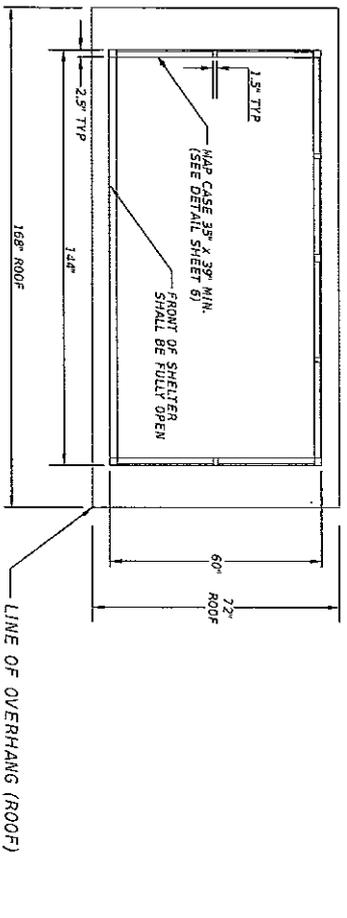
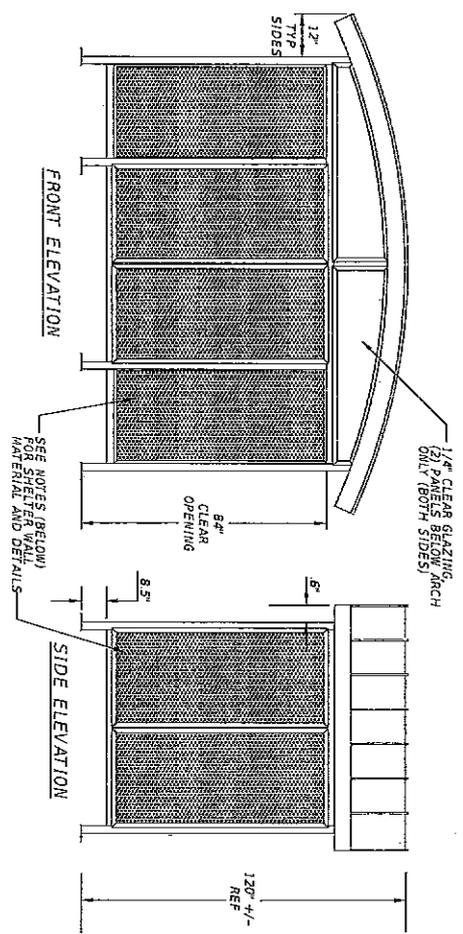
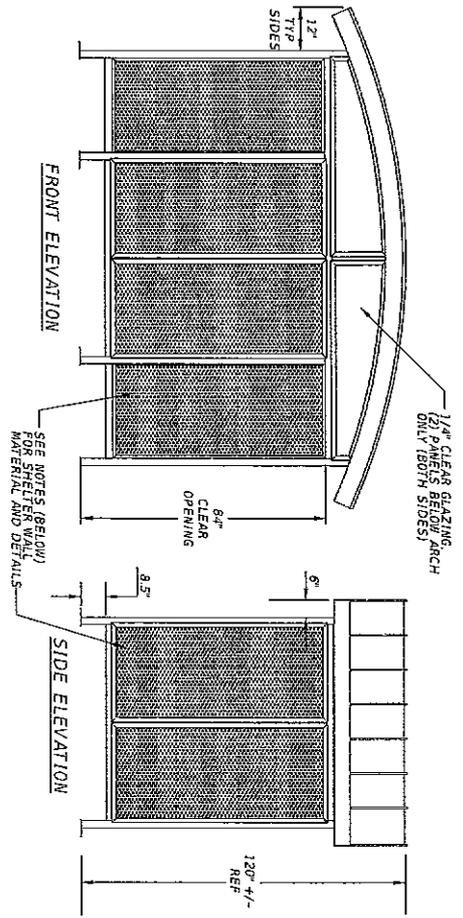
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Kings-Horn and Associates, Inc. Certificate of Authorization No. 989 4011 S.W. 32nd Ave., Suite 1457 Ft. Lauderdale, FL 33309 1920 Victoria Way, Suite 200 West Palm Beach, Florida 33411	CITY OF PORT ST. LUCIE 141 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984	COUNTY	ST. LUCIE
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GENERAL NOTES

SHEET NO. 4



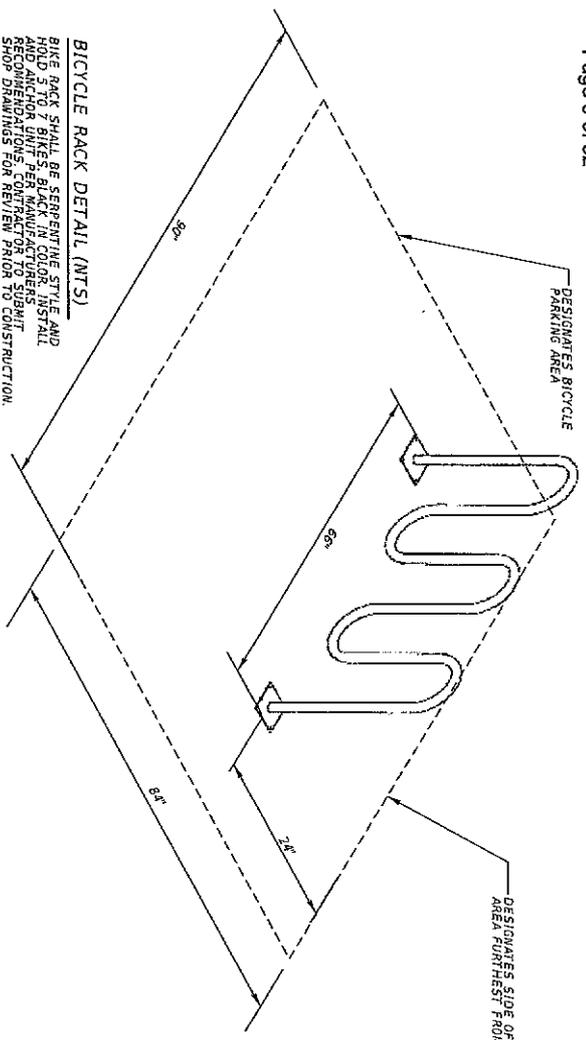


NOTES FOR BOTH SIZE SHELTERS

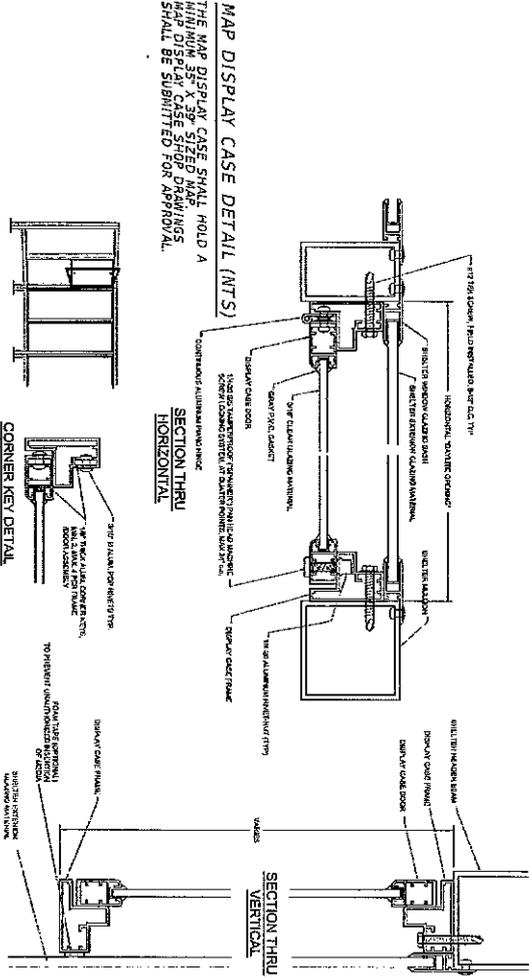
1. BUS SHELTER SHALL BE A REVERSE BARREL VOLT ROOF AS SHOWN.
2. MAIN FLOOR SHALL BE CONCRETE ON APPROVED EQUAL.
3. ROOF TO BE 0.032 ALUMINUM METAL STANDING SEAM PANELS, STONE WHITE COLOR.
4. SHELTER SHALL HAVE PERFORATED PANELS ON THE BACK AND BOTH SIDES AND FULLY OPEN ON THE FRONT.
5. PRE-WIRED PER THE MANUFACTURER FOR FUTURE ELECTRICAL SERVICE (SEE SLAB FOUNDATION DETAIL SHEET 159) TO BE MOUNTED ON SIDEWALK OF SHELTER.
6. FOUNDATION DETAIL SHEET 159 TO BE MOUNTED ON SIDEWALK OF SHELTER.
7. PLEASE REFER TO SHEET 7 FOR BUS SHELTER PAD DETAILS.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	SHEET NO.
					5

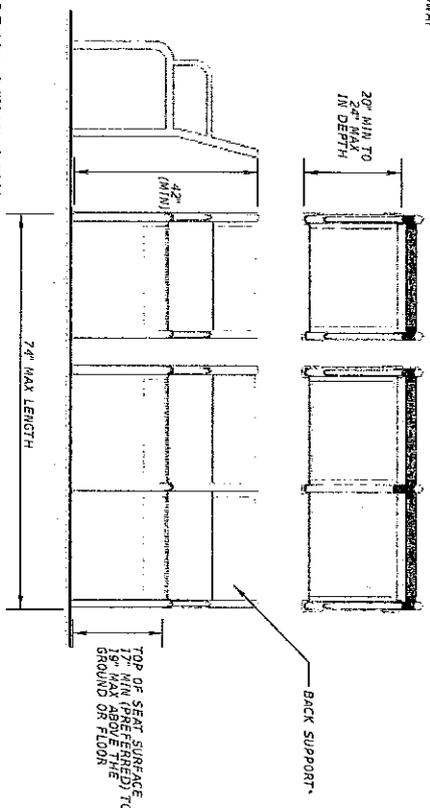
Kimby-Hon and Associates, Inc. Certificate of Registration No. 588 P.E. License No. 71507 1920 Welton Way, Suite 200 West Palm Beach, Florida 33411	CITY OF PORT ST. LUCIE 141 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984 ROAD NO.	COUNTY ST. LUCIE	BUS SHELTER DETAILS
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BICYCLE RACK DETAIL (NTS)
BIKE RACK SHALL BE SERPENTINE STYLE AND HOLD 3 TO 7 BIKES. BLACK IN COLOR. INSTALL RECOMMENDATIONS FROM MANUFACTURER TO ENSURE SHOP DRAWINGS FOR REVIEW PRIOR TO CONSTRUCTION.



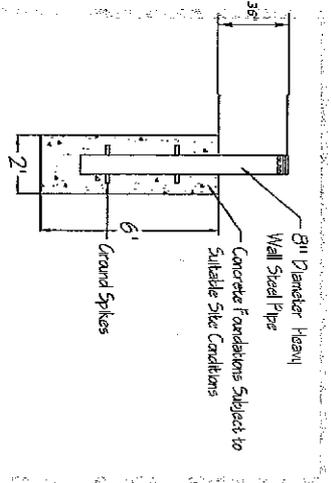
MAP DISPLAY CASE DETAIL (NTS)
THIS MAP DISPLAY CASE SHALL HOLD A MINIMUM 35" X 39" SIZED MAP. ALL MATERIALS AND FINISHES SHALL BE SUBMITTED FOR APPROVAL.



BENCH DETAIL (NTS)
BENCH SHALL BE AN ALUMINUM THREE SEAT DIVIDED HOOP STYLE BENCH SHALL PROVIDE FOR BACK SUPPORT FINISH COLOR TO MATCH THE SHELTER. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. UNIT MUST BE FOR REVIEW PRIOR TO CONSTRUCTION.



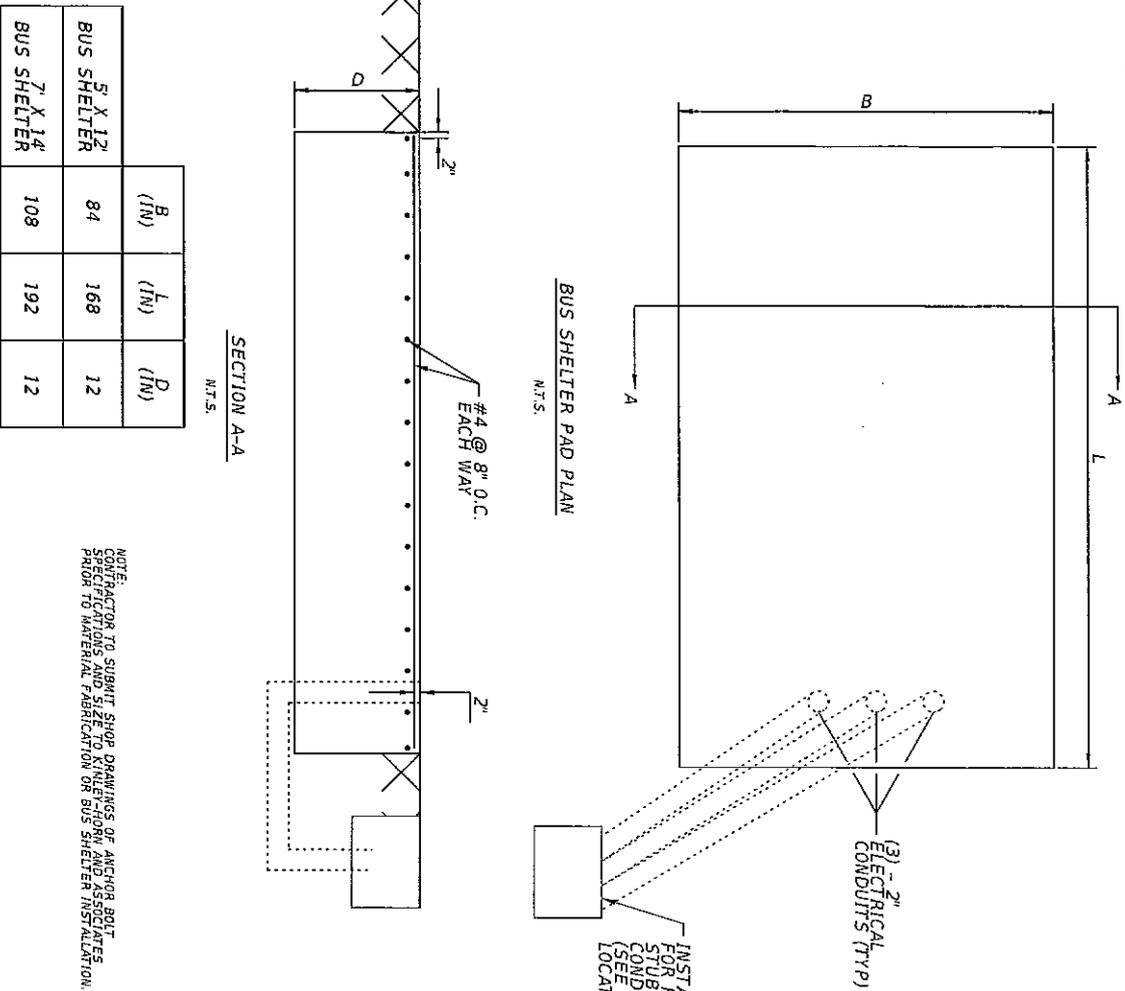
TRASH RECEPTACLE DETAIL (NTS)
TRASH RECEPTACLE SHALL BE 30 GALLON WITH A BLACK POWDER COAT FINISH. THE RECEPTACLE SHALL BE MODEL R33DR WITH MODEL R33L LINER. MODEL R33DR LID AND SURFACE MOUNT KIT ASSEMBLING FOR THE TRASH RECEPTACLE SHALL BE SUBMITTED FOR APPROVAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. UNIT MUST BE ANCHORED.



BOLLARD DETAIL (NTS)
SHOP DRAWINGS FOR BOLLARDS SHALL BE SUBMITTED FOR APPROVAL.

DATE	REVISIONS	DESCRIPTION	SHEET NO.
		KimJohnson and Associates, Inc. Certificate of Authorization No. 899 Kathy T. Schumaker, P.E. P.E. License No. 71307 1920 Wakiva Way, Suite 200 West Palm Beach, Florida 33411	6
		CITY OF PORT ST. LUCIE 181 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984	
		ROAD NO.	
		COUNTY	
		ST. LUCIE	
		6/18/2015	
		JAMES R. RAY	
		KIMJOHN ASSOCIATES, INC. 1001 S.W. 10TH AVENUE, SUITE 200, WEST PALM BEACH, FL 33411	

BUS SHELTER DETAILS



GENERAL NOTES AND SPECIFICATIONS

PART 1 - GENERAL

1.01 PROJECT IDENTIFICATION: BUS SHELTER CONCRETE PAD PREPARED BY KINLET-HORN AND ASSOCIATES, INC. BASED ON THE FOLLOWING INFORMATION:
 MECHANICAL AND ELECTRICAL WORK TO BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

PART 2 - WORK ELEMENTS / SPECIFICATIONS

2.01 GENERAL DESCRIPTION: THE WORK OF THIS CONTRACT INCLUDES CONCRETE AND STEEL.

2.02 WORK STANDARDS:

A. ALL WORK TO BE PERFORMED PER ACI 308, ACI 309, AND PRODUCT MANUFACTURERS' SPECIFICATIONS UNLESS SPECIFIED OTHERWISE TO THE ENGINEER FOR RESOLUTIONS BETWEEN ACI SPECIFICATIONS AND MANUFACTURERS' SPECIFICATIONS. ALL WORK SHALL BE PERFORMED BY AN AMERICAN CITIZEN OR COMPANY IN ACCORDANCE WITH THE FOLLOWING:

B. WELDING SHALL BE PERFORMED BY AN AMERICAN CITIZEN OR COMPANY IN ACCORDANCE WITH THE FOLLOWING: ALL WELD SIZES SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED.

C. ALL REINFORCING STEEL SHALL BE UNCOATED (BLACK) DEFORMED BARS AND SHALL BE FREE FROM LOOSE BARS, SCALES OR OTHER CONTAMINANTS.

D. ALL REINFORCING STEEL SHALL BE ACCURATELY PLACED, SPACED AND TIED IN PLACE WITH SUBSEQUENT INSTALLATION OF ANCHOR BOLTS, FASTENERS OR FIELD-DRILLED COMPONENTS UNLESS OTHERWISE NOTED.

E. ALL LAP LENGTHS SHALL BE IN ACCORDANCE WITH ACI 318, ACI 308 AND CAST STANDARD PRACTICES, U.O.M.

F. HOOK DISCONTINUOUS BARS OF ALL TOP BARS AND ALL BARS IN WALLS U.O.M.

G. ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING BARS ARE TO CENTERLINE OF BARS EXCEPT WHERE NOTED OTHERWISE.

H. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

I. ALL DIMENSIONS PERTAINING TO LOCATION OF CONCRETE SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED.

J. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

K. ALL DIMENSIONS PERTAINING TO LOCATION OF CONCRETE SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED.

L. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

M. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

N. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

O. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

P. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

Q. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

R. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

S. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

T. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

U. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

V. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

W. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

X. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

Y. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

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AA. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

AB. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

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AD. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

AE. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

AF. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

AG. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

AH. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

AI. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

AJ. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

AK. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF PORT ST. LUCIE, FLORIDA.

Kinlet-Horn and Associates, Inc.
 Certified Professional Engineer No. 896
 P.E. License No. 70645
 1320 Wakiva Way, Suite 200
 West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
 181 S.W. PORT ST. LUCIE BLVD
 PORT ST. LUCIE, FL 34984
 ROAD NO. COUNTY

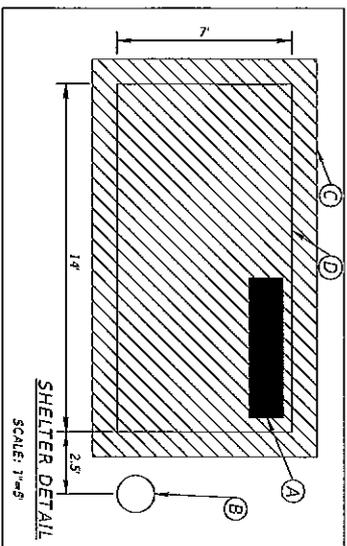
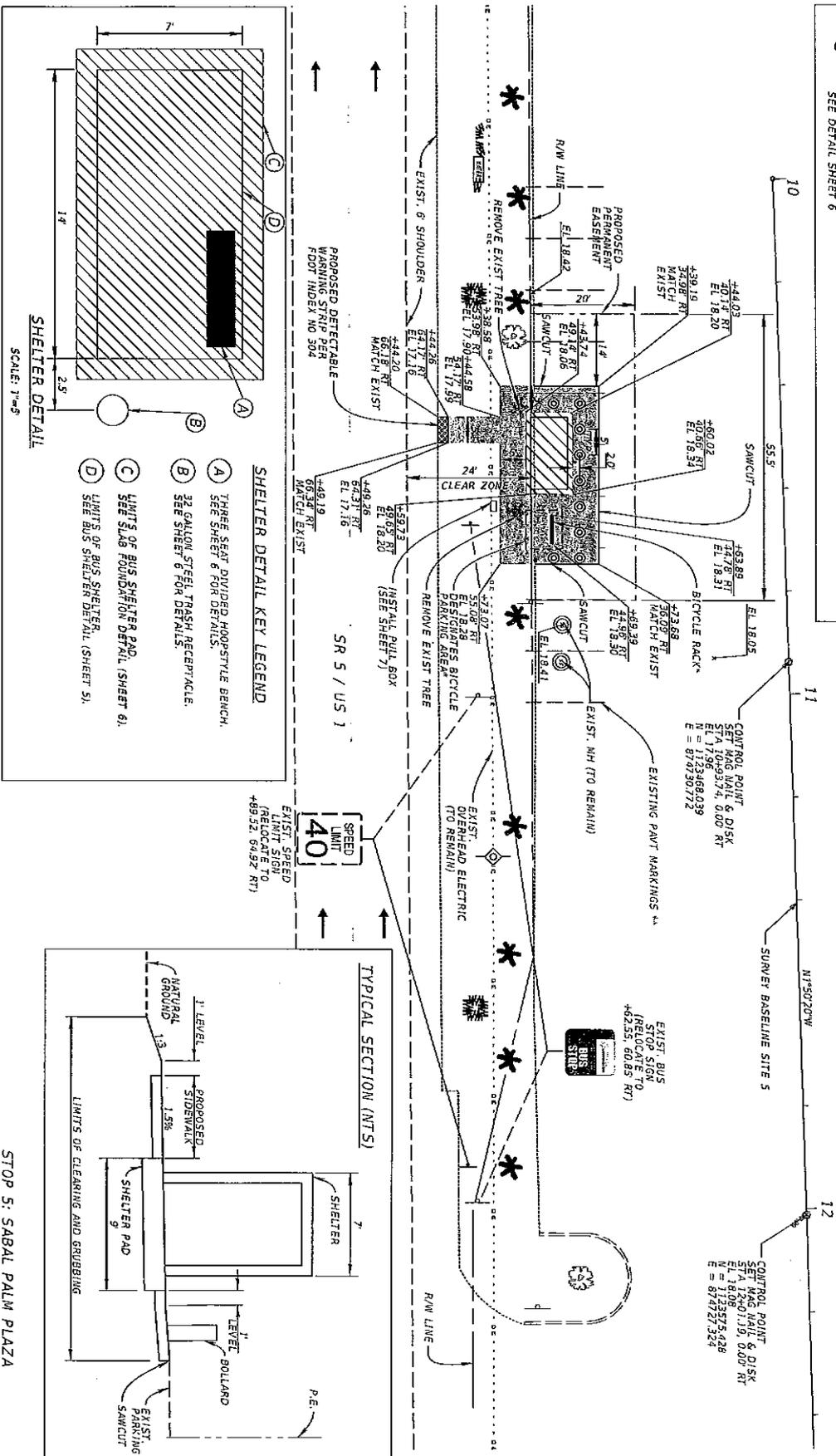
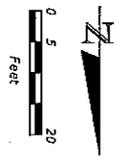
SLAB FOUNDATION DETAIL

SHEET NO. 7

LEGEND:

-  BUS SHELTER AND FOUNDATION PAD
SEE DETAIL THIS SHEET
-  CONSTRUCT 4" THICK CONCRETE SIDEWALK
SEE DETAIL SHEET 6
-  BOLLARDS, SPACED AT 5 FEET ON CENTER;
SEE DETAIL SHEET 6
-  * SEE BICYCLE RACK DETAIL (SHEET 6)
* REPAIR/REPLACE ANY DAMAGED PAVEMENT
MARKINGS AND STRIPE OUT ANY PARKING
SPACES THAT DO NOT MEET FOOT STANDARD
WIDTH AND/OR LENGTH

ATTACHMENT A - E-BID #20150057
Page 10 of 32

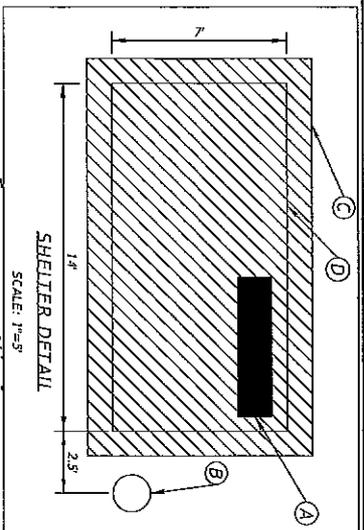


- SHELTER DETAIL KEY LEGEND**
- A THREE SEAT DIVIDED HOOP-STYLE BENCH, SEE SHEET 6 FOR DETAILS.
 - B 32 GALLON STEEL TRASH RECEPTACLE, SEE SHEET 6 FOR DETAILS.
 - C LIMITS OF BUS SHELTER PAD, SEE SLAB FOUNDATION DETAIL (SHEET 6).
 - D LIMITS OF BUS SHELTER, SEE BUS SHELTER DETAIL (SHEET 5).

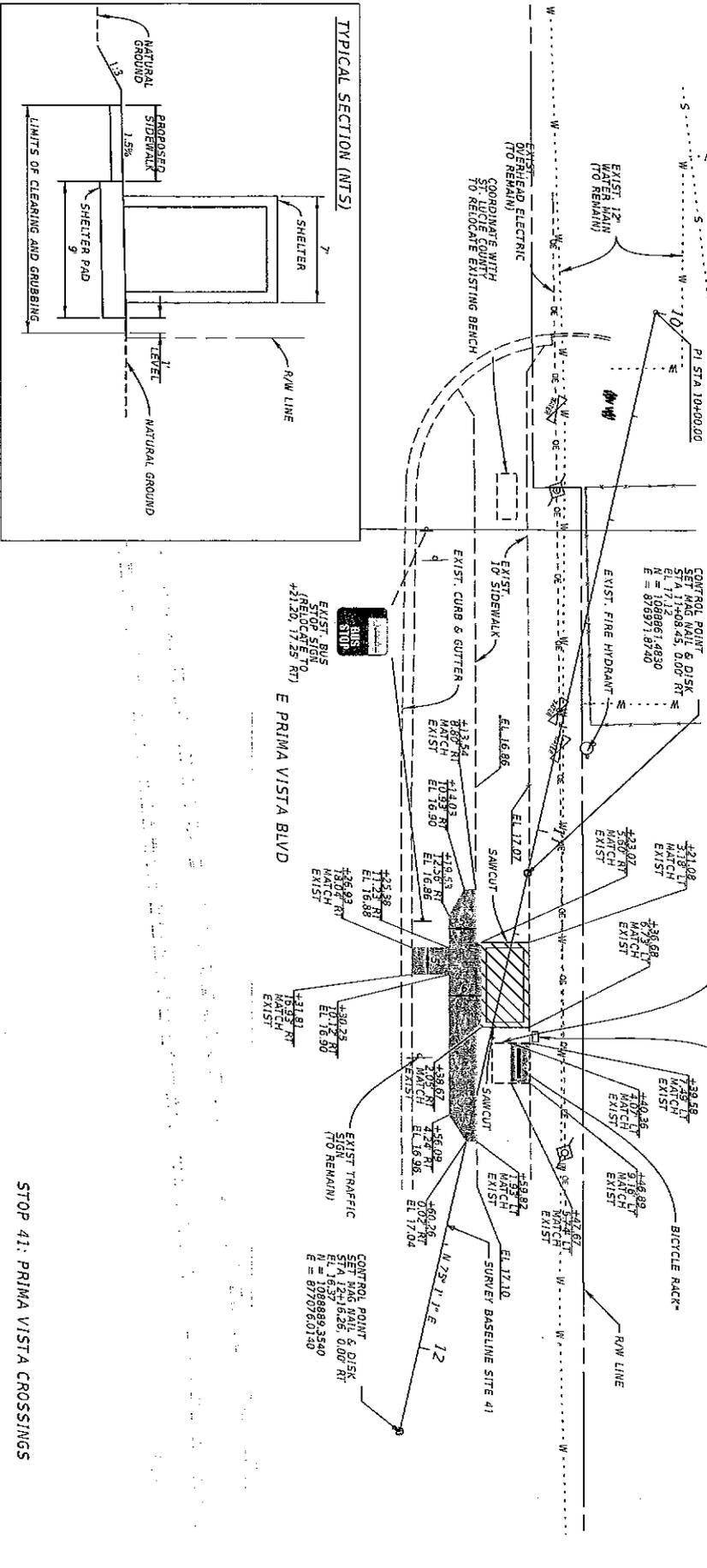
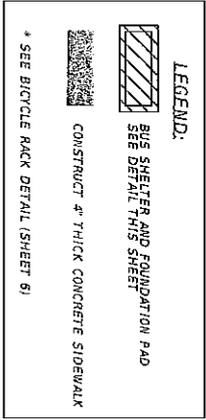


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

King-Horn and Associates, Inc. Certificate of Authorization No. 688 Kelly T. Schimatz, P.E. P.E. License No. 71507 1920 Wistiva Way, Suite 200 West Palm Beach, Florida 33411		CITY OF PORT ST. LUCIE 181 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984	COUNTY ST. LUCIE
STOP 5: SABAL PALM PLAZA SITE PLAN		ST. LUCIE	SHEET NO. 10



- SHELTER DETAIL KEY LEGEND**
- A THREE SEAT DIVIDED HOOPSTYLE BENCH, SEE SHEET 6 FOR DETAILS.
 - B 32 GALLON STEEL TRASH RECEPTACLE, SEE SHEET 6 FOR DETAILS.
 - C LIMITS OF BUS SHELTER PAD, SEE SLAB FOUNDATION DETAIL (SHEET 61).
 - D LIMITS OF BUS SHELTER, SEE BUS SHELTER DETAIL (SHEET 51).

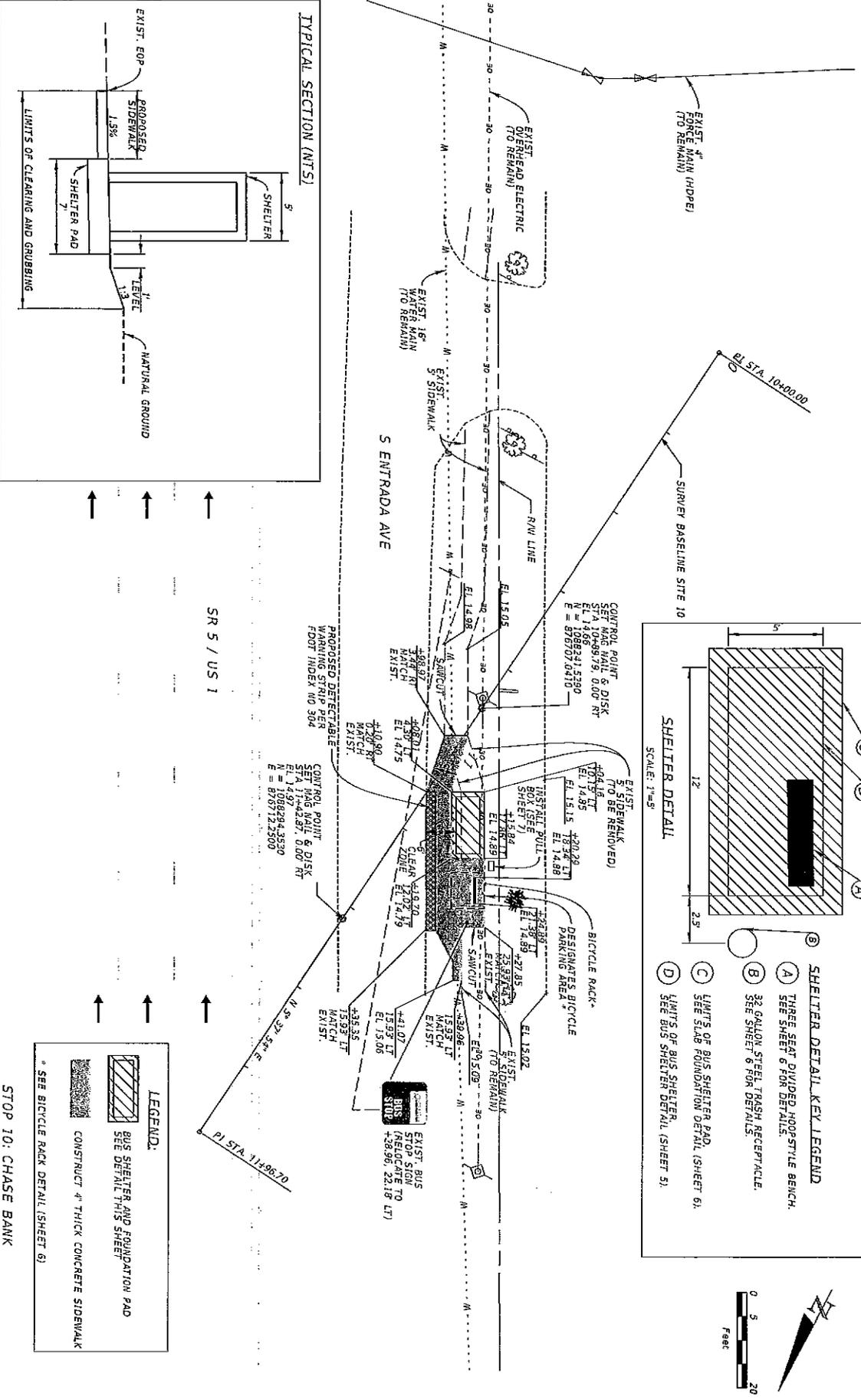


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	SHEET NO.
					15

City of Port St. Lucie
 141 S.W. POINT ST. LUCIE BLVD
 PORT ST. LUCIE, FL 34984
 ROAD NO. _____ COUNTY _____ ST. LUCIE

Kingston and Associates, Inc.
 1920 Weverka Way, Suite 200
 West Palm Beach, Florida 33411
 P.E. License No. 71307

2/10/2015 2:47:09 PM

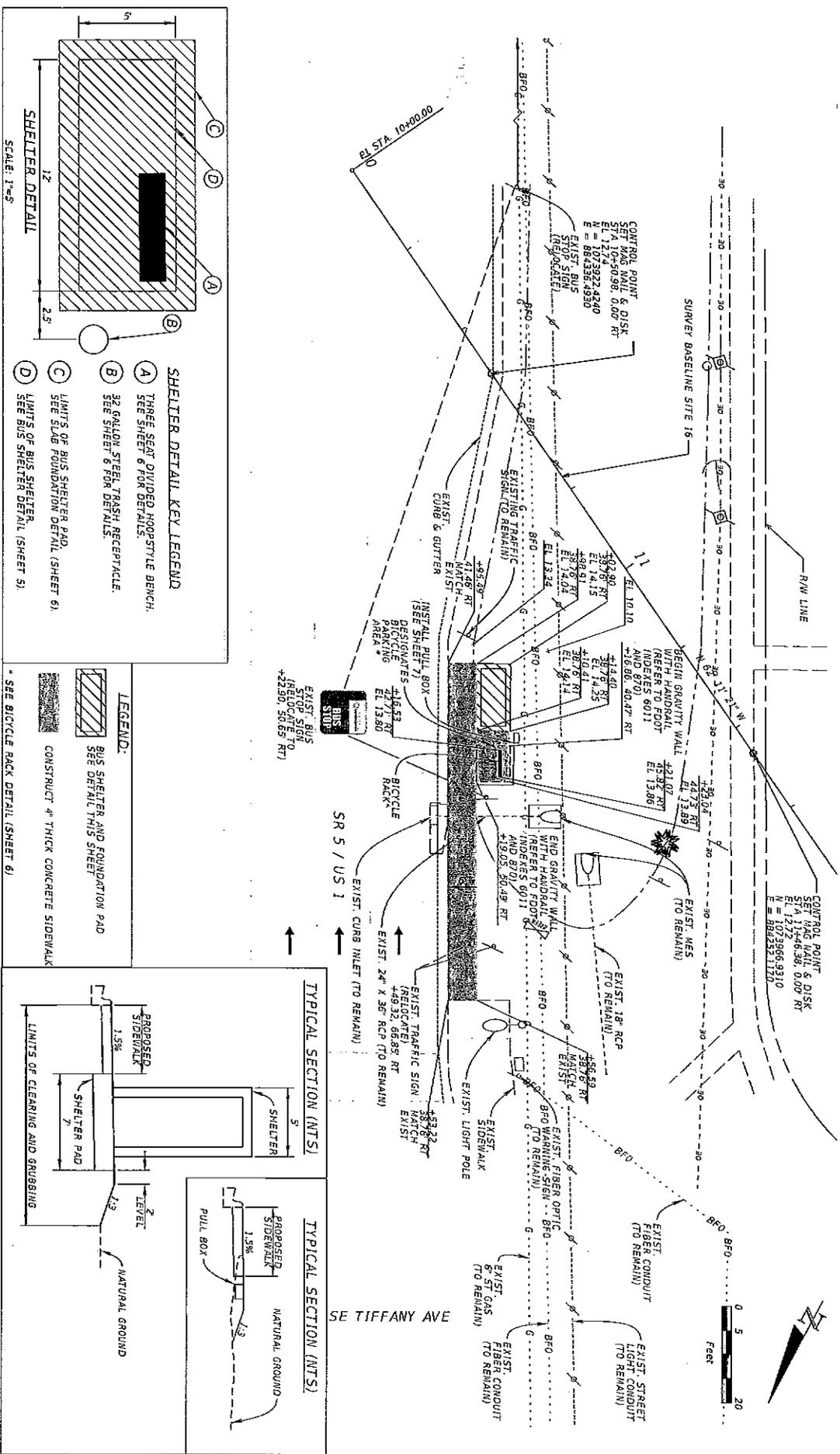


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

KIMBLE-HORN and ASSOCIATES, INC. Certificate of Authorization No. 989 5401 N. SHAWNEE AVE. SUITE 200 WEST PALM BEACH, FLORIDA 33411	CITY OF PORT ST. LUCIE 121 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984
ROAD NO.	COUNTY
ST. LUCIE	ST. LUCIE

STOP 10: CHASE BANK	SHEET NO. 16
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1417412HWRT 8/10/2015 2:27:09 PM K:\MPR_BSP\2015\08\2015 US 1 Form 612 SITE PLAN\20150057.dwg

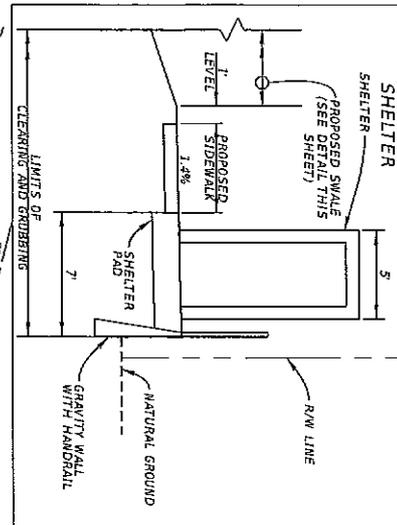


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

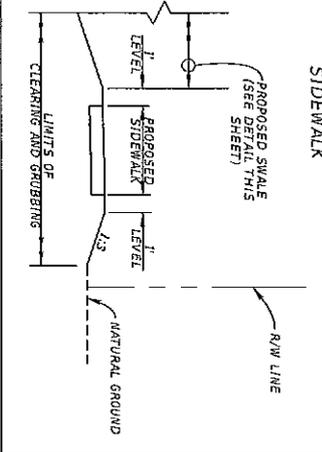
City of Port St. Lucie 141 S.W. Port St. Lucie Blvd Port St. Lucie, FL 34884 ROAD NO.	Knight-Horn and Associates, Inc. Certificate of Authorization No. 659 P.E. License No. 71307 1920 Wesley Way, Suite 200 West Palm Beach, Florida 33411
COUNTY	CITY OF PORT ST. LUCIE
ST. LUCIE	PROJECT NO.
SHEET NO. 17	DATE: 6/10/2015

15417-0000-4
6/10/2015
2:47:18 PM
C:\WPB\2015\6102015\05 1\Drawn\04 2_SitePlan\04 2_SitePlan.dwg

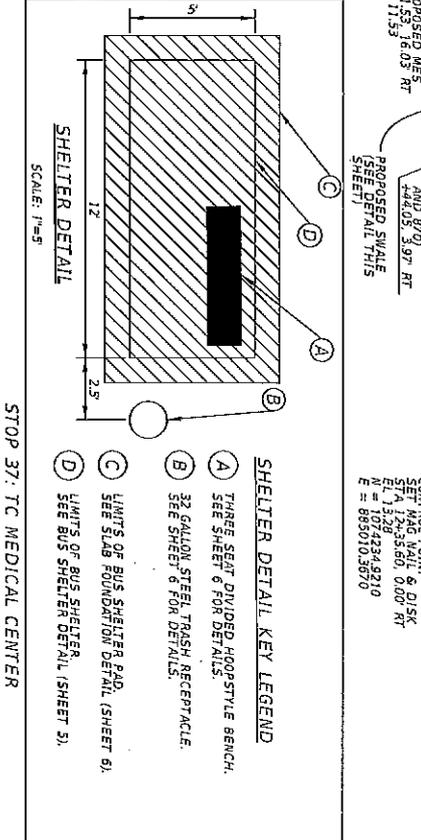
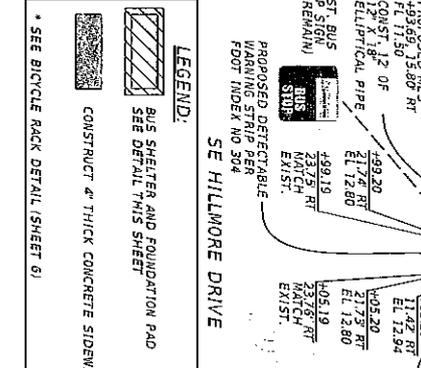
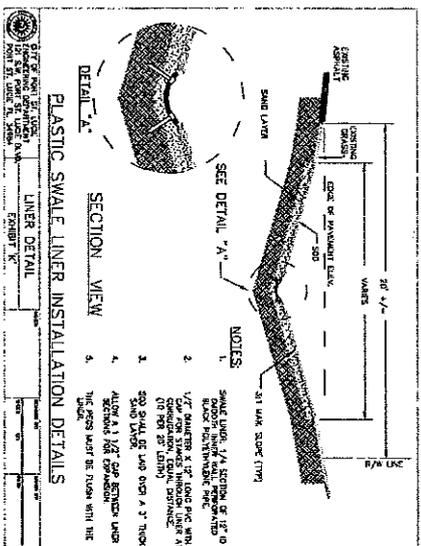
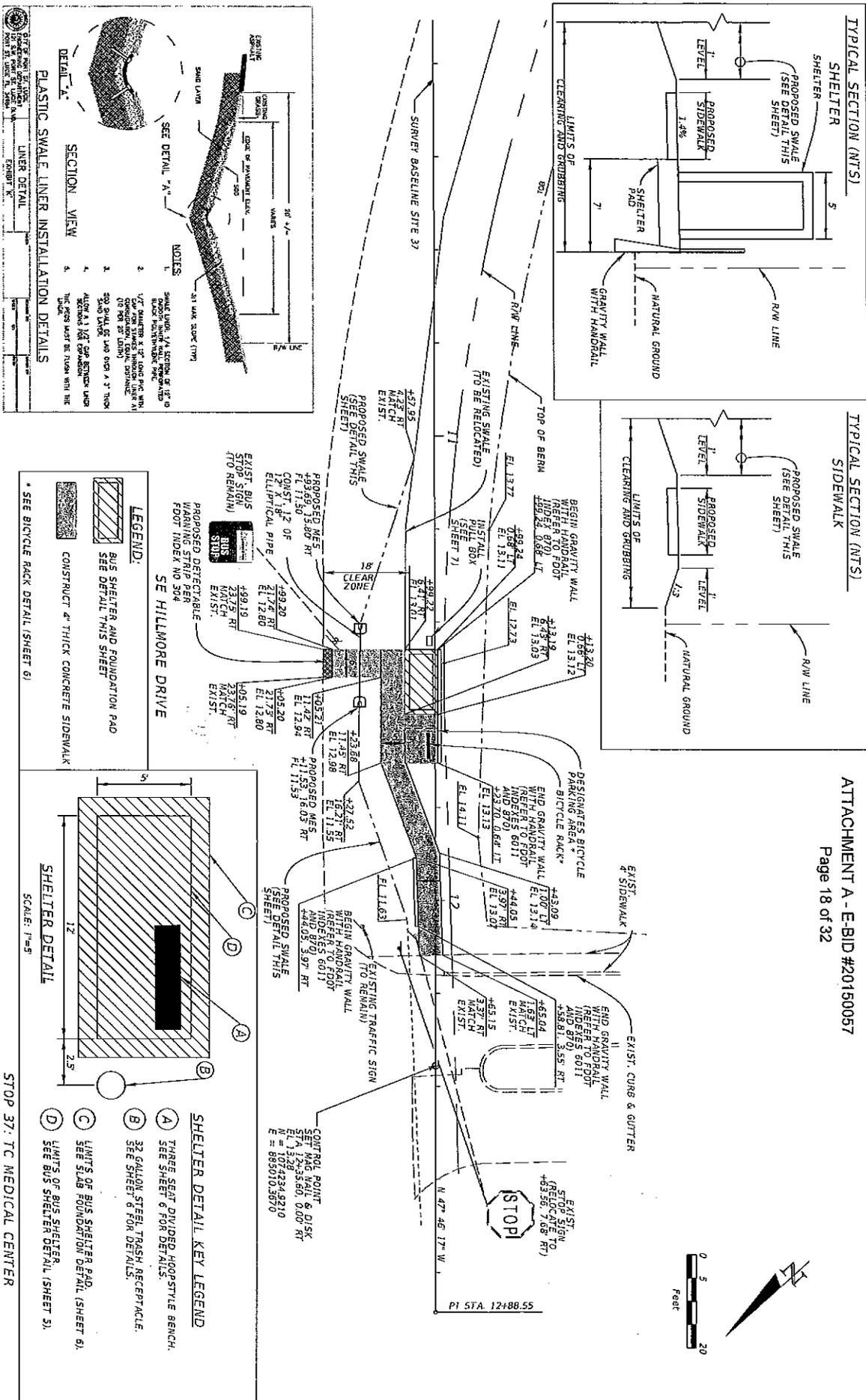
TYPICAL SECTION (NTS) SHELTER



TYPICAL SECTION (NTS) SIDEWALK



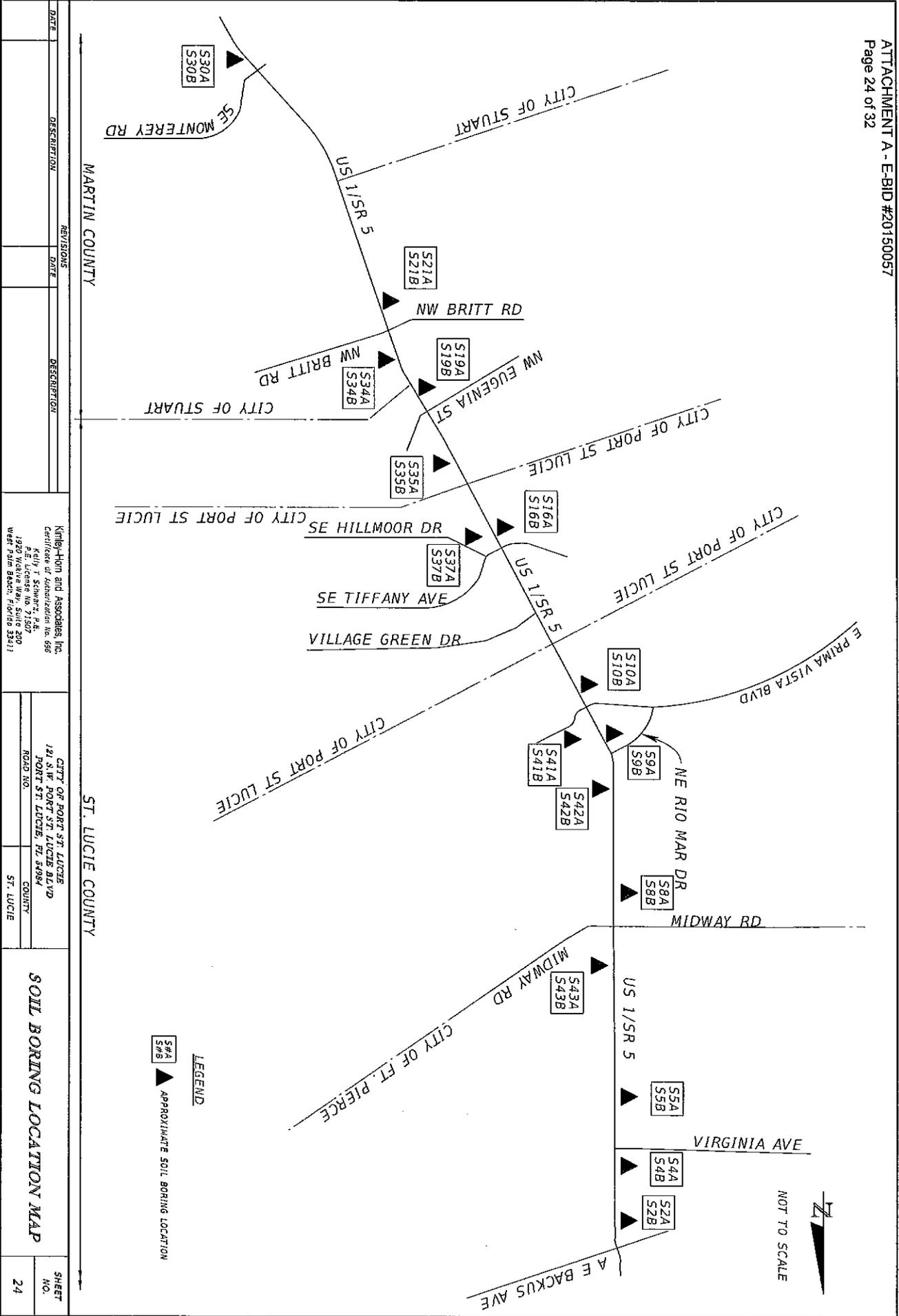
ATTACHMENT A - E-BID #20160057
Page 18 of 32



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Kimbrough and Associates, Inc. Certificate of Authorization No. 699 Kelly T. Schwaner, P.E. P.E. License No. 71507 1920 Winkva Way, Suite 200 West Palm Beach, Florida 33411		CITY OF PORT ST. LUCIE 191 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984	
ROAD NO.		COUNTY	
ST. LUCIE		STOP 37: TC MEDICAL CENTER	

SHEET NO.	18
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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Kinley-Horn and Associates, Inc. Certificate of Authorization No. 056 Kelly T. Schmitt, P.E. P.E. License No. 71507 1920 Vulture Way, Suite 200 West Palm Beach, Florida 33411		CITY OF PORT ST. LUCIE 181 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984 ROAD NO.	COUNTY ST. LUCIE
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SOIL BORING LOCATION MAP SHEET NO. 24

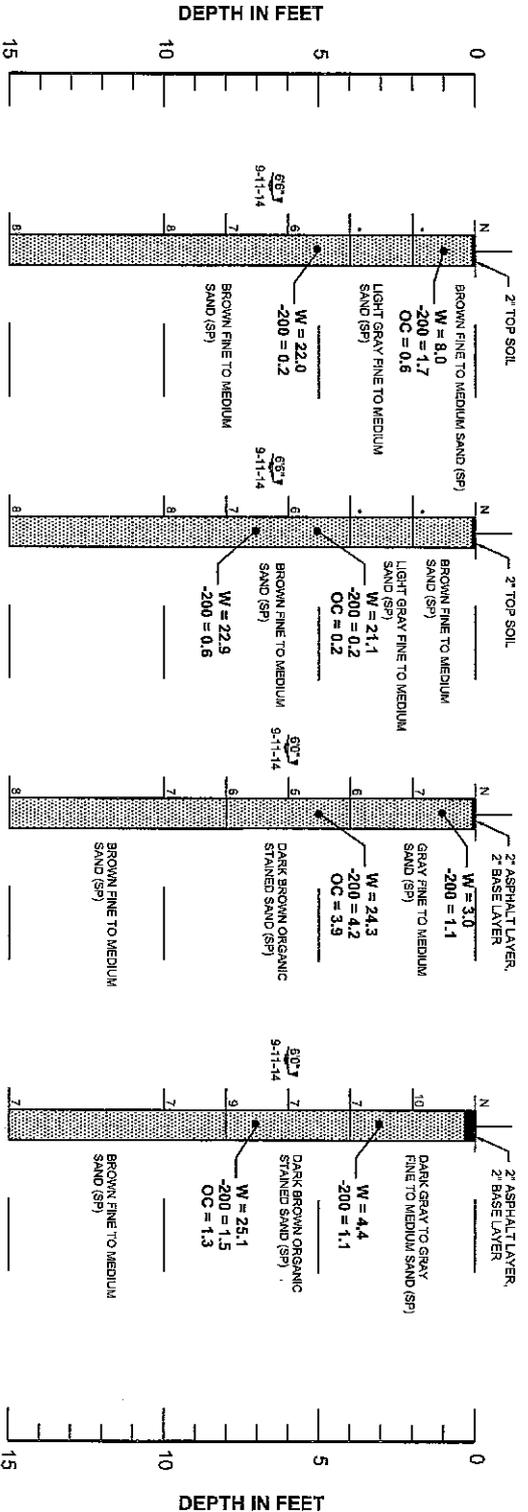
kinley-stlmw02 8/16/2015 2:47:17 PM K:\WPB_DESIGN\2015\BID_1571_TPMR_BA_SHEET\A-E-BID_20150057\ATTACHMENT A\SOIL BORING MAP

BORING NO. S-2A
LATITUDE N27° 27' 00.9"
LONGITUDE W80° 19' 38.4"

BORING NO. S-2B
LATITUDE N27° 27' 00.0"
LONGITUDE W80° 19' 38.4"

BORING NO. S-4A
LATITUDE N27° 25' 34.1"
LONGITUDE W80° 19' 34.0"

BORING NO. S-4B
LATITUDE N27° 25' 33.9"
LONGITUDE W80° 19' 34.0"



END OF BORING AT 15 FEET

LEGEND
 SURFACE MATERIALS (POSSIBLE OR ASPHALT AND AGGREGATE BASE)
 SAND
 SILT SAND
 CLAYEY SAND

NOTES
 (1) BORINGS WERE DRILLED ON SEPTEMBER 8 THROUGH SEPTEMBER 11, 2014 USING A CENTRAL HAMMER DRILLING MACHINE (400) AUTOMATIC AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. SOIL TRANSMISSIONS MAY BE MORE GRADUAL THAN IMPLIED.
 (2) STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENTATION ONLY. SOIL TRANSMISSIONS MAY BE MORE GRADUAL THAN IMPLIED.
 (3) GROUNDWATER LEVELS SHOWN ON THE SURFACE PROFILES REPRESENT GROUNDWATER LEVELS MEASURED AT THE TIME OF BORING. GROUNDWATER LEVEL FLUCTUATIONS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.

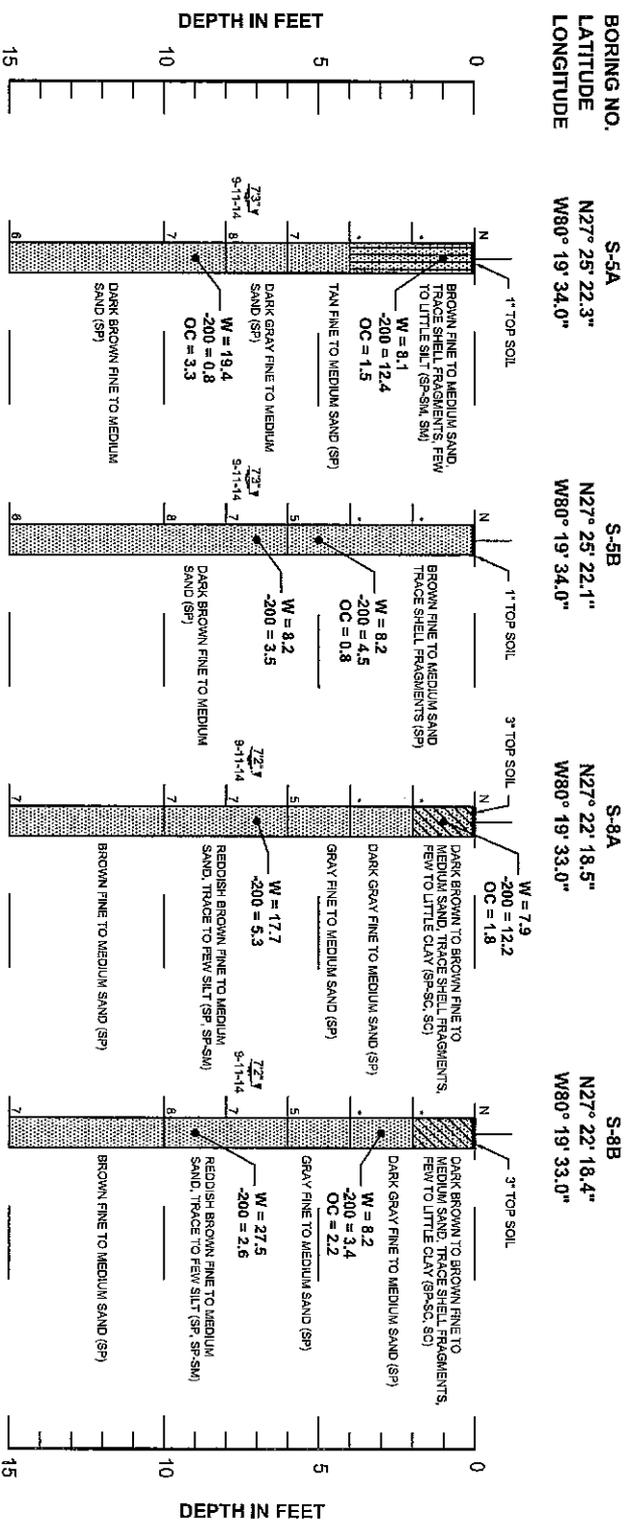
STANDARD PENETRATION TEST DATA
 SPORIN N SIDE DIA. 1.378 INCH
 SPORIN DROP WEIGHT 140 POUNDS
 HAVER DROP 80 INCHES
 HAVER WEIGHT 140 POUNDS

GRANULAR MATERIALS
 RELATIVE DENSITY TESTS SHOULD BE RUN ON ALL MATERIALS
 VERY DENSE 24-40
 DENSE 18-24
 MEDIUM 12-18
 LESS THAN 12

GROUNDWATER NOT ENCOUNTERED
 * HAND AUGER TOP 4 FEET DUE TO PRESENCE OF UNDERGROUND UTILITIES

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

PROJECT NO.	20130119	CITY OF	PORT ST. LUCIE
PROJECT NAME	US1 TRANSIT CORRIDOR BUS SHELTERS	ENGINEER OF RECORD	RAIDISE
SHEET NO.	25	4150 West Balmora Boulevard, Suite 208	Nokora Blvd., Ft. Pierce, FL 34941
		TEL: 888-441-4103 FAX: 888-441-0104	TEL: 888-441-4103 FAX: 888-441-0104
		Amul, Missoula, MT, Eno, VA 22923	Amul, Missoula, MT, Eno, VA 22923

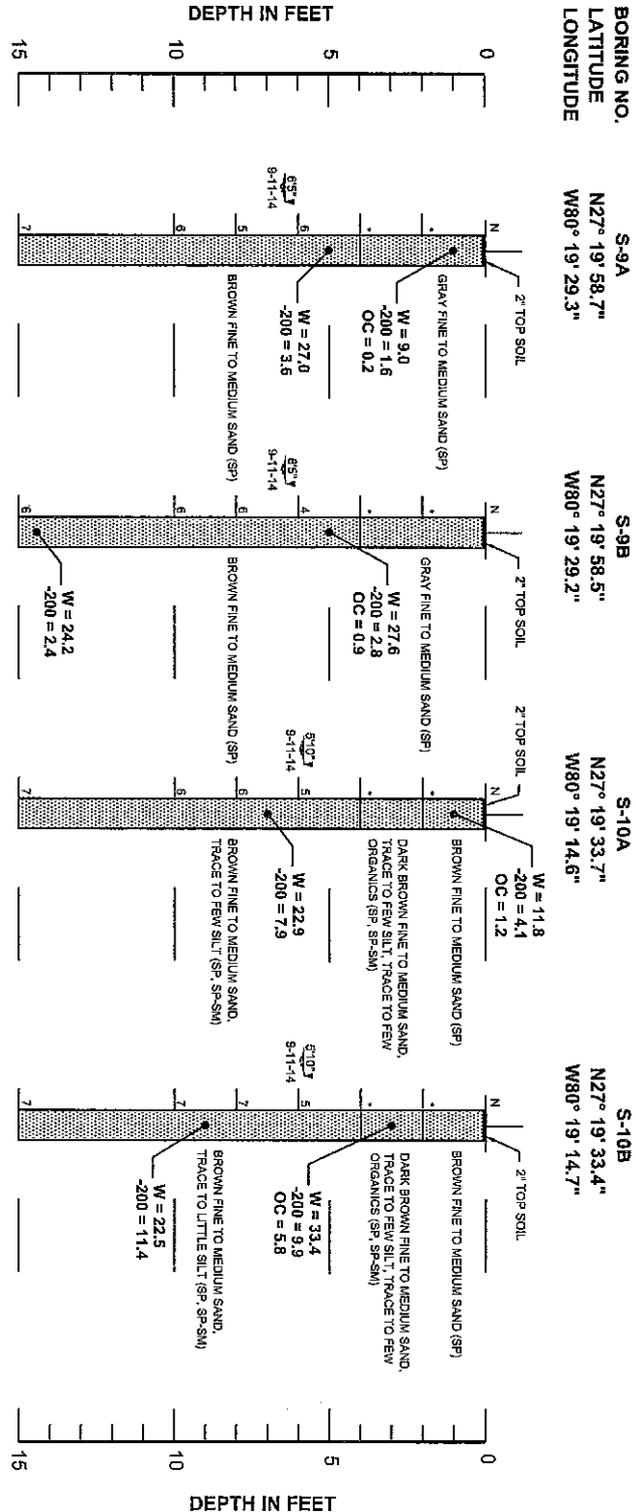


END OF BORING AT 15 FEET END OF BORING AT 15 FEET END OF BORING AT 15 FEET END OF BORING AT 15 FEET

- LEGEND**
- SURFACE MATERIALS, TOP SOIL, OR ASPHALT AND AGGREGATE BASE
 - ▨ SAND
 - ▧ SILTY SAND
 - ▩ CLAYEY SAND
- NOTES**
- (1) BORINGS WERE DRILLED ON SEPTEMBER 8 THROUGH SEPTEMBER 11, 2014 USING A CENTRAL HAMMER DRILLING RIG (CME 452) ADAPTING STRATA BOUNDARIES AS APPROPRIATE AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. SOIL TRANSITIONS MAY BE MORE GRADUAL THAN IMPLIED.
 - (2) GROUNDWATER LEVELS SHOWN ON THE SURFACE PROFILES REPRESENT VERIFIED DATA. GROUNDWATER LEVEL DATES SHOWN. GROUNDWATER LEVEL FLUCTUATIONS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.
 - (3) STANDARD PENETRATION TEST DATA:
 - SP-60 PEN. 1.75 FEET
 - SP-60 PEN. 30 INCHES
 - AVG. HAMMER DROP 30 INCHES
 - HAMMER WEIGHT 140 POUNDS
- GRANULAR MATERIALS:**
- RELATIVE DENSITY: 2.65
 - SOIL LIQUIDITY INDEX: 0.75
 - PLASTICITY INDEX: 0.75
 - VEGETATION: 1.5
 - VERY COARSE: 8-24
 - MEDIUM: 24-40
 - VERY DENSE: GREATER THAN 40
- STANDARD PENETRATION TEST DATA:**
- SP-60 PEN. 1.75 FEET
 - SP-60 PEN. 30 INCHES
 - AVG. HAMMER DROP 30 INCHES
 - HAMMER WEIGHT 140 POUNDS
- GROUNDWATER DEPTH IN FEET AND DRILLING DATE:**
- S-11-14
 - SP
 - UNIFIED SOIL CLASSIFICATION SYSTEM GROUP SYMBOL (ASTM D 2497)
 - W: NATURAL MOISTURE CONTENT (%)
 - 200: FINES PASSING U.S. STANDARD NO. 200 SIEVE (%)
 - OC: ORGANIC CONTENT (%)
 - ONE: GROUNDWATER NOT ENCOUNTERED
 - HAND AUGER TOP 4 FEET DUE TO PRESENCE OF UNDERGROUND UTILITIES

REV	DATE	DESCRIPTION	BY	CHKD	DATE	DESCRIPTION	BY	CHKD	DATE
1									

ENGINEER OF RECORD RAJISE 4152 West Blvd. West, Suite 226 Fort Lauderdale, Florida 33404-4104 TEL: 954-571-1111 FAX: 954-571-1111 WWW.RAJISE.COM ALBERT BLISSARD, P.E. No. 743287	POINT ST. LUCIE 20130119	SCALE: AS SHOWN NOT TO SCALE	SHEET NO. 26 ROBBIE PROJECT NO. 140412
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END OF BORING
AT 15 FEET

- LEGEND**
- SURFACE MATERIALS (TOPSOIL, OR ASPHALT AND AGGREGATE BASE)
 - ▨ SAND
 - ▧ SILTY SAND
 - ▩ CLAYEY SAND
- NOTES**
- (1) BORINGS WERE DRILLED ON SEPTEMBER 8 THROUGH SEPTEMBER 11, 2014 USING A CENTRAL HAMMER DRILLING RIG.
 - (2) STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. SOIL TRANSITIONS MAY BE MORE GRADUAL THAN ILLUSTRATED.
 - (3) GROUNDWATER LEVELS SHOWN ON THE SUBSURFACE PROFILES REPRESENT DATES SHOWN. GROUNDWATER LEVEL FLUCTUATIONS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.
- STANDARD PENETRATION TEST DATA**
- SPRON NUMBER: 13737
SPRON LENGTH: 24 INCHES
AVG. HAMMER DROP: 30 INCHES
HAMMER WEIGHT: 140 POUNDS
- GRANULAR MATERIALS**
- RELATIVE DENSITY: 2.65
SPRINTLING: 100%
BLOTTING: 100%
VERY LOOSE: LESS THAN 3
MEDIUM: 3 - 24
DENSE: 24 - 40
VERY DENSE: GREATER THAN 40

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

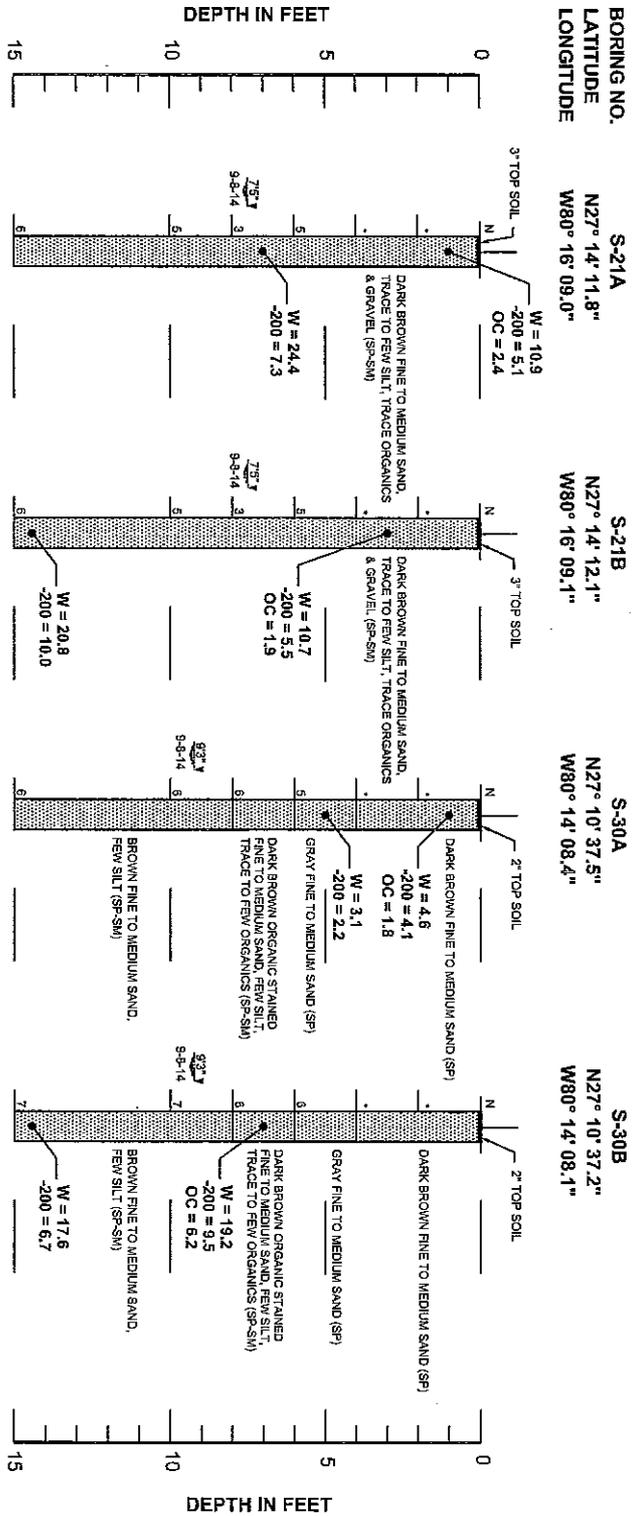
<p>REVISIONS</p>	<p>DATE</p>	<p>BY</p>	<p>DESCRIPTION</p>

<p>RAIDISE ENGINEERING OF RECORD</p> <p>4150 West Blinn Street, Houston, Texas 77056 Tel: 281-441-1100 Fax: 281-441-1104 www.raidise.com Aman Bhatnagar (P.E. No. 72823)</p>	<p>ENGINEER OF RECORD</p> <p>Miluna Bhatnagar, P.E. No. 72823 Tel: 281-441-1100 Fax: 281-441-1104 www.raidise.com Aman Bhatnagar (P.E. No. 72823)</p>
---	--

<p>CITY OF PORT ST. LUCIE</p>	<p>PROJECT NO. 20130119</p>	<p>SCALE AS SHOWN</p>	<p>DATE NOT TO SCALE</p>
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<p>REPORT OF SOIL BORINGS</p>	<p>SHEET NO. 27</p>
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<p>US1 TRANSIT CORRIDOR BUS SHELTERS</p>	<p>RAIDISE PROJECT NO. 140412</p>
--	---------------------------------------



END OF BORING AT 15 FEET END OF BORING AT 15 FEET END OF BORING AT 15 FEET END OF BORING AT 15 FEET

- LEGEND**
- SURFACE MATERIALS (TOPSOIL OR ASPHALT AND AGGREGATE BASE)
 - ▨ SAND
 - ▧ SILTY SAND
 - ▩ CLAYER SAND
- NOTES**
- (1) BORINGS WERE DRILLED ON SEPTEMBER 8 THROUGH SEPTEMBER 11, 2014, USING A CENTRAL MAKE EQUIPMENT ACCORDING TO AUTOMATIC TEST PROCEDURE FOR APPROXIMATE TEST HOLE LOCATION ONLY. SOIL TRANSITIONS MAY BE MORE GRADUAL THAN INDICATED.
 - (2) GROUNDWATER LEVELS SHOWN ON THE GROUNDWATER SURFACES ON THE FLUCTUATIONS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.
 - (3) GROUNDWATER NOT ENCOUNTERED HAND AUGER TOP 4 FEET DUE TO PRESENCE OF UNDERGROUND UTILITIES

REVISIONS		DATE		BY		DESCRIPTION	

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

REPORT OF SOIL BORINGS

PROJECT: US1 TRANSIT CORRIDOR BUS SHELTERS

CITY OF: PORT ST. LUCIE

PROJECT NO.: 20130113

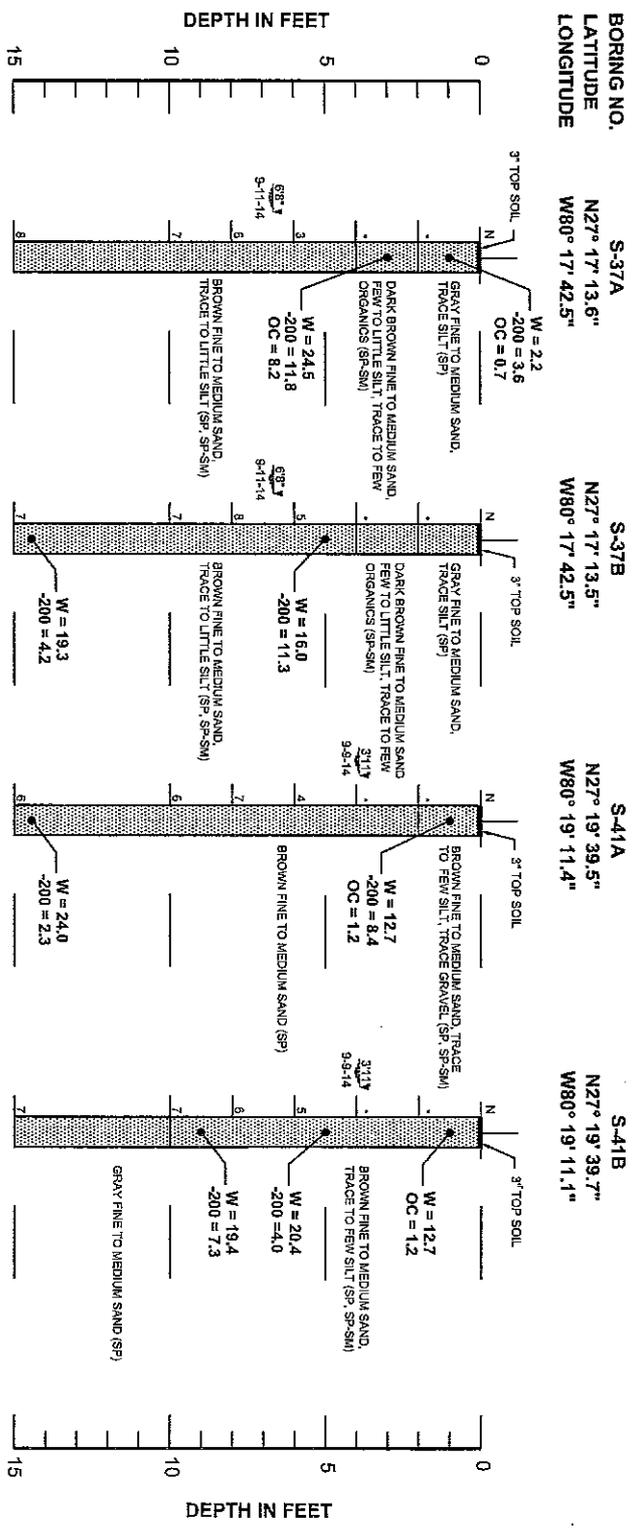
DATE: 140412

SHEET NO.: 29

RAJISE ENGINEERING

4151 West Blvd. in Palm Beach Gardens, Florida 33404
 TEL: 561-441-4103 FAX: 561-441-4104
 www.rajise.com

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 LICENSE NO. 76883



- LEGEND**
- SURFACE MATERIALS, GROUND, OR ASPHALT AND AGGREGATE (EASE)
 - ▨ SAND
 - ▧ SILTY SAND
 - ▩ CLAYEY SAND
- S-44 STANDARD PENETRATION TEST BORING AND NUMBER
- N SPT NUMBER USING AUTOMATIC HAMMER
- 9-1-14 GROUNDWATER DEPTH IN FEET AND DRILLING DATE
- SP LIQUID LIMIT (ASTM D 2487)
- W NATURAL MOISTURE CONTENT (%)
- 200 FINES PASSING U.S. STANDARD No. 200 SIEVE (%)
- OC ORGANIC CONTENT (%)
- QNE GROUNDWATER NOT ENCOUNTERED
- HAND AUGER TOP 4 FEET DUE TO PRESENCE OF UNDERGROUND UTILITIES

- NOTES**
- (1) BORINGS WERE DRILLED ON SEPTEMBER 8 THROUGH SEPTEMBER 11, 2014 USING A CENTRAL WALKER EQUIPMENT 400 (CWE 400) AUTOMATIC HAMMER DRILLING RIG.
 - (2) SPT BLOW COUNTS ARE APPROXIMATE AND REPRESENTATIVE OF THE SOIL.
 - (3) GROUNDWATER LEVELS SHOWN ON THE SURFACE PROFILES REPRESENT THE FLUCTUATIONS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.
- STANDARD PENETRATION TEST DATA**
- SPoon INSIDE DIA. 1.375 INCH
- SPoon OUTSIDE DIA. 2.0 INCHES
- SPoon LENGTH 30 INCHES
- HAMMER WEIGHT 140 POUNDS
- GRANULAR MATERIALS**
- RELATIVE DENSITY 2.65
- BLISS/POC 3-5
- VERY TOUGH 3-5
- LOOSE 3-5
- DENSE 3-5
- VERY DENSE 3-5
- GREATER THAN 40

REVISIONS		DATE		DESCRIPTION	
NO.	BY	DATE	DESCRIPTION	NO.	BY

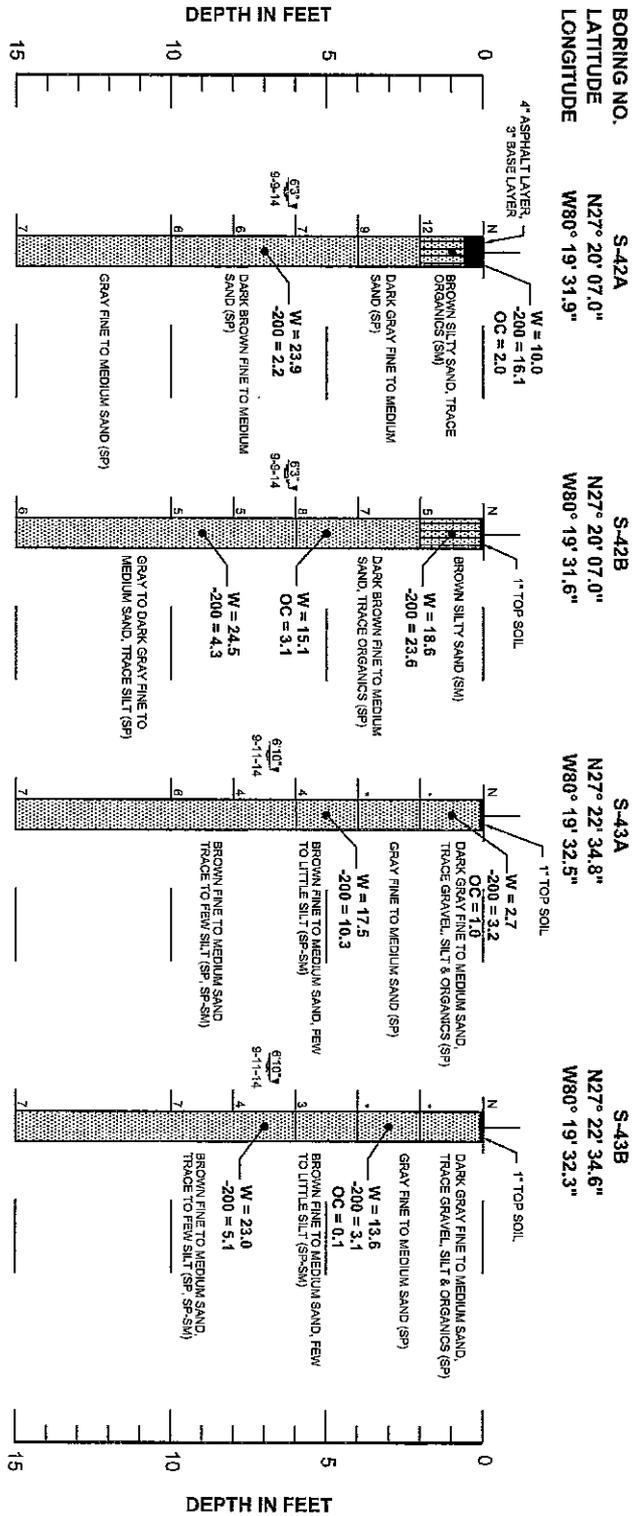
PROJECT NO.	20130118	REPORTING	US1 TRANSIT CORRIDOR BUS SHELTERS
SCALE	AS SHOWN	DATE	20130118
SHEET NO.	31	PROJECT NO.	140412

REPORT OF SOIL BORINGS

ENGINEER OF RECORD
RADISE ENGINEERING
4124 Whitt Road
Plymouth Beach, Florida 33444
TEL: 561-841-4100 FAX: 561-441-0104
Atlanta Division P. 4106 - 745501

RADISE
LICENSE NO. 8901

DESIGNED BY: EJV
CHECKED BY: AV
APPROVED BY: CS



- LEGEND**
- SURFACE MATERIALS (CONCRETE, ASPHALT AND AGGREGATE BASE)
 - ▨ SAND
 - ▧ SILTY SAND
 - ▩ CLAYEY SAND
- NOTES**
- (1) BORINGS WERE DRILLED ON SEPTEMBER 8 THROUGH SEPTEMBER 11, 2014 USING A CENTRAL LINE EQUIPMENT 7500 (CME-550) AUTOMATIC WIRE REEL DRILLING SYSTEM.
 - (2) SPIGATA RECORDERS ARE APPROXIMATE TEST HOLE LOCATION ONLY. SOIL TRANSMISSIONS MAY BE MORE GRADUAL, THAN IMPLIED.
 - (3) GROUNDWATER LEVELS SHOWN ON THE SUBSURFACE PROFILES REPRESENT GROUNDWATER MEASUREMENTS ON THE DATE OF TESTING. GROUNDWATER FLUCTUATIONS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.
- STANDARD PENETRATION TEST DATA**
- | | |
|---------------------|------------|
| SPROCK INSIDE DIA. | 1.375 INCH |
| SPROCK OUTSIDE DIA. | 2.0 INCHES |
| ANVIL DIAMETER | 1.5 INCHES |
| HAMMER WEIGHT | 140 POUNDS |
- STANDARD MATERIALS**
- | | |
|------------------|------------------|
| RELATIVE DENSITY | AUTOMATIC HAMMER |
| VERY LOOSE | BLISS-COPELAND |
| LOOSE | LESSER THAN 3 |
| MEDIUM | 3-5 |
| DENSE | 5-10 |
| VERY DENSE | 10-15 |
| GREATER THAN 40 | 24-40 |

REVISIONS		DATE		BY		DESCRIPTION	

ENGINEER OF RECORD	RAIDISE	CITY OF	PROJECT NO.	AS SHOWN	SHEET NO.
4150 West Business Center Drive, Suite 226 Portland, Oregon 97225 TEL: 503-441-0103 FAX: 503-441-0104 Attn: Mission P. E. No. 74993	RAIDISE	PORT ST. LUICIE	20150118	NOT TO SCALE	32
REPORT OF SOIL BORINGS				RAIDISE PROJECT NO.	
US1 TRANSIT CORRIDOR BUS SHELTERS				140412	



"A City for All Ages"

VENDOR CODE OF ETHICS

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

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate Invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

E-Bid Number: _____

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

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

**Addendum #1
E-Bid #20150057
US Highway #1 Transit Corridor Bus Shelter Construction Project
August 18, 2015**

The bid opening date has been changed to August 19, 2015 at 3:00:00 EST. 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 to be accepted.

Addendum #2
E-Bid #20150057
US Highway #1 Transit Corridor Bus Shelter Construction Project
August 19, 2015

The bid opening date has been changed to September 1, 2015 at 3:00:00 EST. 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 to be accepted.

Addendum #3
E-Bid #20150057
US Highway #1 Transit Corridor Bus Shelter Construction Project
September 1, 2015

Clarifications:

- 1.) The Contractor is to provide and install the bus shelters. The City will not be supplying the shelters.

The bid opening date has not been change.

Instructions to Bidder:

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

**Addendum #4
E-Bid #20150057
US Highway #1 Transit Corridor Bus Shelter Construction Project
September 1, 2015**

**The bid opening date has been changed to September 9, 2015 at 3:00:00 EST.
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 to be accepted.

Addendum #5
E-Bid #20150057
US Highway #1 Transit Corridor Bus Shelter Construction Project
September 9, 2015

**The bid opening date has been changed to September 23, 2015 at 3:00:00 EST.
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 to be accepted.

Addendum #6
E-Bid #20150057
US Highway #1 Transit Corridor Bus Shelter Construction Project
September 16, 2015

Revisions:

- 1.) The E-Bid Reply Excel Spreadsheet has been revised to address each bus shelter site. The new E-Bid Reply is issued as Addendum #7 and will be the only form accepted unless directed in a future Addendum.
- 2.) The bid opening date is being extended to allow for the additional time it may require to complete the revised E-Bid Reply Excel Spreadsheet. The new bid opening date is September 30, 2015 at 3:00pm EST. The location of the opening has not been changed.

The bid opening date has been changed to September 30, 2015 at 3:00:00 EST.
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 to be accepted.

ADDENDUM #7 - SEPTEMBER 16, 2015

E-BID #20150057

E-BID REPLY EXCEL SPREADSHEET

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Company Name: _____

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
Stop No. 2, Benton Building						
1	101-1	Mobilization	1	LS		\$ -
2	102-1	Maintenance of Traffic	1	LS		\$ -
3	110-1-1	Clearing and Grubbing	0.01	AC		\$ -
4	120-1	Regular Excavation	4	CY		\$ -
5	522-1	Concrete Sidewalk and Driveways, 4" Thick	4	SY		\$ -
6	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
7	635-2-11	Pull & Splice Box	1	EA		\$ -
8	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS		\$ -
9	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
10	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
11	751-37	Trash Receptacle	1	EA		\$ -
12	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
13	CUSTOM	As-Built Survey	1	LS		\$ -
14		Sub Total Stop No. 2				\$ -
Stop No. 4, Kmart Plaza						
15	101-1	Mobilization	1	LS		\$ -
16	102-1	Maintenance of Traffic	1	LS		\$ -
17	110-1-1	Clearing and Grubbing	0.01	AC		\$ -
18	120-1	Regular Excavation	9	CY		\$ -
19	519-78	Bollards	6	EA		\$ -
20	522-1	Concrete Sidewalk and Driveways, 4" Thick	22	SY		\$ -
21	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
22	635-2-11	Pull & Splice Box	1	EA		\$ -
23	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS		\$ -
24	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
25	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
26	751-37	Trash Receptacle	1	EA		\$ -
27	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
28	CUSTOM	As-Built Survey	1	LS		\$ -
29		Sub Total Stop No. 4				\$ -
Stop No. 5, Sabal Palm Plaza						
30	101-1	Mobilization	1	LS		\$ -
31	102-1	Maintenance of Traffic	1	LS		\$ -
32	104-18	Inlet Protection System	1	EA		\$ -
33	110-1-1	Clearing and Grubbing	0.05	AC		\$ -
34	120-1	Regular Excavation	17	CY		\$ -
35	120-6	Embankment	7	CY		\$ -
36	519-78	Bollards	6	EA		\$ -
37	522-1	Concrete Sidewalk and Driveways, 4" Thick	63	SY		\$ -
38	522-4	Bus Shelter Pad - Concrete	16	SY		\$ -
39	527-2	Detectable Warnings	10	SF		\$ -
40	570-1-2	Performance Turf	49	SY		\$ -
41	635-2-11	Pull & Splice Box	1	EA		\$ -

ADDENDUM #7 - SEPTEMBER 16, 2015

E-BID #20150057

E-BID REPLY EXCEL SPREADSHEET

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Company Name: _____

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
42	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS		\$ -
43	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
44	751-35-13	Bus Shelter (F&I, 101-150 Feet)	1	EA		\$ -
45	751-37	Trash Receptacle	1	EA		\$ -
46	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
47	CUSTOM	As-Built Survey	1	LS		\$ -
48		Sub Total Stop No. 5				\$ -
		Stop No. 43, Midway Road North				
49	101-1	Mobilization	1	LS		\$ -
50	102-1	Maintenance of Traffic	1	LS		\$ -
51	110-1-1	Clearing and Grubbing	0.01	AC		\$ -
52	120-1	Regular Excavation	8	CY		\$ -
53	120-6	Embankment	3	CY		\$ -
54	522-1	Concrete Sidewalk and Driveways, 4" Thick	23	SY		\$ -
55	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
56	570-1-2	Performance Turf	19	SY		\$ -
57	635-2-11	Pull & Splice Box	1	EA		\$ -
58	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
59	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
60	751-37	Trash Receptacle	1	EA		\$ -
61	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
62	CUSTOM	Remove Existing Bench	1	EA		\$ -
63	CUSTOM	As-Built Survey	1	LS		\$ -
64		Sub Total Stop No. 43				\$ -
		Stop No. 8, Midway Road South				
65	101-1	Mobilization	1	LS		\$ -
66	102-1	Maintenance of Traffic	1	LS		\$ -
67	110-1-1	Clearing and Grubbing	0.01	AC		\$ -
68	120-1	Regular Excavation	8	CY		\$ -
69	120-6	Embankment	2	CY		\$ -
70	522-1	Concrete Sidewalk and Driveways, 4" Thick	23	SY		\$ -
71	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
72	570-1-2	Performance Turf	14	SY		\$ -
73	635-2-11	Pull & Splice Box	1	EA		\$ -
74	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
75	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
76	751-37	Trash Receptacle	1	EA		\$ -
77	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
78	CUSTOM	Remove Existing Bench	1	EA		\$ -
79	CUSTOM	As-Built Survey	1	LS		\$ -
80		Sub Total Stop No. 8				\$ -
		Stop No. 42, Rio Mar North				
81	101-1	Mobilization	1	LS		\$ -
82	102-1	Maintenance of Traffic	1	LS		\$ -

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

Company Name: _____

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
83	104-10-3	Sediment Barrier	25	LF		\$ -
84	110-1-1	Clearing and Grubbing	0.01	AC		\$ -
85	120-1	Regular Excavation	6	CY		\$ -
86	120-6	Embankment	1	CY		\$ -
87	400-11	Class NS Concrete - Gravity Wall	3.6	CY		\$ -
88	515-1-2	Pipe Handrail - Guiderail (Aluminum)	26	LF		\$ -
89	522-1	Concrete Sidewalk and Driveways, 4" Thick	10	SY		\$ -
90	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
91	570-1-2	Performance Turf	8	SY		\$ -
92	635-2-11	Pull & Splice Box	1	EA		\$ -
93	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
94	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
95	751-37	Trash Receptacle	1	EA		\$ -
96	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
97	CUSTOM	Remove Existing Bench	1	EA		\$ -
98	CUSTOM	As-Built Survey	1	LS		\$ -
99		Sub Total Stop No. 42				\$ -
		Stop No.9, Rio Mar South				
100	101-1	Mobilization	1	LS		\$ -
101	102-1	Maintenance of Traffic	1	LS		\$ -
102	104-18	Inlet Protection System	1	EA		\$ -
103	110-1-1	Clearing and Grubbing	0.01	AC		\$ -
104	120-1	Regular Excavation	15	CY		\$ -
105	120-6	Embankment	3	CY		\$ -
106	522-1	Concrete Sidewalk and Driveways, 4" Thick	33	SY		\$ -
107	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
108	570-1-2	Performance Turf	20	SY		\$ -
109	635-2-11	Pull & Splice Box	1	EA		\$ -
110	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
111	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
112	751-37	Trash Receptacle	1	EA		\$ -
113	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
114	CUSTOM	Remove Existing Bench	1	EA		\$ -
115	CUSTOM	As-Built Survey	1	LS		\$ -
116		Sub Total Stop No. 9				\$ -
		Stop No. 10, Chase Bank				
117	101-1	Mobilization	1	LS		\$ -
118	102-1	Maintenance of Traffic	1	LS		\$ -
119	110-1-1	Clearing and Grubbing	0.03	AC		\$ -
120	120-1	Regular Excavation	17	CY		\$ -
121	120-6	Embankment	1	CY		\$ -
122	522-1	Concrete Sidewalk and Driveways, 4" Thick	39	SY		\$ -
123	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
124	527-2	Detectable Warnings	60	SF		\$ -

ADDENDUM #7 - SEPTEMBER 16, 2015

E-BID #20150057

E-BID REPLY EXCEL SPREADSHEET

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Company Name: _____

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
125	570-1-2	Performance Turf	7	SY		\$ -
126	635-2-11	Pull & Splice Box	1	EA		\$ -
127	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS		\$ -
128	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
129	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
130	751-37	Trash Receptacle	1	EA		\$ -
131	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
132	CUSTOM	As-Built Survey	1	LS		\$ -
133		Sub Total Stop No. 10				\$ -
		Stop No. 16, CVS Pharmacy				
134	101-1	Mobilization	1	LS		\$ -
135	102-1	Maintenance of Traffic	1	LS		\$ -
136	104-10-3	Sediment Barrier	63	LF		\$ -
137	104-18	Inlet Protection System	1	EA		\$ -
138	110-1-1	Clearing and Grubbing	0.03	AC		\$ -
139	120-1	Regular Excavation	14	CY		\$ -
140	120-6	Embankment	30	CY		\$ -
141	400-11	Class NS Concrete - Gravity Wall	5.1	CY		\$ -
142	515-1-2	Pipe Handrail - Guiderail (Aluminum)	16	LF		\$ -
143	522-1	Concrete Sidewalk and Driveways, 4" Thick	55	SY		\$ -
144	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
145	570-1-2	Performance Turf	45	SY		\$ -
146	635-2-11	Pull & Splice Box	1	EA		\$ -
147	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS		\$ -
148	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
149	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
150	751-37	Trash Receptacle	1	EA		\$ -
151	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
152	CUSTOM	As-Built Survey	1	LS		\$ -
153		Sub Total Stop No. 16				\$ -
		Stop No. 41, Prima Vista Crossing				
154	101-1	Mobilization	1	LS		\$ -
155	102-1	Maintenance of Traffic	1	LS		\$ -
156	104-18	Inlet Protection System	1	EA		\$ -
157	110-1-1	Clearing and Grubbing	0.02	AC		\$ -
158	120-1	Regular Excavation	17	CY		\$ -
159	120-6	Embankment	1	CY		\$ -
160	522-1	Concrete Sidewalk and Driveways, 4" Thick	34	SY		\$ -
161	522-4	Bus Shelter Pad - Concrete	16	SY		\$ -
162	570-1-2	Performance Turf	5	SY		\$ -
163	635-2-11	Pull & Splice Box	1	EA		\$ -
164	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS		\$ -
165	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
166	751-35-13	Bus Shelter (F&I, 101-150 Feet)	1	EA		\$ -

ADDENDUM #7 - SEPTEMBER 16, 2015

E-BID #20150057

E-BID REPLY EXCEL SPREADSHEET

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Company Name: _____

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
167	751-37	Trash Receptacle	1	EA		\$ -
168	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
169	CUSTOM	Remove Existing Bench	1	EA		\$ -
170	CUSTOM	As-Built Survey	1	LS		\$ -
171		Sub Total Stop No. 41				\$ -
		Stop No. 37, TC Medical Center				
172	101-1	Mobilization	1	LS		\$ -
173	102-1	Maintenance of Traffic	1	LS		\$ -
174	110-1-1	Clearing and Grubbing	0.08	AC		\$ -
175	120-1	Regular Excavation	23	CY		\$ -
176	120-6	Embankment	26	CY		\$ -
177	400-11	Class NS Concrete - Gravity Wall	4.1	CY		\$ -
178	430-174-215	Pipe Culvert Optional Material (SD, Elliptical/Arch, 15")	12	LF		\$ -
179	430-984-623	Mitered End Section (SD, Elliptical/Arch, 15")	2	EA		\$ -
180	515-1-2	Pipe Handrail - Guiderail (Aluminum)	40	LF		\$ -
181	522-1	Concrete Sidewalk and Driveways, 4" Thick	54	SY		\$ -
182	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
183	527-2	Detectable Warnings	12	SF		\$ -
184	570-1-2	Performance Turf	244	SY		\$ -
185	635-2-11	Pull & Splice Box	1	EA		\$ -
186	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS		\$ -
187	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
188	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
189	751-37	Trash Receptacle	1	EA		\$ -
190	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
191	CUSTOM	Swale Liner (Install Only)	86	LF		\$ -
192	CUSTOM	As-Built Survey	1	LS		\$ -
193		Sub Total Stop No. 37				\$ -
		Stop No. 35, Cracker Barrel				
194	101-1	Mobilization	1	LS		\$ -
195	102-1	Maintenance of Traffic	1	LS		\$ -
196	104-18	Inlet Protection System	1	EA		\$ -
197	110-1-1	Clearing and Grubbing	0.02	AC		\$ -
198	120-1	Regular Excavation	6	CY		\$ -
199	120-6	Embankment	14	CY		\$ -
200	522-1	Concrete Sidewalk and Driveways, 4" Thick	9	SY		\$ -
201	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
202	570-1-2	Performance Turf	27	SY		\$ -
203	635-2-11	Pull & Splice Box	1	EA		\$ -
204	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
205	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
206	751-37	Trash Receptacle	1	EA		\$ -
207	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -

ADDENDUM #7 - SEPTEMBER 16, 2015

E-BID #20150057

E-BID REPLY EXCEL SPREADSHEET

US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT

SCHEDULE "A"

Company Name: _____

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
208	CUSTOM	As-Built Survey	1	LS		\$ -
209		Sub Total Stop No. 35				\$ -
		Stop No. 19, Lowes and BJs				
210	101-1	Mobilization	1	LS		\$ -
211	102-1	Maintenance of Traffic	1	LS		\$ -
212	104-18	Inlet Protection System	1	EA		\$ -
213	110-1-1	Clearing and Grubbing	0.01	AC		\$ -
214	120-1	Regular Excavation	6	CY		\$ -
215	120-6	Embankment	2	CY		\$ -
216	522-1	Concrete Sidewalk and Driveways, 4" Thick	9	SY		\$ -
217	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
218	570-1-2	Performance Turf	13	SY		\$ -
219	635-2-11	Pull & Splice Box	1	EA		\$ -
220	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	2	AS		\$ -
221	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
222	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
223	751-37	Trash Receptacle	1	EA		\$ -
224	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
225	CUSTOM	As-Built Survey	1	LS		\$ -
226		Sub Total Stop No. 19				\$ -
		Stop No. 34, Pineapple Commons				
227	101-1	Mobilization	1	LS		\$ -
228	102-1	Maintenance of Traffic	1	LS		\$ -
229	104-18	Inlet Protection System	2	EA		\$ -
230	110-1-1	Clearing and Grubbing	0.02	AC		\$ -
231	120-1	Regular Excavation	6	CY		\$ -
232	120-6	Embankment	65	CY		\$ -
233	522-1	Concrete Sidewalk and Driveways, 4" Thick	31	SY		\$ -
234	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
235	570-1-2	Performance Turf	55	SY		\$ -
236	635-2-11	Pull & Splice Box	1	EA		\$ -
237	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS		\$ -
238	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
239	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
240	751-37	Trash Receptacle	1	EA		\$ -
241	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
242	CUSTOM	As-Built Survey	1	LS		\$ -
243		Sub Total Stop No. 34				\$ -
		Stop No. 21, Britt Road				
244	101-1	Mobilization	1	LS		\$ -
245	102-1	Maintenance of Traffic	1	LS		\$ -
246	104-10-3	Sediment Barrier	43	LF		\$ -
247	104-18	Inlet Protection System	2	EA		\$ -
248	110-1-1	Clearing and Grubbing	0.02	AC		\$ -

ADDENDUM #7 - SEPTEMBER 16, 2015
E-BID #20150057
E-BID REPLY EXCEL SPREADSHEET
US HIGHWAY #1 TRANSIT CORRIDOR BUS SHELTER CONSTRUCTION PROJECT
SCHEDULE "A"

Company Name: _____

Line #	Pay Item Number ⁽¹⁾	Pay Item Description ⁽¹⁾	Quantity	Unit	Unit Price	Amount
249	120-1	Regular Excavation	7	CY		\$ -
250	120-6	Embankment	19	CY		\$ -
251	522-1	Concrete Sidewalk and Driveways, 4" Thick	33	SY		\$ -
252	522-4	Bus Shelter Pad - Concrete	11	SY		\$ -
253	570-1-2	Performance Turf	19	SY		\$ -
254	635-2-11	Pull & Splice Box	1	EA		\$ -
255	700-1-51	Single Post Sign (Relocate, Up to 12 SF)	1	AS		\$ -
256	751-36-13	Bicycle Rack (F&I, Medium)	1	EA		\$ -
257	751-35-12	Bus Shelter (F&I, 50-100 Feet)	1	EA		\$ -
258	751-37	Trash Receptacle	1	EA		\$ -
259	751-38-11	Bench (F&I, Aluminum)	1	EA		\$ -
260	CUSTOM	As-Built Survey	1	LS		\$ -
261		Sub Total Stop No. 21				\$ -
262		GRAND TOTAL				\$ -

(1) Pay Item Number and Description from FDOT Basis of Estimates 2014 Edition

NOTES:

- 1 The City reserves the right to award the bid items listed above in their entirety or partially. In the event a partial list is awarded, the City reserves the right to adjust the total bid amount by deleting those items included in the award.
- 2 Unit prices can only go to 2 decimals. Example: \$5.2555 is unacceptable - \$5.25 is acceptable.

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20150057 for the US Highway #1 Transit Corridor Bus Shelter 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 August 18, 2015. 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:

Friday, July 17, 2015

This section for Procurement Management Department use only.

Advertisement placed by: Robyn Holder, CPPB

Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or

E-mail to: stlucielegals@tcpalm.com

Sales Rep: Linda Klein (T9103)

Phone: (772) 692-8966

Email: linda.klein@tcpalm.com

> Account Information

Date: 07/13/15

Account Number: 462980 (T10000793)

Name: CITY OF PORT ST LUCIE

Contact:

Email: CKRAMER@CITYOFPSL.COM

Address: 121 SW PORT ST LUCIE BLVD, PORT ST LUCIE, FL,
34984

Phone: (772) 344-4390

Fax: (772) 871-5203

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account rep at (772) 692-8966 .

Ad Id: 604371 P.O. No.: BID 20150057 Total Cost: \$40.56

Tag Line: REQUEST FOR SEALED E-BID Request for

Start Date: 07/17/15

Stop Date: 07/17/15

Number of Times: 1

Class: 16260 - Request for Bids

Publications: TC-TC News-Press-Tribune, TC-Internet tcpalm.com

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Journal Media Group reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 877-247-2407. Allowance may not be made for errors reported past the second print date. The Treasure Coast Newspapers may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

gree this ad is accurate and as ordered.

REQUEST FOR SEALED E-BID
Request for Sealed Electron-
Bid #20150057 for the US
Highway #1 Transit Corridor
Shelter Construction
Project will be received by
the City of Port St. Lucie,
the Procurement Manage-
ment Department, 3rd Floor,
Suite 390, Bldg "A" of the
Municipal Complex, at 121
W Port St. Lucie Blvd., Port
St. Lucie, FL 34984 5099,
until 3:00:00 p.m. on August
11, 2015. Specifications may
be obtained from Demand-
Car by Onvia, telephone
(888) 711-1712, or from the
Procurement Management
Department. A Bid pack-
age received from any other
source is at the vendor's risk.

Issued: July 17, 2015
N604371

E-Bid Opening
E-BID #20150057
US Highway #1 Transit Corridor Bus Shelter Construction Project
September 30, 2015 @ 3:00 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL FMD	Rholder@cityofpsl.com	T 772-871-5223 F 772-871-7337
2.	Racquel Barrett	West Construction	R.Barrett@westconstruction.net	T 561-588-2027 F 561-582-9419
3.	Andrew Thomas	A. Thomas Const	A.tcomstoc@psl.com	T 772-595-5261 F 11
4.				T
5.				F
6.				T
7.				F
8.				T



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13F
Meeting Date: 12/14/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

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

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

Agenda Item: Motion: Major Site Plan Amendment Application-Tradition
Health Park (fka Mann Research Center) (P15-176)

Submittal Date: 12/2/2015

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

BACKGROUND: The proposed project consists of the addition of a 64,625 square foot three story medical office building that will be located to the north of the existing 40,000 square foot two story medical office building.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the site plan at their November 12, 2015 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: The property is located on the east side of Village Parkway, south of Innovation Way, north of Water Management Tract 1, and west of Martin Memorial Hospital.

ATTACHMENTS: Staff report, maps, application, site plan

PT/kh

RECEIVED

DEC 03 2015

CITY MANAGER'S OFFICE



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: CITY COUNCIL – MEETING OF DECEMBER 7, 2015

FROM: KATHERINE H. HUNTRESS, PLANNER *KHH*

RE: MAJOR SITE PLAN AMENDMENT APPLICATION
TRADITION HEALTH PARK (FKA MANN RESEARCH CENTER)
PROJECT NO. P15-176

DATE: NOVEMBER 19, 2015

APPLICANT: Howard Ehram of Bowman Consulting is acting as the agent.

OWNER: Trad Health, LLC.

LOCATION: The subject property is located on the east side of Village Parkway, south of Innovation Way, north of Water Management Tract 1, and generally west of I-95.

LEGAL DESCRIPTION: The property is legally described as Parcel 1, Southern Grove Plat No. 12.

SIZE: 10.73 acres.

FUTURE LAND USE: NCD (New Community Development).

EXISTING ZONING: Southern Grove MPUD (Master Planned Unit Development).

EXISTING USE: Cleared vacant land.

SURROUNDING USES: North, south, east, and west = Southern Grove MPUD (Master Planned Unit Development) zoning. North = existing Homewood Suites. South = existing Torrey Pines Institute for Molecular Studies. East = existing Martin Memorial Hospital. West = existing vacant land.

PROPOSED PROJECT: The proposed project consists of the addition of a 64,625 square foot three story medical office building that will be located to the north of the existing 40,000 square foot two story medical office building.

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

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

Transportation: The proposed amendment to the site plan is projected to generate an additional 2,642 weekday daily trips and 179 peak hour vehicle trips on the roads adjacent to the project according to the Institute of Transportation Engineers Trip Generation Manual, 9th Edition.

Parks/Open Space: N/A

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

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

Public School Concurrency Analysis: N/A

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

Use: The proposed use of the property is a medical office building which is a permitted use in the Tradition (MPUD) Master Planned Unit Development.

Building Height: The proposed height of the building is 49 feet. The maximum height allowed in the MPUD is 50 feet.

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

Parking: The site is required to have 178 parking spaces and 196 spaces are being provided.

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

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

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

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

Wildlife Protection: The site has previously been cleared.

OTHER:

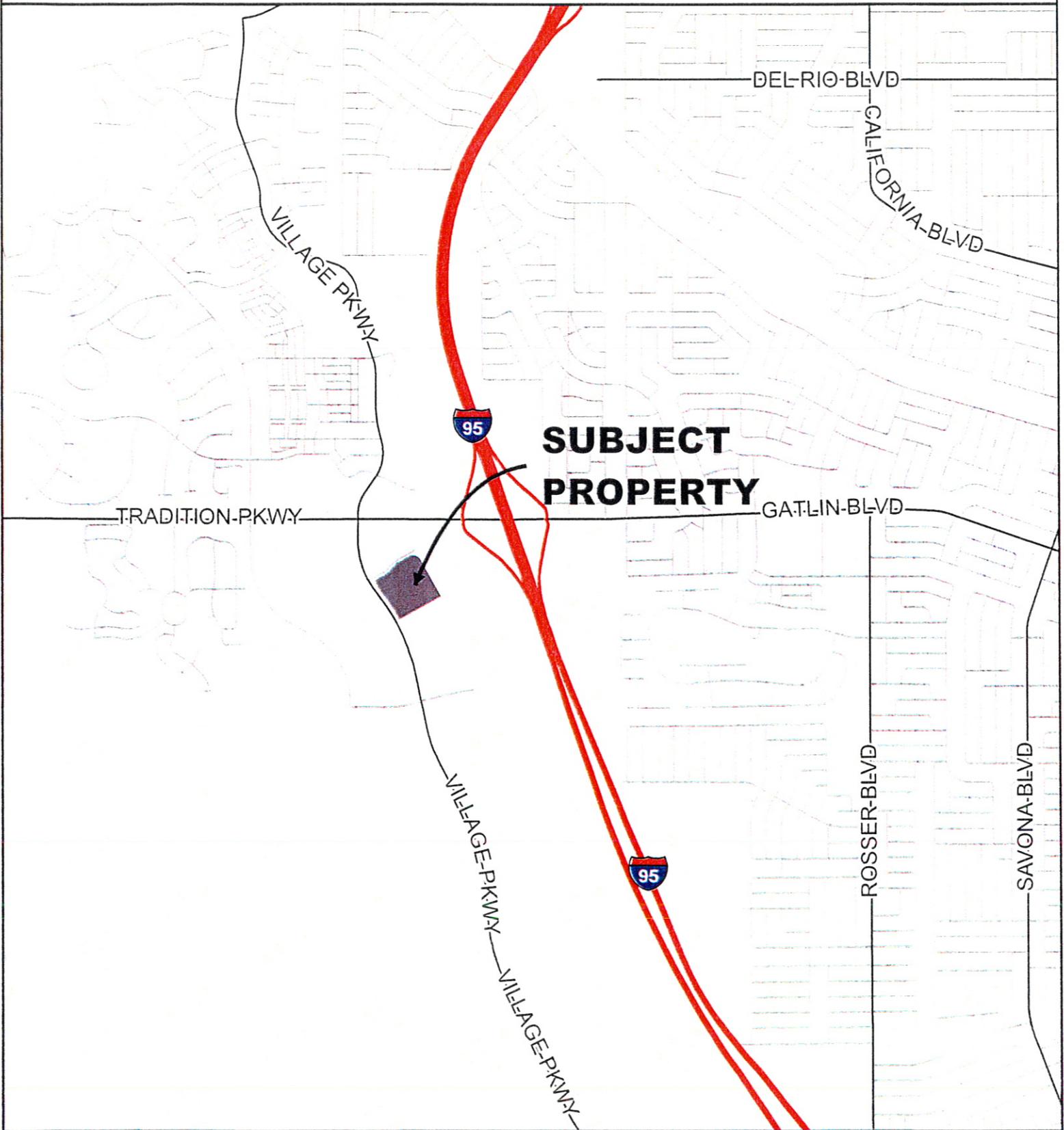
Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Art in Public Places: On August 14, 2012 the City of Port St. Lucie Public Art Advisory Board approved the existing enhanced architectural element in the form of a sign for the subject project to satisfy the public art 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 at their meeting on November 12, 2015, and unanimously recommended approval.

GENERAL LOCATION

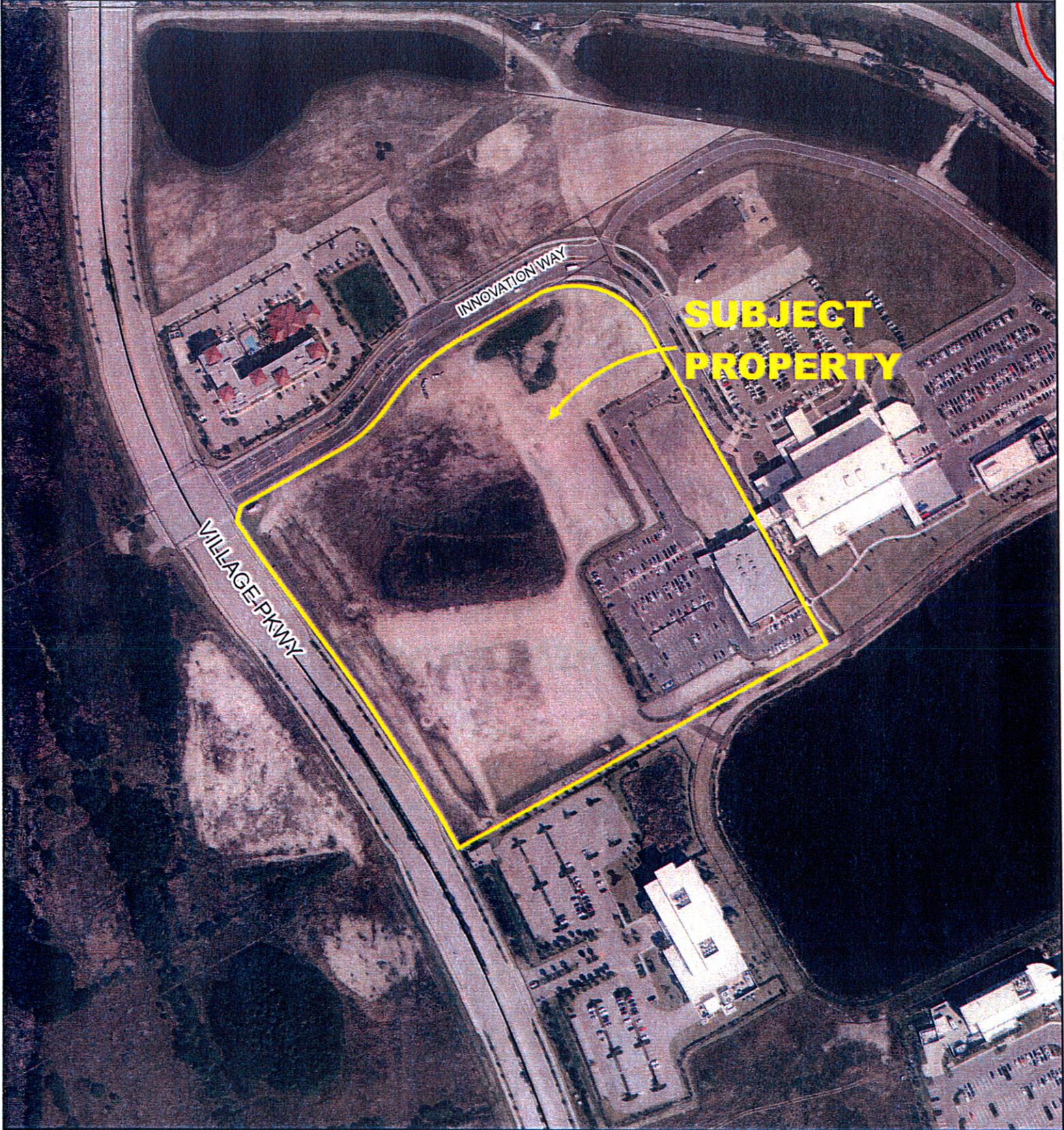


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
TRADITION HEALTHPARK
SOUTHERN GROVE PLAT NO. 12, PARCEL 1

DATE:	11/17/2015
APPLICATION NUMBER:	P15-176
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL

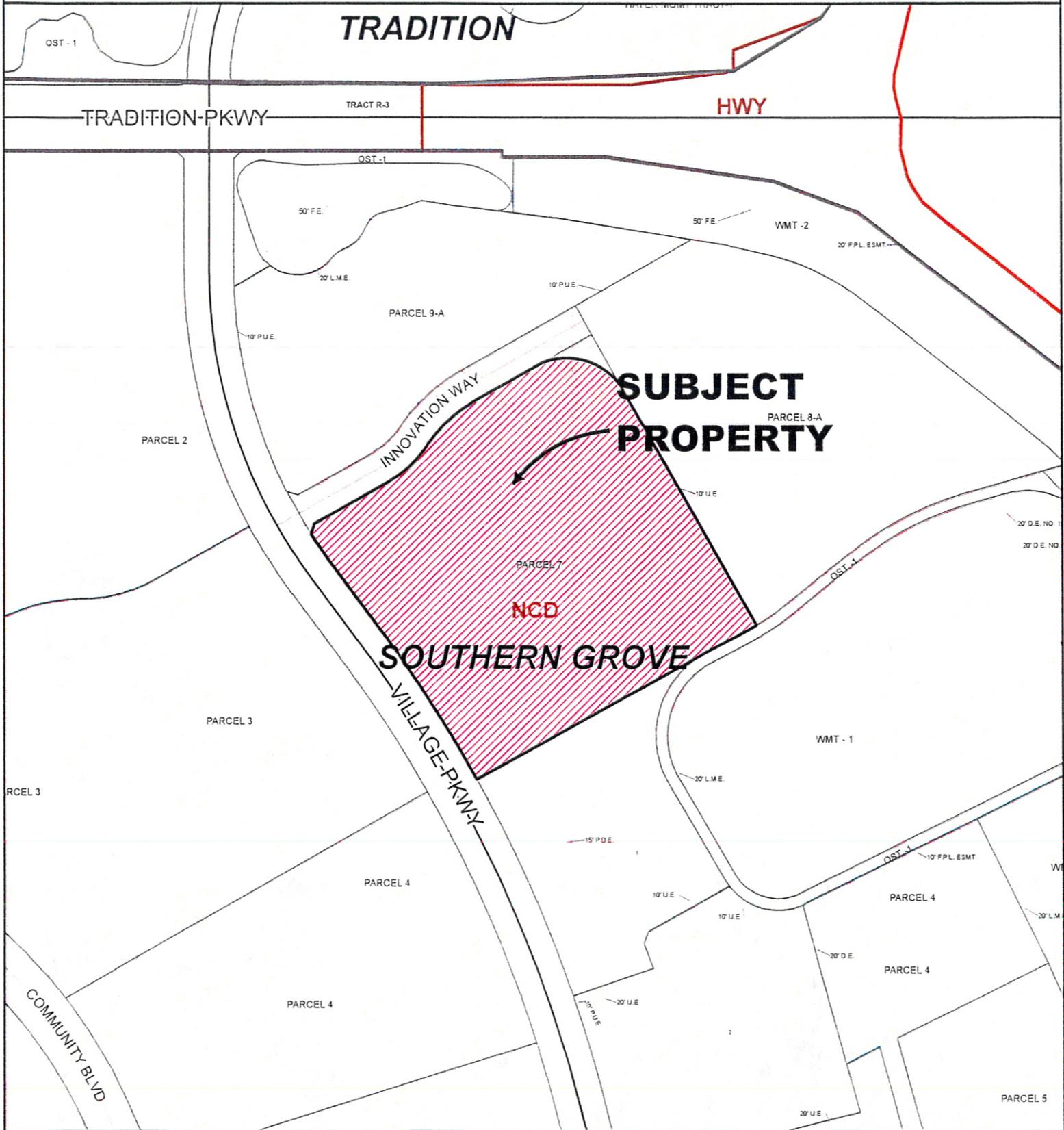


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
TRADITION HEALTHPARK
SOUTHERN GROVE PLAT NO. 12, PARCEL 1
AERIAL DATE 2014

DATE:	11/17/2015
APPLICATION NUMBER:	P15-176
USER:	patricias
SCALE:	1 in = 300 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
TRADITION HEALTHPARK
SOUTHERN GROVE PLAT NO. 12, PARCEL 1

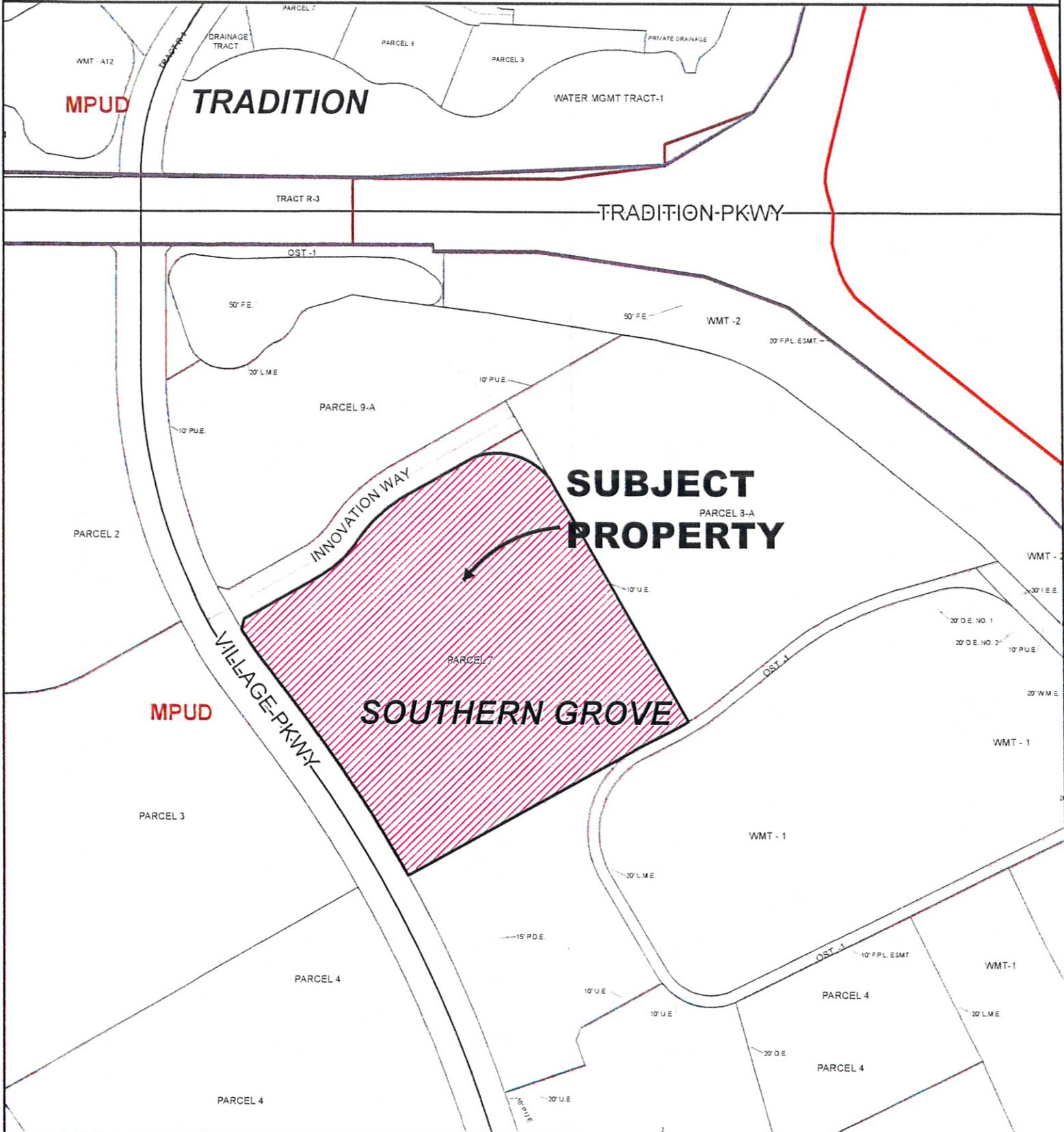
DATE: 11/17/2015

APPLICATION NUMBER:
P15-176

USER: patricias

SCALE: 1 in = 400 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SITE PLAN
TRADITION HEALTHPARK
SOUTHERN GROVE PLAT NO. 12, PARCEL 1

DATE:	11/17/2015
APPLICATION NUMBER:	P15-176
USER:	patricias
SCALE:	1 in = 400 ft

October 20, 2015
010332-01-001

Patti Tobin
Director of Planning and Zoning
City of Port St Lucie
121 SW Port St Lucie Boulevard
Port St. Lucie, FL 34984

RE: Site Plan Application for Tradition HealthPark (MOB #2)

Owner: Optimal Outcomes, LLC.
Project: Tradition HealthPark
Location: Tradition/Southern Groves

RECEIVED

OCT 21 2015

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Ms. Tobin,

Bowman Consulting Group, Ltd. is the Engineer of Record for the above reference project and will be representing Optimal Outcomes, LLC. (Owner) throughout the Site Plan Review Process in order to obtain the necessary entitlements and permits to construct and operate the project.

The Project continues the vision of Tradition's Florida Center for Innovation that includes Martin Memorial Hospital (MMHS) and Mann Medical One. The site is located on the southeast corner of Village Parkway and Innovation Way in the City of Port St. Lucie, Florida adjacent to the existing Mann Medical One building. The Project is designed as MOB #2 and is the second building on the partial developed site that was recently sub divided from 22.34 acres. The eastern 10.73 acre parcel that includes the existing MOB 1 was purchased by Optimal Outcomes and they plan to continue the vision of Mann Research. The Project is consistent with the entitlements that include 250,000 sf of office space with a minimum of 100,000 sf within the restricted use area that is illustrated on the site plan.

The building will be 3 stories with a 21,425 SF footprint and total building height of 49' for a total of 64,625 SF situated on approximately 8.23 acres shared with the existing MOB #1 Building. The balance of about 2.5 acres is designated as future development area which has been included in the infrastructure design. The project will share a courtyard with the existing building that will have direct access to the connector to MMHS and Mann Medical One as well as an exterior path through the courtyard to MMHS.

The application herein is for Site Plan and Construction Detail Plan approval for the 64,625 SF MOB #2 and associated parking lot. The Project is currently scheduled to be completed and open in early 2017.

Please do not hesitate to contact me regarding any matters pertaining to this Project and/or the application package. We look forward to working with you and the other departments throughout the review process.

Sincerely,
Bowman Consulting Group, Ltd.

A handwritten signature in blue ink that reads "Howard Ehram". The signature is fluid and cursive, with a long horizontal stroke at the end.

Howard Ehram, P.E., CGC, LEED AP
Sr. Project Manager
hehram@bowmanconsulting.com

NOV 23 2015

APPLICATION FOR SITE PLAN REVIEW

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

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

P&Z File No. P15-176
Fees (Nonrefundable) \$ 10,284.38 Arch.: \$ _____
Receipt #'s: 72007

PRIMARY CONTACT EMAIL ADDRESS: hehrsam@bowmanconsulting.com

PROJECT NAME: Tradition HealthPark

LEGAL DESCRIPTION: Parcel 1, Southern Grove Plat 12, Plat book 70, pg. 30 & Sec. 15, Twp. 37 S, Rng. 39 E

LOCATION OF PROJECT SITE: Adjacent to 10050 SW Innovation Wy. Port St. Lucie, FL 34987

PROPERTY TAX I.D. NUMBER: 431560500010003

STATEMENT DESCRIBING IN DETAIL Dr. offices and outpatient surgery

THE CHARACTER AND INTENDED USE Three-story medical office building
OF THE DEVELOPMENT:

GROSS SQ. FT. OF STRUCTURE (S): 64,625 sf
NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: PSLUSD

GROSS ACREAGE & SQ. FT. OF SITE: 8.23 a.c & 358,625 sf **ESTIMATED NO. EMPLOYEES: _____

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

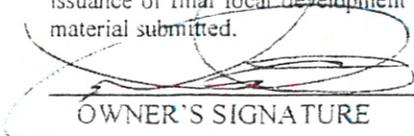
OWNER(S) OF PROPERTY: Trad Health, LLC. (727) 895-8902
Name, Address, Telephone & Fax No.: 435 5th Avenue N Suite 200
St. Petersburg, FL 33701

APPLICANT OR AGENT OF OWNER:
Name, Address, Telephone & Fax No.:

PROJECT ARCHITECT/ENGINEER: Bowman Consulting Howard Ehrsam
(Firm, Engineer Of Record, 10815 SW Tradition Square No. 73975
Florida Registration No., Contact Port St. Lucie, FL 34987
Person, Address, Phone & Fax No.) (772) 200-4901

- I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.
- I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.
***When a corporation submits an application, it must be signed by an officer of the corporation.** Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

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


OWNER'S SIGNATURE

PATRICK MARSTON
HAND PRINT NAME

OWNER
TITLE

11/20/15
DATE

Prepared by and return to:

Jason A. Post, Esquire
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

COPY
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this 15th day of June, 2015 by MANN RC, LLC, a Florida limited liability company, whose post office address is 12744 San Fernando Road, Sylmar, California 91342 (hereinafter called the "Grantor"), to TRAD HEALTH, LLC, a Florida limited liability company, whose post office address is 435 5th Avenue N, Suite 200, St. Petersburg, FL 33701 (hereinafter called the "Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in St. Lucie County, Florida (the "Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

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 it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and the Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through or under Grantor alone, but against none other.

The Property is subject to real property taxes accruing subsequent to December 31, 2015, and matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference (and identified as Permitted Encumbrances); however, this reference shall not serve to re-impose the same.

This Special Warranty Deed is being granted by Grantor to Grantee subject to those certain deed restrictions and matters more particularly set forth on Exhibit "C" attached hereto and incorporated herein by this reference (collectively, the "Deed Restrictions"). The Property is hereby being conveyed subject to the Deed Restrictions and at all times hereafter be subject to the Deed Restrictions.

COPY

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Sign: Claude Mann
Witness #1
Print: Claude Mann

MANN RC, LLC, a Florida limited liability company

By: Alfred Mann
Alfred Mann, President

Sign: Berna Ozlem Kaso
Witness #2
Print: Berna Ozlem Kaso

STATE OF _____)
COUNTY OF _____) ss:

See attached notarial cert.

I hereby certify that the foregoing instrument was acknowledged before me this _____ day of June, 2015, by Alfred Mann, as President of MANN RC, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.

Affix Notary Stamp or Seal Below:

NOTARY PUBLIC - signature above
Printed Name: _____

[Signature Page - Special Warranty Deed]

44279274 v1
COPY

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) SS
COUNTY OF LOS ANGELES)

On June 1, 2015 before me, Gail Abrena-Agas, Notary Public, personally appeared Alfred Mann

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

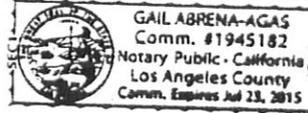
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gail Abrena-Agas

My Commission Expires: July 23, 2015



This area for official notarial seal

Notary Name: Gail Abrena-Agas

Notary Registration Number: 1945182

Notary Phone: 310-806-9700

County of Principal Place of Business: Los Angeles

COPY

COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1 Southern Grove Plat No. 12, according to the plat thereof, recorded in Plat Book 70, page(s) 30-34, of the Public Records of St. Lucie County, Florida.

COPY

COPY

COPY

#4379274v4

EXHIBIT "B"

Permitted Encumbrances

1. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.
2. Annexation and Development Agreement recorded in Official Records Book 1648, at Page 2879.
3. Notice of Establishment of the Westchester Community Development District #5 recorded in Official Records Book 1694, at Page 422; Notice of Establishment of the Southern Grove Community Development District No. 5A as recorded in Official Records Book 2314, at Page 1392; together with Notice of Merger of Southern Grove Community Development District No. 5 into Southern Grove Community Development District 5A, recorded in Official Records Book 3145, Page 397.
4. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of SOUTHERN GROVE PLAT NO. 4, recorded in Plat Book 56, Pages 18 through 23.
5. Declaration of Consent to Imposition of Special Assessments as recorded in Official Records Book 1881, at Page 2114.
6. Notice of Special Assessments for Series 2003 Bonds, as recorded in Official Records Book 1881, at Page 2139.
7. Exclusive Rights to Publix to operate as a supermarket under the provisions in Memorandum of Lease by and between Tradition Village Center, LLC and Publix Super Markets, Inc., as recorded in Official Records Book 2033, at Page 612, together with First Amendment to Memorandum of Lease recorded in Official Records Book 2254, at Page 1137.
8. Covenants, Conditions, Easements, Restrictions, and Provisions, including private charges and/or assessments, contained in the Commercial Charter for Tradition as recorded in Official Records book 2098, at Page 1697 as amended in Official Records Book 2274, at Page 1742 and First Amendment to Commercial Charter for Tradition as recorded in Official Records Book 2605, at Page 908 and Second Amendment to Commercial Charter for Tradition as recorded in Official Records Book 2776, at Page 1541; and further amended in Official Records Book 2963, at Page 369; Official Records Book 3017, at Page 224; Official Records Book 3052, at Page 1102; Official Records Book 3161, at Page 2290; Official Records Book 3204, at Page 1260 and Official Records Book 3204, at Page 1268; together with First Supplement recorded in Official Records Book 2584, at Page 2025; Second Supplement recorded in Official Records Book 2593, at Page 2701; Third Supplement recorded in Official Records Book 2605 at Page 370; Fourth Supplement recorded in Official Records Book 2605, at Page 903; Fifth Supplement and Second Amendment recorded in Official Records Book 2650, at

Page 2111, Sixth Supplement and Amendment to Commercial Charter for Tradition recorded in Official Records Book 2731, at Page 2869; Seventh Supplement recorded in Official Records Book 2729, at Page 2333; Eighth Supplement to Commercial Charter for Tradition as recorded in Official Records Book 2776, at Page 1546; Supplement to Commercial Charter for Tradition as recorded in Official Records Book 2885, at Page 1351; Supplement to Commercial Charter for Tradition as recorded in Official Records Book 2914, at Page 2047; Ninth Supplement and Amendment as recorded in Official Records Book 2916, at Page 1973, as corrected in Official Records Book 2964, at Page 1931; Tenth Supplement and Amendment to Commercial Charter as recorded in Official Records Book 2923, at Page 550; Supplement to Commercial Charter in Official Records Book 2984, at Page 2233; Official Records Book 3001, at Page 2250; Official Records Book 3045, at Page 1132; Official Records Book 3051, at Page 1686; Official Records Book 3101, at Page 51; Official Records Book 3158, at Page 2213; Official Records Book 3183, at Page 1096; Official Records Book 3243, Page 651; Official Records Book 3257, at Page 89; Official Records Book 3274, Page 842; Official Records Book 3288, Page 1054; Official Records Book 3328, Page 849 and Official Records Book 3439, Page 683; as affected by Amendment to the By-Laws of the Tradition Commercial Association, Inc. recorded in Official Records Book 3274, Page 846; along with Consent to Use recorded in Official Records Book 2605, at Page 919; Official Records Book 2668, at Page 382 and Amended and Restated Consent to Use in Official Records Book 2984, at Page 2242.

9. Provisions of the Declaration of Restrictions by Horizons St Lucie Development, LLC and Tradition Development Company, LLC and Horizons Acquisition 5, LLC, as recorded in Official Records Book 2729, at Page 2344, as amended by First Amendment to Declaration of Restrictions as recorded in Official Records Book 3124, at Page 679.
10. Terms and conditions of Easement Agreement by and between Martin Memorial Acquisition, LLC, Horizons St. Lucie Development, LLC and Tradition Commercial Association, Inc., as recorded in Official Records Book 2729, at Page 2384.
11. Declaration of Restrictions by Horizons St Lucie Development, LLC and Horizons Acquisition No. 5, LLC, as recorded in Official Records Book 2731, at Page 2884, and Corrected in Official Records Book 2739 at Page 1458.
12. Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact as recorded in Official Records Book 2868, at Page 1267; as affected by Assignment of Land Use Entitlements to PSL Acquisitions, LLC as recorded in Official Records Book 3325, Page 1285.
13. Educational Facilities Impact Fee Credit Agreement between Horizons Acquisitions 5, LLC, Horizons St. Lucie Development, LLC and The School Board of St. Lucie County, Florida, as recorded in Official Records Book 2889, at Page 650.
14. Waiver and Consent as to Special Assessments as recorded in Official Records Book 2889, Page 2823; Waiver as to Special Assessments as recorded in Official Records book

2920, Page 2681; Waiver and Consent as to Special Assessments as recorded in Official Records Book 3558, Page 1191 and Waiver and Consent as to Special Assessments as recorded in Official Records Book 3560, Page 2611.

15. Settlement Agreement including Impact Fee Credit Agreement by and between St. Lucie County, Florida and Core Communities, LLC as recorded in Official Records Book 2906, Page 1203.

16. Declaration of Restrictions by Horizons St. Lucie Development, LLC, as recorded in Official Records Book 2916, Page 2027, as corrected by Corrective Declaration of Restrictions recorded in Official Records Book 2964, Page 1919.

17. True-Up Agreement with Respect to the City of Port St. Lucie, Florida Southwest Annexation Special Assessment District No. 1, as recorded in Official Records Book 2920, Page 2644.

18. Covenants, conditions, restrictions and provisions as set forth in Special Warranty Deed to Mann RC, LLC, recorded in Official Records Book 2923, Page 558; as affected by the Consent and Acknowledgement recorded in Official Records Book 3484, Page 540.

19. Declaration of Restrictions by Horizons St. Lucie Development, LLC, as recorded in Official Records Book 2923, Page 572.

20. Terms, conditions, and provisions of Easement Agreement by and between Martin Memorial Medical Center, Inc. and Mann RC, LLC, recorded in Official Records Book 3437, Page 2304.

21. South Florida Water Management District Notice of Environmental Resource of Surface Water Management Permit recorded in Official Records Book 3462, Page 2500.

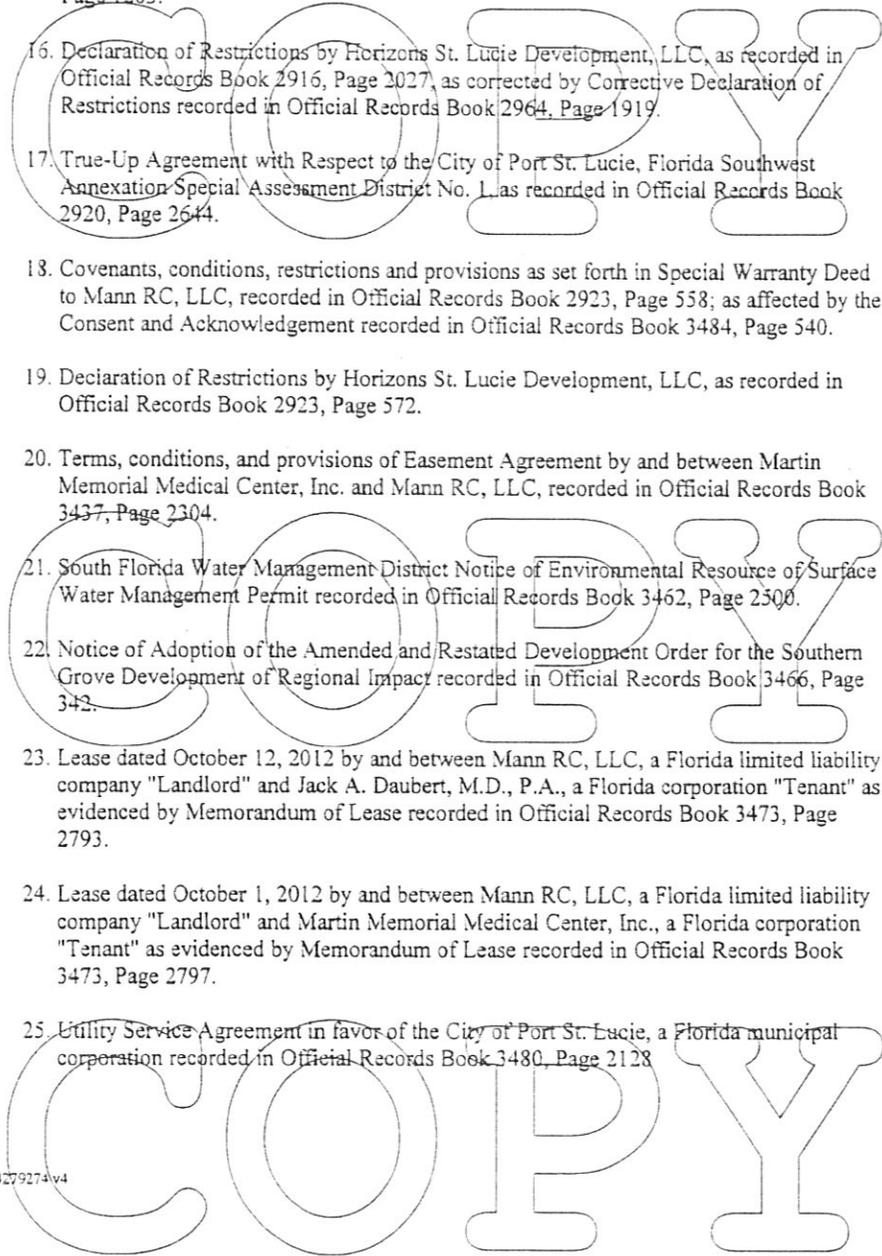
22. Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 3466, Page 342.

23. Lease dated October 12, 2012 by and between Mann RC, LLC, a Florida limited liability company "Landlord" and Jack A. Daubert, M.D., P.A., a Florida corporation "Tenant" as evidenced by Memorandum of Lease recorded in Official Records Book 3473, Page 2793.

24. Lease dated October 1, 2012 by and between Mann RC, LLC, a Florida limited liability company "Landlord" and Martin Memorial Medical Center, Inc., a Florida corporation "Tenant" as evidenced by Memorandum of Lease recorded in Official Records Book 3473, Page 2797.

25. Utility Service Agreement in favor of the City of Port St. Lucie, a Florida municipal corporation recorded in Official Records Book 3480, Page 2128.

#4279274v4



26. Lease dated April 26, 2013 by and between Mann RC, LLC, a Florida limited liability company "Landlord" and Premier Wellness Centers, LLC, a Florida limited liability company "Tenant" as evidenced by Memorandum of Lease recorded in Official Records Book 3517, Page 2356.

27. Underground Easement in favor of Florida Power & Light Company recorded in Official Records Book 3539, Page 2647 and recorded in Official Records Book 3539, Page 2650.

28. Lease dated August 22, 2013 by and between Mann RC, LLC, a Florida limited liability company "Landlord" and Visiting Nurse Association of Florida, Inc., a Florida non profit corporation "Tenant" as evidenced by Memorandum of Lease recorded in Official Records Book 3553, Page 498, as to Parcels 1 and 4.

29. Lease dated December 19, 2013 by and between Mann RC, LLC, a Florida limited liability company "Landlord" and RAPS Acquisition Holdings, LLC, a Delaware limited liability company "Tenant" as evidenced by Memorandum of Lease recorded in Official Records Book 3590, Page 2592.

30. Utility Easement in favor of City of Port St. Lucie recorded in Official Records Book 3642, Page 727.

31. Notice of Public Financing and Maintenance of Improvements-Southern Grove Community Development District Nos 1 through 6 recorded January 16, 2015 in Official Records Book 3708, Page 1198.

32. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of SOUTHERN GROVE PLAT NO. 12, recorded in Plat Book 70, Page 30.

33. Lien of Record of Southern Grove Community Development District No.5 recorded in Official Records Book 3700, Page 1893.

34. Matters as shown on survey prepared by Bowman Consulting Project No. 010333-01-901 dated May 13, 2015 as follows:

- a) Encroachment of asphalt, 0.5 inch concrete curb, 6 foot concrete sidewalk, handicap parking signs and 7 foot concrete sidewalk into easement recorded in Official Records Book 3642, page 727 as shown on survey;
- b) Encroachment of asphalt, 6 foot concrete sidewalk, 7 foot concrete sidewalk, 10 foot dirt drive into easements recorded in Official Records Book 3539, page 2647 and Official Records Book 3539, page 2650 as shown on survey;
- c) Encroachment of 0.5 inch concrete curbs into 5 foot utility easement as per the Plat recorded in Plat Book 70, page 30 along the Easterly boundary line;

35. Fire/EMS Development and Impact Fee Agreement recorded in Official Records Book 2916, Page 661.

COPY

EXHIBIT "C"

Deed Restrictions

The development of the Property conveyed by this Special Warranty Deed shall be limited to only medical and healthcare-related uses including, without limitation, diagnostic, clinical, surgical and medical office use, and other uses immediately ancillary thereto provided, however, that up to twenty-five percent (25%) of the gross square footage of improvements on the Property may be used for non-medical and healthcare-related uses including, without limitation, for restaurant, coffee shop and general office uses, solely to the extent that any of the foregoing will not reduce or otherwise have any negative impact on any of the entitlements relating to retail uses or purposes on the Grantor Retained Property; provided, further, under no circumstances may any portion of the Property be used for any retail purposes that would reduce or otherwise have any negative impact on any of the entitlements relating to retail uses or purposes on the Grantor Retained Property, and there shall never be more than 150,000 gross square feet of improvements erected on the Property conveyed by this Special Warranty Deed at any one time.

As used in this Exhibit "C" to Special Warranty Deed, the "Grantor Retained Property" means as follows:

Parcel 2, Parcel 3, Parcel 3A and Parcel 4 Southern Grove Plat No. 12, according to the plat thereof, recorded in Plat Book 70, page(s) 30-34, of the Public Records of St. Lucie County, Florida.

COPY

COPY

#4379274v4

Trad Health, LLC

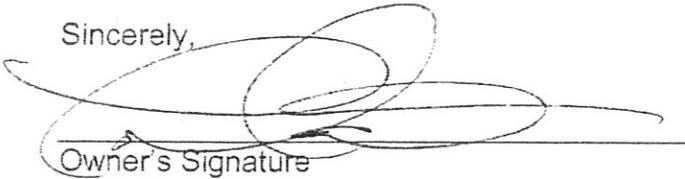
November 19, 2015

RECEIVED
NOV 23 2015

To Whom It May Concern:

Please let this letter serve as authorization for Bowman Consulting Group, Ltd. to act as authorized agents for Trad Health, LLC concerning all permitting applications and issues for the project known as Tradition HealthPark located adjacent to 10050 SW Innovation Way in Port St. Lucie, St. Lucie County, Florida.

Sincerely,



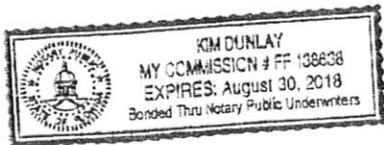
Owner's Signature

R. Patrick Marston
Owner's Printed Name

STATE OF FLORIDA

COUNTY OF PINELLAS

Sworn to and subscribed before me this 20 day of NOVEMBER, 2015, by PATRICK MARSTON who is the OWNER of TRAD HEALTH, LLC. He is personally known to me or who has produced _____ as identification.



Kim Dunlay
Signature

KIM DUNLAY
Printed Name

Notary Public State of FLORIDA
My Commission Expires 8/30/18



West Elevation

Healthpark at Tradition - New Medical Office Building



TRADITION
DESIGN REVIEW COMMITTEE

PLANS:
 APPROVED:
 DISAPPROVED:
 SEE COMMENTS:

DATE: ~~Oct 20 2015~~ *Oct 20 2015*
 DRC MEMBER: *FOR JOHN CALAGUIE*



Entry Perspective

Healthpark at Tradition - New Medical Office Building



OPTIMAL OUTCOMES, LLC
 Planning Design Development



PLANS:

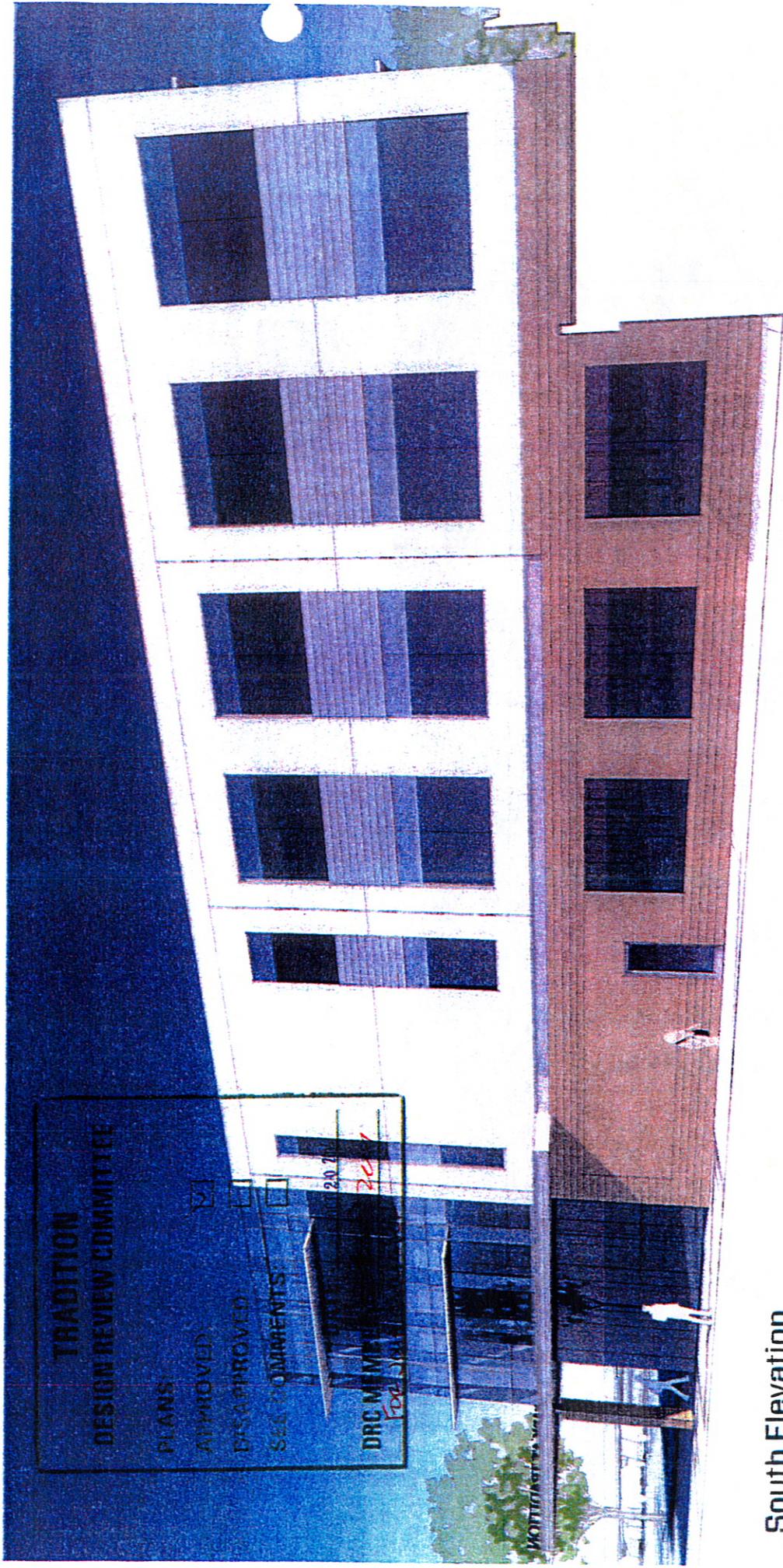
APPROVED:

DISAPPROVED:

SEE COMMENTS:

DATE: 06/14/2015

DRG MEMBER: *Steve Dyer*
R.R. John Amick, III



South Elevation

Healthpark at Tradition - New Medical Office Building



OPTIMAL OUTCOMES, LLC
Planning, Design, Development





**TRADITION
REVIEW COMMITTEE**

APPROVED:

DISAPPROVED:

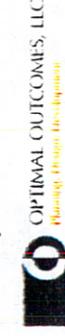
COMMENTS:

DATE: OCT 20 2015

DRC MEMBER: *John Saugier*
FOR JOHN SAUGIER

North Elevation

Healthpark at Tradition - New Medical Office Building





East Elevation

Healthpark at Tradition - New Medical Office Building



**TRADITION
DESIGN REVIEW COMMITTEE**

PLANS:

APPROVED:

DISAPPROVED:

SEE COMMENTS:

DATE: OCT 20 2015

Signature

DRC MEMBER:

Bob John





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13G
Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*
Patricia Roebling, PE, Assistant City Manager – City Engineer
Joel Dramis, Building Official
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 201 60030 – Eleven (11) New Ford F150 Extended Cab 4x4 XIE

Submittal Date: 12/1/2015

STRATEGIC PLAN LINK: Goal 2028, Goal 1, Financially Sound City, High Performance City Organizations, "Provide adequate resources to support City services and levels".

BACKGROUND: The Building Department is in need of purchasing eleven (11) new 2016 Ford F150 Extended Cab 4x4 XIE. Five (5) vehicles will be for Code Compliance, five (5) 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 cost for eleven (11) new Ford F150 extended cab 4x4 XIE. The cost per vehicle is \$24,727.00 for the 2016 year models. The State Contract pricing for the 2016 vehicles would cost approximately \$2,195.00 more per vehicle. The City will have an approximate cost savings of \$24,145.00 by purchasing these vehicles from the FSA Contract. A fuel comparison was done for this vehicle and the new vehicles would be a cost avoidance to the City. The staff has done an analysis on a leasing program and it has been determined that purchasing these vehicles is the best value to City.

FINANCIAL INFORMATION: Funds are available in the Building Department Code Compliance, 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 # 15-23-0904, to purchase eleven (11) vehicles from Duval Ford for a total cost, of \$271,997.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Florida Sheriffs Association, Quote from Duval Ford, Solicitation Request, FSA Vehicle Specifications, Fuel Comparison and Leasing 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.

RECEIVED

DEC 01 2015

City Manager's Office



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4 (Specification #48)</u>			
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Western	\$23,896.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Northern	\$23,746.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Central	\$23,646.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 Chevrolet Silverado 1500 (CK15753)	Southern	\$23,746.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Western	\$24,667.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Northern	\$24,592.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Central	\$24,632.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	2016 Ram 1500 Quad Cab 4WD (DS6L41)	Southern	\$24,642.00
Hub City Ford	2016 Ford F-150 (X1E)	★ Western	\$23,043.00
Duval Ford	2016 Ford F-150 (X1E)	★ Northern	\$22,962.00
Don Reid Ford	2016 Ford F-150 (X1E)	★ Central	\$22,993.00
Don Reid Ford	2016 Ford F-150 (X1E)	★ Southern	\$23,140.00
Garber Chevrolet Buick GMC	2016 GMC Sierra 1500 (TK15753)	Western	\$24,018.00
Garber Chevrolet Buick GMC	2016 GMC Sierra 1500 (TK15753)	Northern	\$23,918.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 GMC Sierra 1500 (TK15753)	Central	\$23,867.00
Alan Jay Chevrolet, Buick, GMC, Cadillac	2016 GMC Sierra 1500 (TK15753)	Southern	\$23,967.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Western	\$27,397.00
Rountree-Toyota	2016 Toyota Tundra Double Cab (8339)	Northern	\$27,067.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Central	\$27,197.00
Alan Jay Toyota, Scion	2016 Toyota Tundra Double Cab (8339)	Southern	\$27,297.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #48

2016 Chevrolet Silverado 1500 (CK15753)
2016 Ram 1500 Quad Cab 4WD (DS6L41)
2016 Ford F-150 (X1E)
2016 GMC Sierra 1500 (TK15753)
2016 Toyota Tundra Double Cab (8339)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:

- a. Manufacturer's minimum 6 cylinder gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

- a. Manufacturer's standard automatic transmission and axles.
- b. Four wheel drive with automatic locking hubs, includes all required options.
- 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:

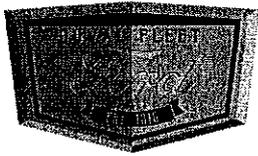
- a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

- a. Manufacturer's standard tires and wheels.
- b. Full size 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. Manufacturer's standard front and rear bumpers.
- d. Manufacturer's standard bed.



PORT ST LUCIE

Prepared for: PORT ST LUCIE SHERRI HAWES SHAWES@CITYOFPSL.COM	Contract Holder Duval Ford Fleet Sales MATT FORTE (Work) 904-388-2144 (Fax) 904-387-8816 (Cell) 904-505-9682 MATT.FORTE@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	DATE: 11/20/15
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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 #15.13.0904 chassis / 15.23.0904. (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 48	2016 FORD F150 EXTENDED CAB 4X4 X1E	\$ 22,962.00
0	998	3.5L V6 ENGINE	\$ -
0	85H	BACK UP ALAMR	\$ 124.00
0	3K	ADDITIONAL SIMPLE KEY	\$ 76.00
0	96W	HD SPRAY IN BEDLINER	\$ 550.00
3	OPT	DEALER INSTALLED ALL WEATHER FLOOR MATS FROM SPEC 14...THE PRICE IS IN THE COMMENTS	\$ 185.00
0			\$ -
0			\$ -
0			\$ -
0			\$ -
0	RFC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ 395.00
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional	\$ -
0		fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is	\$ -
0		calculated via statistical algorithm utilizing trending market sales data and median variable freight costs	\$ -
0		within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit	\$ -
0		cost, where applicable, is derived per section 3.55 1	\$ -
0			\$ -
3	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$145 \$ 435.00
UNIT COST			\$ 24,727.00
TOTAL QUANTITY		11	TOTAL PURCHASE \$ 271,997.00

SOLICITATION REQUEST

Department: **Building** Department Technical Specialist: **Wendy Rittaco** Extension: **6367**

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) **Purchase Eleven (11) New 2016 Ford F 150 Extended Cab 4x4 XIE Five (5) Code Compliance, five (5) for Field Inspections, and one(1)Licensing.**

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

Date plans received approval by City Building Department: N/A
 Estimated time frame for completion of project after award: N/A
 Replacement: [**X**] Yes [] No Total Project Budgeted Amount: 240,000
 If professional services what is the estimated construction cost N/A Any grant funds being used for consultants _____ construction _____ Type of Grant N/A
 Liquidated damages amount (for construction only); N/A
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
	110	2420	564100	00000
	110	2410	564100	00000
	001	2135	564100	00000

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

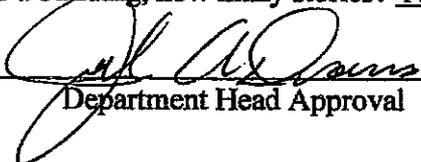
Bidder Name	Address	E Mail	Contact Person

Reason for purchase or service: **To replace vehicles that have exceeded the life cycle.**

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



 Department Head Approval

11/23/15

 Date



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4
SPECIFICATION #48**

2016 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:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

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 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

Order Code	Delete Options	Western	Northern	Central & Southern
	AM/FM stereo radio	NA	NA	NA
	Air conditioning	NA	NA	NA
	Full size spare tire and rim	NA	NA	NA
XL6 ¹ DXL6 ²	Limited slip differential on 4-wheel drive <i>Not available when included within a particular option or group in the add options section.</i> ²	\$100.00 ¹	\$100.00 ²	\$200.00

Order Code	Add Options	Western	Northern	Central & Southern
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Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

99P ¹ 99F ² 99P ³	Engine upgrade - specify 2.7L V-6 ENG ¹ 5.0L V8 with Flex-Fuel Capability - Standard on 4x4 with 163.7" WB ² 2.7 ECO BOOST ³	\$794.00 ¹	\$1,594.00 ²	\$794.00 ³
99F ¹ 99P ² 99F ³	Engine upgrade - specify 5.0L V-8 ENG ¹ 2.7L V6 EcoBoost® with Auto Start/Stop Technology System (NA on 4x4 with 163.7" WB). For 3.5L V6 EcoBoost® use \$1994. ² 5.0L V-8 ³	\$1,595.00 ¹	\$794.00 ²	\$1,594.00 ³
68G ¹ 68G ² 99G ³	Bi-fuel model - specify REQ 5.0L V-6 ENG ¹ CNG/Propane Gaseous Engine Prep Pack (req. 99F 5.0L V8 engine) - Late Availability. Includes: Hardened Engine Intake Valves and Valve Seats, Bi-Fuel manifold. NOTE: This package does not include CNG/ Propane fuel tanks, lines, etc. Vehicle will be equipped w/the standard factory gasoline fuel system. Additional equipment combined w/Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/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 w/all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body- builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S. ² 3.5 ECO BOOST ³	\$314.00 ¹	\$314.00 ²	\$1,994.00 ³
68G ¹ 68G ²	CNG model - specify REQ 5.0L V-8 ENG ¹ CNG/Propane Gaseous Engine Prep Pack (req. 99F 5.0L V8 engine) - Late Availability. Includes: Hardened Engine Intake Valves and Valve Seats, Bi-Fuel manifold. NOTE: This package does not include CNG/ Propane fuel tanks, lines, etc. Vehicle will be equipped w/the standard factory gasoline fuel system. Additional equipment combined w/Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. Ford	\$314.00 ¹	\$314.00 ²	\$1,295.00

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

Motor Company does not provide an exhaust or evaporative emissions certificate withis option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply w/all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body- builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S.²

CNG ¹	CNG conversion (discuss with dealer)	\$12,996.00 ¹	\$12,450.00 ²	\$1,295.00
CNG ²	REQ 5.0L V-8 ENG ¹			
	Requires 68G \$314 and 99F \$1594. Bifuel/dedicated 24 GGE system. ²			
LPG ¹	LPG conversion (discuss with dealer)	\$12,996.00 ¹	NA	NA
	REQ 5.0L V-8 ENG ¹			
	Battery, 650 cca or greater	NA	NA	NA
	Dual batteries	NA	NA	NA
627-99F-XL6-53A-163	7,700 lbs. GVWR	\$3,889.00 ¹	\$1,499.00 ²	\$4,640.00 ³
W-BASE ¹	Increases GVWR to 7600 lbs. on XL and 7850 lbs. on XLT for improved payload and towing. Not available with: 2.7L V6 EcoBoost engine (99P), 145" WB on XL, XLT, XL/XLT Chrome Appearance Package (86A, 86B), XL/XLT Sport Appearance Package (86I, 86J) Requires: Trailer Tow Package (53A) required when ordered with 5.0L Engine (99F), Max Trailer Tow Package (53C) required when ordered with 3.5L EcoBoost® Engine (99G) Includes: 3.73 Electronic-locking rear axle, 9.75" gear set, LT245/70R17E BSW all-terrain tires (A/T) (T7C) (XL only), LT275/65R18C OWL all-terrain tires (A/T) (T8C) (XLT), Upgraded springs and auxiliary transmission oil cooler, XL: 17" Silver Steel Heavy-Duty Payload Pkg. wheels (64W), XLT: 18" Silver Aluminum Heavy-Duty Payload Pkg. wheels (64H) Optional Equipment: XL: 18" Silver Aluminum Heavy-Duty Payload Pkg. wheels (64H) (LT275/65R18C OWL all-terrain tires (A/T) (T8C) are included with the Unique 18" Aluminum wheels (64H)) USE \$1694 FOR XLT ²			
627 ²	REQUIRES 8 FOOT BED ³			
627 ³				
67T ¹	Electric brake controller	\$274.00 ¹	\$274.00 ²	\$274.00 ³
67T ²	Integrated Trailer Brake Controller (req. 53B Class IV Trailer Hitch or 53A Trailer Tow Pkg.; incl. with 53C Max Trailer Tow Pkg. ²			
67T ³				
	Traction control	Std	Std ²	Std
	AdvanceTrac w/RSC (Roll Stability Control™) ²			
101A-300A ¹	Manufacturer's model upgrade package (specify pkg. bid)	\$1,304.00 ¹	\$4,000.00 ²	\$4,124.00 ³
X1E.300A ²	101A XL OR UPGRARE PKG 300A XLT PKG \$5,299.00) ¹			
XLT ³	F150 MODEL WITH XLT PACKAGE: EXTERIOR BoxLink™(includes four (4) premium locking cleats), Bumper,Front-Chrome with Body-color Fascia, BumperRear-Chrome, FogLamps, Grille-chrome Chrome Surround and Black Mesh Insert, mirrors, Sideview-Manual-folding,Power Glass with Black Skull Caps, Perimeter Anti-Theft Alarm, SecuriCode Keyless Entry Keypad, Driver's Side,Wheels-17"Silver Painted Aluminum INTERIOR/COMFORT AC-Chrome Ring w/ Obsidian Vanes, AM/FM Single-CD,Carpet-w/FloorMats, Compass,Cruise Control,Delayed Accessory Power, Illuminated Entry, MyKey, Power Locks with Flip Key and Integrated Key, Transmitter Keyless Entry (incl. Autolock) Power Tailgate Lock, Power Windows(Front/Rear)-One-touch, Rear Window with Fixed Privacy Glass, Scuff Plates, Cloth40/20/40 lumbar Armrest w/storage, SYNC® 4.2"LCD Display in CenterStack, Applink™,— One(1)Smart Charging USB port, Visors Mirrors. ²			
CG ¹	Seat trim upgrade - specif	NC ¹	NC ²	NC ³
CG ²	40/20/40 Cloth, included in upgrade package 300a ²			
	CLOTH ³			

VEHICLE: F-150 (X1E)
DEALER: Hub City Ford Duval Ford Don Reid Ford Don Reid Ford
ZONE: ★ Western ★ Northern ★ Central ★ Southern
BASE PRICE: \$23,043.00 \$22,962.00 \$22,993.00 \$23,140.00

85A ¹	Power windows/door locks	\$1,169.00 ¹	\$1,169.00 ²	\$1,169.00 ³
85A ²	<i>XL POWER EQUIPMENT GROUP (85A) Availability: Included on XL Mid (101a/300a) Opt. XL Base Includes: Autolamp – Auto On/Off Headlamps with Rainlamp Windshield Wipers Daytime Running Lamps (DRL) (On/Off Cluster Controllable) (when the non-controllable 942 Daytime Running Lamps (DRL) option is selected, it will replace the controllable DRL) Manual-folding, Dual Power Glass Sideview Mirrors with Black Skull Caps Illuminated Entry MyKey® Owner Controls Feature Perimeter Alarm Power Locks with Flip Key and Integrated Key Transmitter keyless-entry (includes Autolock) Power Tailgate Lock Power Windows (front and rear on SuperCab specifications) ²</i>			
85A ³				
50S ¹	Speed control	\$224.00 ¹	\$224.00 ²	\$224.00 ³
50S ²	<i>Included in model upgrade packages 101a, 300a ²</i> Tilt steering wheel			
50S ³				
	Passenger dome lamp	Std	Std	Std
		Std	Std	NA
VG ¹	Bucket seats in lieu of bench seat	\$294.00 ¹	\$294.00 ²	\$294.00 ³
WG ²	<i>• Cloth 40/Console/40 Front Seats with Flow-through Console and steering column-mounted shift XL model. With XLT model upgrade use (UG): • Cloth 40/Console/40 Front Seats with four-way adjustable driver/passenger headrests, manual driver/passenger lumbar (Base), power driver/manual passenger lumbar (Mid), power driver/passenger lumbar (Luxury). Flow-through Console and steering column-mounted shift at \$294 ²</i>			
BS ³				
168 ¹	Carpet in lieu of rubber floor covering	\$144.00 ¹	\$144.00 ²	\$94.00 ³
168 ²	<i>Color-coordinated Carpet w/Carpeted Matching Floor Mats, included in XLT 300a ²</i> Floor mats			
168 ³				
47R ¹	<i>All-Weather Rubber Floor Mats (req. 168 Color-coordinated Carpet w/Carpeted Matching Floor Mats) ²</i>	\$94.00 ¹	\$94.00 ²	\$74.00
47R ²				
924 ¹	Deep tinted glass	\$99.00 ¹	\$99.00 ²	\$395.00
924 ²	<i>Rear window, Fixed Privacy Glass with 57Q Defroster, Included with 300a. NA with 101a package. For dealer-added tint add \$345 ²</i> Sliding rear window			
435 ²		NA	\$449.00 ²	\$449.00 ³
435 ³				
58B ¹	AM/FM radio with single CD	\$289.00 ¹	\$289.00 ²	\$289.00 ³
58B ²	<i>Included in upgrade packages ²</i> On-Star			
58B ³				
58C ¹	Satellite radio	\$484.00 ¹	\$484.00 ²	NA
58C ²	<i>Single-CD w/SiriusXM Satellite Radio With 101A or 300A use \$194 ²</i> Additional Key(s) or Key Fob(s) when applicable			
AK-KF ¹		\$296.00 ¹	\$300.00 ²	\$250.00 ³
3K ²				
DLR ³				
	Side air bags	Std	Std	Std
WB-163 ¹	Long bed in lieu of short bed	\$1,909.00 ¹	Incl. ²	\$1,844.00 ³
8 BOX ²	<i>REQ UPGRADE ENG 5.0L V-8 ¹</i> <i>Included in X1E.163 model upgrade with 163 inch wheelbase frame. ²</i>			
163 ³				

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

LHP-6" ¹ LSL ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>For Go-Light remote operated spot light add \$649 includes bed mounted Pole in lieu of roof mount. ²</i>	\$696.00 ¹	\$495.00 ²	\$495.00
L & RHP-6" ¹ 2SL ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>For Go-Light remote operated spot light add \$649 includes bed mounted Pole in lieu of roof mount. ²</i>	\$969.00 ¹	\$796.00 ²	\$895.00
VVST ¹ VV ²	Vent visors - stick-on style	\$144.00 ¹	\$160.00 ²	\$250.00
RSFS ¹ RS ²	Rainshields - flange style	\$144.00 ¹	\$160.00 ²	\$250.00
BUG ¹ BS ²	Bug shield	\$396.00 ¹	\$195.00 ²	\$395.00
54M-54Y ¹ 54M ² DLR ³	Trailer tow mirrors <i>Manual-folding, Manually Telescoping, Manual Glass Trailer Tow Mirrors with Black Skull Caps (NA with 998 3.5L V6 Ti-VCT engine, 85A XL Power Equipment Group; req. 53A Trailer Tow Pkg. or 53C Max Trailer Tow Pkg.) 54Y (\$394 xl or \$274 with XLT 300a)/59s (\$174): Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps (NA with 998 3.5L V6 Ti-VCT engine; req. 85A XL Power Equipment Group and 53A Trailer Tow Pkg. or 53C Max Trailer Tow Pkg.)²</i>	\$394.00 ¹	\$89.00 ²	\$394.00 ³
WGG ¹ WGG ² WGG ³	Wrap-around grille guard <i>Required with Winch 8kw at \$1295 ²</i>	\$1,696.00 ¹	\$1,296.00 ²	\$1,295.00 ³
ATB ¹ TBX ²	Aluminum tool box <i>Single Lid Locking ²</i> WEATHER GUARD TOOL BOX 795.00 ³	\$4,474.00 ¹	\$395.00 ²	\$550.00 ³
96P ¹ 96P ² 96P ³	Bedliner <i>Plastic drop in bed liner with tailgate protector. Rubber bed mat add \$160 ²</i>	\$279.00 ¹	\$349.00 ²	\$349.00 ³
96W ¹ 96W ² 96W ³	Spray-on bedliner (Rhino, Line-X or approved equivalent) <i>For Heavy Duty dealer installed Line-x brand use \$550.00. ²</i>	\$474.00 ¹	\$494.00 ²	\$474.00 ³
53B ¹ HD TOW ² 53A ³	Tow hooks Class IV hitch and ball <i>INC 2" BALL PIN & CLIP ¹</i> <i>Includes (53b) Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver), draw bar, pin clip, 2 inch ball, and plug. ²</i>	Std \$192.00 ¹	Std \$659.00 ²	NA \$894.00 ³
8LB-W ¹ 8KW ²	8,000 lb. winch with remote <i>Requires WGG, Warn or equal ²</i>	\$1,696.00 ¹	\$1,295.00 ²	\$1,695.00

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

53A ¹	Heavy duty towing package up to 5,000 lbs. with appropriate hitch <i>INC 2" BALL PIN & CLIP</i> ¹	\$596.00 ¹	\$494.00 ²	\$925.00 ³
53A ²		Trailer Tow Package – XL Base: incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, auxiliary transmission oil cooler; (Pro Trailer Backup Assist (47E) is optional on XL Base ADD \$400 (47E requires 76C and 85A); 998 3.5L V6 Ti-VCT incl. Engine Oil Cooler. FOR XLT MODEL UPGRADE 47E and 76C are required plus ADD \$395. ²		
53A ³				
53C-99G ¹	Heavy duty towing package up to 7,200 lbs. with appropriate hitch <i>INC 2" BALL PIN CLIP REQ UPGRADE ENG (3.5/ ECOBOOST ENG)</i> ¹	\$3,089.00 ¹	\$794.00 ²	\$2,519.00 ³
53C ²		Max Trailer Tow Package (req. 3.5L V6 EcoBoost®) – XL Base: incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, auxiliary transmission oil cooler (Pro Trailer Backup Assist (47E) is optional on XL Base ADD \$400 (47E requires 76C and 85A), MAX TRAILER TOW PACKAGE (53C) Not available with: 2.7L V6 EcoBoost® Payload Pkg. (622) Requires: 3.5L EcoBoost® Engine (99G) Includes: 3.55 Electronic-locking rear axle (axle is changed to 3.73 Electronic-locking differential if ordered with Heavy-Duty Payload Pkg. (627; use \$694)) 4-pin/7-pin wiring harness Auxiliary transmission oil cooler Class IV trailer hitch receiver Smart Trailer Tow Connector (standard on Lariat and higher) Integrated Trailer Brake Controller Upgraded front stabilizer bar Upgraded rear bumper. Includes pin clip and plug. FOR XLT MODEL UPGRADE 47E and 76C are required plus ADD \$395. ²		
53A/99F ³				
413 ¹	Skid plates	\$159.00 ¹	\$159.00 ²	\$144.00 ³
413 ²				
413 ³				
FTC ¹	Fiberglass tonneau cover (painted to match) <i>For Retrax Brand locking retractable cover use \$1396, for rollnlock brand use \$1496.</i> ²	\$1,696.00 ¹	\$1,495.00 ²	\$1,495.00
FTC ²				
FCHT ¹	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>Add \$395 for side access windows</i> ²	\$1,896.00 ¹	\$1,695.00 ²	\$1,895.00
FCHT ²				
942 ¹	Daytime running lights	\$44.00 ¹	\$44.00 ²	\$44.00 ³
942 ²				
942 ³				
	Immobilize daytime running lights	NA	Std	NA
T7C ²	All terrain tires in lieu of all season tires <i>LT245/70R17E BSW all-terrain tires (A/T) (incl. in 627 Heavy-Duty Payload Pkg.)</i> ²	Std	NC ²	Std
NFT ¹	Nitrogen filled tires including spare tire	\$199.00 ¹	\$225.00 ²	\$200.00
N2 ²				
	Full size spare tire and rim	Std	Incl.	Std
	Midbox body option	NA	NA	NA
STC ¹	Steel truck cap <i>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 \$1,335. Add Service Pkg for \$2,985.</i> ²	\$7,996.00 ¹	\$8,545.00 ²	\$3,995.00
SKCOMPAK ²				
CSHR ¹	Cab shield headache rack (protects back of cab) <i>Add \$300 for beacon plates left and right.</i> ²	\$696.00 ¹	\$595.00 ²	\$1,295.00
CS ²				

VEHICLE:	F-150 (X1E)			
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BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

PR-EMB ¹ PRPU ²	Pipe rack w/expanded metal basket over cab (for pickup bed)	\$1,896.00 ¹	\$1,796.00 ²	\$1,695.00
	Pipe rack w/expanded metal basket over cab (for utility body)	NA	NA	NA
SLRS ¹ SLR ²	Single ladder rack side mounted (specify street or curbside)	\$1,396.00 ¹	\$1,196.00 ²	\$1,495.00
153 ¹ 153 ² 153 ³	Front license bracket	NC ¹	NC ²	NC ³
85H ¹ 85H ² 85H ³	Backup alarm, factory installed	\$99.00 ¹	\$124.00 ²	\$124.00 ³
BAD ¹ BUA ²	Backup alarm, dealer installed <i>Whelen, Ecco included in Long wheel base optional model upgrade. 2</i>	\$99.00 ¹	\$150.00 ²	\$100.00
76C ¹ 76C ² 76C ³	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed <i>REQ POWER WINDOW & DOOR LOCKS 1</i> <i>FOR Pro Trailer Backup Assist (47E); req. Rear View Camera (76C), 85A Power Equipment Group and 53B Class IV Trailer Hitch, 53A Trailer Tow Package or 53C Max Trailer Tow Package.) Add \$394 • Provides added driver convenience and awareness when backing a hitched conventional trailer by allowing the driver to "steer the trailer" instead of steering the truck • Activated and operated by the control knob located on the instrument panel below the 4x4 rotary control switch (if equipped) • Works in conjunction with EPAS, rearview camera and center stack screens • Includes a tailgate LED to aid in nighttime trailer hook-up • Store and recall up to 10 different conventional trailers • System is limited to 5mph and is over ridden when the driver turns the steering wheel • Available with any of the Trailer Tow Packages 2</i>	\$249.00 ¹	\$249.00 ²	\$1,219.00 ³
BUC ¹ BUC ² BUC ³	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	NA ¹	\$695.00 ²	\$795.00 ³
X1E.163 ² DLR ³	Optional equipment - specify <i>F150 Model upgrade including long 163 inch wheelbase and 8 Foot Pick up Bed. Deletes 6.5 ft bed. Required with HD payload upgrade. Includes Ecco Bua. 2</i> <i>AMBER LED LIGHT BAR 3</i>	NA	\$585.00 ²	\$1,795.00 ³
LG12 ² DLR ³	Optional equipment - specify <i>Thieman 1200 Liftgate Series 2</i> <i>BEACON 3</i>	NA	\$2,700.00 ²	\$495.00 ³
LTS ² DLR ³	Optional equipment - specify <i>Havis laptop stand universal. For inverter add \$400 2</i> <i>RAM LAP TOP STAND 3</i>	NA	\$695.00 ²	\$695.00 ³
RPO ² DLR ³	Optional equipment - specify <i>Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com 2</i> <i>SODE TOOL BOX 3</i>	NA	(\$1.00) ²	\$495.00 ³

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

RFC ²	Optional equipment - specify <i>Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55²</i>	NA	\$395.00 ²	
LRPH ¹ LABOR ² DLR ³	Labor rate per hour <i>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 consultation²</i>	\$89.00 ¹	\$145.00 ²	\$85.00 ³
NST ¹ TAG ² DLR ³	New state tag (specify state, county, city, sheriff, etc.) <i>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]²</i>	\$165.00 ¹	\$130.00 ²	\$250.00 ³
TER ¹ TX ² DLR ³	Transfer existing registration (must provide tag number) <i>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]²</i>	\$100.00 ¹	\$85.00 ²	\$150.00 ³
TEMP TAG ¹ TEMP ² DLR ³	Temporary tag	\$36.00 ¹	\$6.00 ²	\$35.00 ³
MPP575 ²	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.²</i>	NA	\$1,860.00 ²	
MPP675 ²	Maintenance Plan - specify <i>6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.²</i>	NA	\$1,905.00 ²	
MPP610 ²	Maintenance Plan - specify <i>6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.²</i>	NA	\$2,400.00 ²	
6/100 ¹ DB575 ² ESP ³	Warranty - specify <i>POWERTRAIN CARE WITH (0) DEDUCTIBLES¹</i> <i>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 ESP April 2015 Pricing Guide. For Emergency Application Add \$605 surcharge²</i> <i>POWERTRAIN CARE 6/100 0 DED³</i>	\$1,910.00 ¹	\$1,590.00 ²	\$1,910.00 ³

VEHICLE:	F-150 (X1E)			
DEALER:	Hub City Ford	Duval Ford	Don Reid Ford	Don Reid Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$23,043.00	\$22,962.00	\$22,993.00	\$23,140.00

6/100¹
DE575²
ESP³

Warranty - specify
BASE CARE WITH (0) DEDUCTIBLES¹
 5 Yr 75,000 mile zero deductible **EXTRACare** plan. 5 Yr 100,000 mile zero deductible use \$2665. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. For Emergency Application Add \$555 surcharge²
BASE CARE 6/100 0 DED³

\$2,355.00¹ \$1,860.00² \$2,355.00³

6/100¹
DP575²
ESP³

Warranty - specify
EXTRA CARE WITH (0) DEDUCTIBLES¹
 5 Yr 75,000 mile zero deductible **PREMIUMCare** plan. 5 Yr 100,000 mile zero deductible use \$3470. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. For Emergency Application Add \$505 surcharge²
EXTRA CARE 6/100 0 DED³

\$2,850.00¹ \$2,615.00² \$2,855.00³

Fuel Comparison

	2015 Chevrolet Silverado 1500 LTZ Z71	2015 Ford F-150 Lariat 4x4	2014 Ram 1500 Outdoorsman EcoDiesel 4x4
FUEL CAPACITY	26.0 gal	36.0 gal	26.0 gal
EPA CITY/HWY/COMB ECON	16/22/18 mpg	18/23/20 mpg	19/27/22 mpg
ENERGY CONS., CITY/HWY	211/153 kW-hrs/100 miles	187/147 kW-hrs/100 miles	199/140 kW-hrs/100 miles
CO2 EMISSIONS, COMB	1.06 lb/mile	0.97 lb/mile	1.01 lb/mile
RECOMMENDED FUEL	Unleaded regular	Unleaded regular	Diesel
REAL MPG, CITY/HWY/COMB	13/19/15 mpg	17/22/19 mpg	20/28/23 mpg
*SAE Certified **50-70-mph passing acceleration with 1,000 pounds of payload			

Lease vs Purchase Analysis

The Procurement Management Department (PMD) conducted an analysis on the option to lease vehicles instead of purchase. The review indicates that there is no value to the City to lease vehicles at this time. Please see the attached spreadsheet to provide the details discussed below.

Leasing does have some advantages, such as providing a set budget for an exact time period and enhancing cash flow. The offer presented to the City was to lease eleven (11) Ford F-150s for \$475.69 per month, per vehicle. This amount, for a five (5) year term, equates to the vehicles costing the City \$28,541.40 each, for a total contract amount of \$313,955.40. However, the purchase price is \$24,727.00 per vehicle with a total for all eleven (11) at \$271,997.00. Therefore, the lease cost the City \$41,958.50 more in actual cash out in five (5) years.

A complete review must consider the funds received from re-sale of the vehicles. The analysis provides the sale of the vehicles at the end of the five (5) year lease, for an estimated resale amount provided by the vendor of \$7,500.00. The amount utilized for the sale conducted by the City is a thousand \$1,000.00 less and includes the auctioneer fees and is estimated at \$6,402.00. City Staff has confidence in this number since recent auctions have closed for 2004 and 2005 Ford F-150s for an average of \$4,000.00 per vehicle. Including the re-sale into the calculation still results in the lease being more costly to the City at \$2,716.90 extra per vehicle for a total of \$29,885.90.

The lease also may provide an opportunity for the City to invest funds not being utilized for purchase. The analysis shows that the City would gain only \$2,760.47 in interest earned at the current rate of sixty (60) basis points or .006. Therefore, this amount does not offset the extra expense for leasing.

Another factor to consider is the maintenance of a vehicle. The City's Fleet Maintenance Contract does not increase due to the year or mileage of the vehicle and includes normal wear and use such as brakes or air conditioning. However, there are non-contract items such as a transmission. A review indicates that last year only one (1) transmission was installed and the cost was \$1,800.00. Also, the mileage difference between the new and older vehicle is minimal. Therefore, keeping the vehicles for ten (10) years seems to be a prudent path to continue and does not increase the maintenance cost.

At this time, the City is not experiencing a cash flow problem nor are we deficient spending. Both of these conditions would provide an environment where a lease could be advantageous for the City to consider, however, at this time Staff feels the direct purchase of the vehicles provides the best value to the City.

	<i>City Council Goals *(Principles)</i>	<i>Performance Indicators MIS & GIS</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Proposed</i>
Workload	A, B & C	Total Servers (Physical)	62	35	36	36
	A, B & C	Virtual Servers	61	110	109	109
	A, B & C	Total Workstations	1,017	1,280	1,259	1,380
		M.I.S Laptops	200	200	176	220
		M.I.S. Thin Clients	35	15	14	10
		M.I.S. Desktops	500	550	524	550
		P.D. Laptops	220	230	235	230
		P.D. Desktops	62	98	120	120
		Tablets			150	200
		Smartphones			40	50
	A, B & C	Number of Cisco Switches	102	110	115	115
	A, B & C	Security Endpoints			848	950
	A, B & C	WiFi Hotspots	38	29	40	40
	A & B	Number of Work Orders Completed	4,200	4,429	4,976	5,000
	A & B	Department Support Hours	4,200	3,900	3,923	4,000
A, B, C & D	Applications Created			20	20	
A, B, C & D	Applications Supported			96	116	
A & B	Requests for GIS Services	600	625	28	30	
A, B & D	Desk Phones	N/A	N/A	N/A	660	
Efficiency	A & B	Percent Hardware & Software Support Problems responded to within 48 hours	90%	91%	93%	93%
	A, B & D	Average Work Order Time (hours)	1.00	.90	.90	.90
	A, B & D	Percent Uptime for Network & Servers (Avg.)	99%	99%	99%	99%

City Council Goals and Objectives

Goal 1

Financially Sound City, High Performance City Organization

1.3 Maintain high customer satisfaction with City services

1.4 Provide adequate resources to support City services and levels. Develop a City organization culture that emphasizes responsibility, performance, results and accountability

Goal 2

Growing Local Economy

2.5 Develop a reputation as a “business friendly city”

***Principle “A” – Exceptional Municipal Services**

2. Incorporating “best practices” into the services and service delivery in Port St. Lucie
4. Providing resources to support defined City services and service levels
5. Maintaining a high level of customer satisfaction
6. Providing resources to support defined City services and service levels
7. Streamlining and improving the delivery processes and identifying ways to improve
8. Evaluating the services and service delivery processes and identifying ways to improve

***Principle “B” – Responsive to Community: Residents and Businesses**

2. Providing a timely response to a request for service information
3. Adjusting City services and service delivery mechanism when needed



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13H
Meeting Date: 12-14-15

TO: Mayor and City Council
THRU: Jeff Bremer, City Manager 
FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Sherri Ricci-Reynolds, President & CEO of Dream in Colors Princess Spa for City Sponsorship of the Treasure Coast Trade Expo.

Submittal Date: 12/8/2015

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: Pursuant to Section 155.07 of the City's Code of Ordinances, only City-sponsored special events may locate such signs within the right-of-way. Given that "sponsorship" is a policy decision of the City Council, this memorandum serves to request that this item be placed on the next City Council agenda for consideration. In addition to the sponsorship request, Dream in Colors Princess Spa would like approval for this event to be promoted on our website.

ANALYSIS: Code compliance has reviewed the required special event sign application.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request and allow our Communications dept. to promote this event on our website.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed December 26 2015 thru January 9, 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Code compliance summary sheet

Letter from Sherri Ricci-Reynolds, President & CEO for Dream in Colors Princess Spa



City of Port St Lucie
Special Event Request for Signs in Right-of-Way

Name of Organization: Dream in Colors Princess Spa

Location of Event: Port St Lucie Civic Center

Number of Signs: 100

Date range of sign placement: 12/26/2015 to 01/09/2016

Contact Person: Sherri Reynolds

Phone: (772)985-4614

Email: dreamincolorssalon@gmail.com

Tax Exempt 501(c)(3) Received: Yes

Staff Recommendation: Approved

*Code Compliance Division received all required information for the event.

Dream In Colors Princess Spa

718 SW Port St. Lucie Blvd., Port St Lucie, FL 34953

Tel 772.245.2424 Cell 772.985.4614

dreamincolorssalon@gmail.com

www.dreamincolorssalon.com www.facebook.com/dreamincolorssalon



november 24, 2015

Mr. Bremer,

The Treasure Coast Trade Expo is being presented at the Port St. Lucie Civic Center on January 9 2016 from 10:00 am-4:00pm, by a great not-for-profit organization, Dream in Colors Princess Spa Inc. a 501(c)3 EIN# 47-4026516, it is our hope this event will bring the business community together making connections and increasing business in St. Lucie County.

In order for this event to be successful for all our participants and attendees we are asking the City Council of Port St. Lucie for their endorsement so that we might be able to have this event promoted on the City website and that we will be issued a permit to place about 100 signs and about 10 banners throughout the City of Port St. Lucie in the weeks leading up to this event.

I would like to ask that this proposal be placed on the City Council agenda A.S.A.P. or as soon as possible so that we might be able to print fliers and begin promoting this event insuring its success.

If anyone on the City Council should have any questions or concerns please feel free to contact myself or even better might be Dominic Di Giorgio 772-626-0603 or Mike Mulleady 772-209-2300

Thank you again,

Sherri Ricci-Reynolds

President & CEO

Dream in Colors Princess Spa



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13I
Meeting Date: 12-14-15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *Att for the City Manager*

FROM: Pam E. Booker, City Attorney *PB*

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending litigation in the matter of City of Port St. Lucie v. Vaccine and Gene Therapy Institute, Case No.: 2015-CA-000858

Submittal Date: 12/11/2015

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie Mission "D" - Acting in a Financially Responsible Manner.

BACKGROUND: Pursuant to Section 286.011(8), Florida Statutes, I hereby request an Attorney/Client Session with the City Council to discuss the pending litigation in the matter of City of Port St. Lucie v. Vaccine and Gene Therapy Institute, Case No.: 2015-CA-000858.

ANALYSIS: Florida Statute 286.011(8) requires the request for an Attorney/Client Session be requested during a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by Pam E. Booker, City Attorney on 12/11/2015.

STAFF RECOMMENDATION: Approval of request.

SPECIAL CONSIDERATION: The meeting will be scheduled at a mutually convenient time for the Mayor and the Council members.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/14/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no attachments.

RECEIVED

DEC 11 2015

CITY MANAGER'S OFFICE

COUNCIL ITEM 14A
DATE 12/14/15



MEMORANDUM

TO: CITY COUNCIL

FROM: MICHELLE LEE BERGER, COUNCILWOMAN *PS for MB*

SUBJECT: REQUEST FOR EXCUSED ABSENCE, REGULAR CITY COUNCIL MEETING, 11/23/2015

DATE: 12/08/2015

This memo serves to request an excused absence for the Regular City Council Meeting of November 23, 2015. I was unable to attend because I was out of town on personal business.

Thank you.

MB/jrc

RECEIVED

DEC 08 2015

CITY MANAGER'S OFFICE



MEMORANDUM

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: LINDA BARTZ, VICE MAYOR *CF & LB.*
SUBJECT: EXCUSED ABSENCE
DATE: 12/08/2015

This memo serves to request an excused absence from the Regular City Council meeting on December 7, 2015. I was unable to attend due to a scheduled vacation out of town.

Thank you.

LB/cf

RECEIVED

DEC 10 2015

CITY MANAGER'S OFFICE